



AGENDA

Planning Commission Meeting

Wednesday, May 08, 2024

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

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

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

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/81800854136>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 818 0085 4136

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 Madison Harris, Planner 1, prior to the meeting and will be included as part of the record.

- 1. CALL TO ORDER - 6:30 PM**
- 2. ROLL CALL AND PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

- 4. APPROVAL OF MINUTES**
[A.](#) April 10, 2024
- 5. DECLARATION OF CONFLICTS OF INTEREST**
- 6. PUBLIC COMMENT**

Citizens are invited to comment on any item 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 Planner. Those who are speaking are requested to state their name and address for the record.

7. SPECIAL PRESENTATIONS

Presentations are limited to 5 minutes unless prior arrangements are made with the Town Planner.

8. DESIGN REVIEW AND LAND USE PUBLIC HEARINGS

- A.** Conditional Use Permit Application on Union Pacific Railroad Property for Temporary Construction Office and Storage Uses
- B.** Ordinance TBD - Series 2024 An Ordinance Amending the Belden Place PUD Final Plan
- C.** Ordinance TBD - Series 2024 An Ordinance Amending the Belden Place PUD Final Plat
- D.** Ordinance TBD - Series 2024 An Ordinance Amending Chapter 16 in Regards to Housing Standards and Guidelines

9. DISCUSSION / DIRECTION ITEMS

- A.** Minturn Forward: Survey and Open House Responses
- B.** Planning Commissioner Training

10. STAFF REPORTS

- A.** Manager's Report
- B.** Planning Department Update

11. PLANNING COMMISSION COMMENTS

12. FUTURE MEETINGS

- A.** May 22, 2024
- B.** June 12, 2024

13. ADJOURN



OFFICIAL MINUTES

Planning Commission Meeting

Wednesday, April 10, 2024

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

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MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

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Public Comments: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Madison Harris, Planner 1, prior to the meeting and will be included as part of the record.

1. CALL TO ORDER - 6:30 PM

Lynn Teach called the meeting to order at 6:30 p.m.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Those present at roll call: Planning Commission Chair Lynn Teach and Planning Commission Members Michael Boyd, Jeff Armistead, Darell Wegert, and Amanda Mire.

Staff members present: Planning Director Scot Hunn and Planner I Madison Harris.

Note: Tom Priest was elected to Council and his seat on the Planning Commission is now vacant.

3. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

Scot H. added an item to the staff reports section.

Motion by Jeff A., second by Amanda M., to approve the agenda as amended. Motion passed 5-0.

4. APPROVAL OF MINUTES

A. March 13, 2024

Motion by Jeff A., second by Michael B., to approve the minutes of March 13, 2024 as presented. Motion passed 5-0.

5. DECLARATION OF CONFLICTS OF INTEREST

No conflicts of interest.

6. PUBLIC COMMENT

Citizens are invited to comment on any item 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 Planner. Those who are speaking are requested to state their name and address for the record.

No public comment.

7. SPECIAL PRESENTATIONS

Presentations are limited to 5 minutes unless prior arrangements are made with the Town Planner.

8. DESIGN REVIEW AND LAND USE PUBLIC HEARINGS

A. Appointment of the Planning Commission Chair and Vice Chair

Madison H. introduced the topic. The Planning Commission Chair is a position that comes up yearly and is typically voted on by the new Commission. Although there isn't technically a provision within the code for Vice Chair, if the Chair can't make the meeting then there needs to be someone designated to run the meeting.

Nomination by Amanda M. to appoint Lynn Teach as Chair. Motion passed 5-0.

Nomination by Michael B. to appoint Jeff Armistead as Vice Chair. Motion passed 5-0.

B. Ordinance TBD - Series 2024 Amending Chapter 16, Article 11 Lionshead Character Area to Create the Cemetery Zone District

Madison H. introduced the ordinance. The Planning Commission reviewed a new maintenance and storage shed a couple of months ago and one of the conditions of approval was that staff work with the applicant to draft zoning for the Cemetery as it currently does not have any. This ordinance has been reviewed by both our legal and the cemetery and received approval from both.

Note: Darell W. left the meeting at 6:41 p.m.

Pedro Campos, Representative of the Cemetery
This is supported by the Cemetery's Board.

Jeff A. brought up the back and forth about the fence, but realizes that this is about zoning not design.

Michael B. is in support of this. Had a question about the zoning map.

Public comment opened.
No public comment.
Public comment closed.

Motion by Michael B., second by Jeff A., to recommend approval to the Town Council of Ordinance TBD – Series 2024 Amending Chapter 16, Article 11 Lionshead Character Area to Create the Cemetery Zone District. Motion passed 4-0.

Note: Darell W. is excused absent.

9. DISCUSSION / DIRECTION ITEMS

- A. Minturn Forward: Land Use and Subdivision Code Update
Scot H. introduced the topic. This is going over the different process sections in the Code.

Matt Farrar, Western Slope Consulting

We have been working on a code update while the survey and open houses were taking place. Have been taking a look at review processes associated with Chapter 16 and Subdivisions. Trying to look at places to clean up, consolidate, and potentially streamline review processes.

- Zoning Variances – recommendation to have this either just go to Planning Commission or to Town Council. Will need to clarify who is the Zoning Board of Adjustments.
Michael B. asked for an example of a zoning variance.
Scot H. gave an example of building height or lot coverage variances.
Michael B. would like to continue reviewing variances.
Lynn T. would like to figure out if we have a Zoning Board of Adjustments.
Direction given was to have Planning Commission be the Zoning Board of Adjustments with the option to appeal to the Town Council.
- Environmental Impact Reports – recommendation is to have requirements easier to find, a checklist that applicants go through, and to have staff be able to require this report rather than the Planning Commission.
Jeff A. wants to ensure that the checklist results are clear, not grey.
Amanda M. clarified that decision to require the EIR is just administrative, not the adequacy of the report. Also, if an application gets to Planning Commission without an EIR, can they still require it.
Scot H. said that he would need to confer with the Town Attorney about that.
Amanda M. would rather have it be a Planning Commission decision then.
Jeff A. would rather have it be a staff decision so that the Applicant has something to rely on.
Michael B. said that there would need to be a threshold on when an EIR is required.
Mr. Farrar said that he thinks there’s an avenue for the Planning Commission to request an EIR as long as there is something to back up that requirement, while still allowing staff the control over the initial requirements.
Direction given was to ask the Town Attorney about allowing Planning Commission to still require the EIR, if staff decides not to require it at the administrative level.
- Conditional and Limited Review Uses – recommendation is to use consistent terminology, distinguishing the different applications, consolidate the standards, and create a single use table for all land uses in Minturn.
Jeff A. would like to add a provision that staff decisions shall be given to the Planning Commission at the next meeting for communication purposes.
- Planned Unit Developments (PUDs) – recommendation is to distinguish “Minor PUDs” and “Major PUDs”, have an amendment process for both, and have that decision of what constitutes a Minor Amendment and a Major Amendment be at the staff level.
Michael B. clarified that minor and major PUDs will both still come before the Planning Commission.
- Sign Permits – recommendation is to make review of sign permits an administrative decision, add process and criteria to a sign variance, and develop a review process for “Master Sign Programs”.
Jeff A. would like Planning Commission to review Sign Variances.
- Correction Plat – recommendation is to move this to Chapter 17 with the rest of the subdivision applications and adding more detail to requirements and review process.

Amanda M. asked if there was a situation where a correction plat would be needed in the case of a Minor Amendment to a PUD, so one would be handled administratively, while the other would not.

Scot H. said that would be very rare.

- Administrative Replat – recommendation is that the purpose needs to be clarified and there needs to be a “Lot Line Adjustment” application type and review process.

Jeff A. asked how this addressed Quit Claims and Quiet Titles on the river.

Amanda M. asked if a lot line adjustment came with a DRB, does it make sense for this application type to only be called up at Council rather than Planning Commission.

- Subdivision Variance – recommendation is that minimum standards for subdivisions be developed and this be changed to a waiver process.
- Major Subdivisions – recommendation is to add an optional step (Sketch Plan) and to have Final Plan go to just Council instead of Planning Commission
- Subdivision Improvements Agreement – recommendation is to work with the Town Engineer and Attorney to bolster the requirements.
- Mountaintop Estate & Ranch Lots – recommendation is to incorporate these subdivisions in a separate Article.
- Minor Subdivisions & Amended Final Plats – recommendation is for Amended Final Plats become its own article if it makes sense to differentiate from Correction Plat, to create Condominium or Townhome Subdivision process, and ensure consistency among the application submittal requirements.
- Exemption Plat – recommendation is to create a review process for an exemption plat in a new article to address issues associated with the past creation of lots or parcels.
- Bolts Lake – recommendation is to keep Bolts Lake processes separate in a separate article.

10. STAFF REPORTS

A. Manager's Report

Senate Local Government & Housing (SB24-174) Testimony

At the March 20 Council meeting the Council approved support for SB24-174 through my Manager’s report request to provide testimony. I will be providing testimony in support of this legislation on behalf of Mayor Earle Bidez and the entire Town Council on Tuesday, April 2.

Mayors/Managers/Commissioners & Partners Update

June 26th is Bike to Work Day and there will be a ribbon cutting for the ECO Trail in Minturn. Following the ribbon cutting will be a celebration at the Minturn Saloon. Be on the lookout for more information. Everyone is welcome to join!

Emergency Alerts will now be available via the Reach Well app which translates into 130 different languages and is more user-friendly than the Everbridge option. Residents who are not already signed up under the Everbridge system, or who would like to switch to a more user-friendly system are encouraged to download the Reach Well app and sign up for Eagle County alerts.

NWCCOG – QQ Update

The Water Quality Control Commission currently has two openings on the Commission. This Commission has the ability to strongly affect Minturn wastewater rates. Their regulations have been lacking in finding a realistic grounding in solving water quality problems and we believe getting new Commissioners seated on this Commission who will be more pragmatic in approaching water quality needs is incredibly important. Currently the Commission has pushed through regulations that will require cooling towers for wastewater treatment plants at the cost of millions of dollars and only benefit the river a few days out of the year. QQ is looking at

having conversations around this issue and considering taking a more political approach to address this issue.

Shoshone Water Right (1902 appropriation date) is being purchased by the Colorado River District with the purpose of utilizing the right for the instream flow call. This is an exciting step toward keeping more water in the river and fewer transmountain diversions. One point to consider for Minturn to consider and how we manage our water and augmentation water use is the desire for the Colorado River District to administer this right to keep a minimum flow of 1408 cubic feet per second. This will likely result in more calls on the river. This is something Cristy Radabaugh will need to analyze to determine how it will affect Minturn's current water rights management.

Minturn Fitness Center Board Meeting

2023 was the first year the MFC saw revenues exceed expenses. This was 10 years in the making. The MFC Board at its most recent meeting approved both an annual contribution toward the capital improvements reserve as well as a payback schedule to both Ski and Snowboard Club Vail and the Town.

Community Survey

Staff is currently testing the final phases of the community survey draft before going live. We are hopeful the survey will go live by next week. The survey will be sent to the mobile phones of all registered voters in Minturn. Additionally, the survey will be available on the town website and hard copies for those without the internet can complete the paper survey and submit to town hall staff.

Water Moratorium

Staff continues to address the water moratorium as potential developers and investors submit interest to the town. As a reminder, the 2020 and 2023 water moratoriums are in effect and as it relates to Section 3 of the 2020 Moratorium, taps will be distributed on a first come first serve basis.

Bellm Bridge Feasibility Study RFP Interviews

The Town published an RFP for the Feasibility Study work on Bellm Bridge. The Bridge is either in need of repair or replacement and the Town looks to understand, through a Feasibility Study, which option is advisable. Interviews for three RFP submittals took place on Friday, March 29th . The Funds for the Feasibility Study will come out of the capital improvements line item in the budget.

International City Manager Association (ICMA) Credential Application

I have completed all of the requirements and have now submitted my application for my ICMA Certified Manager credential. This is an opportunity to be recognized by the City Manager's leading organization for the knowledge and expertise I bring to the position of town manager. More information on this credential is included with this update.

Congressionally Directed Spending Applications Submitted

Applications for CDS funds have been submitted. As previously discussed, the Town applied for \$1, 996, 875 toward the Little Beach Park improvements outlined in the Little Beach Park Recreation Area Master Plan. Submissions were also provided for the completion of Phase II Main Street Sidewalk Project totaling \$1,088,000. Separately, and only through Congressman Neguse's office, the Town will be able to apply for funding toward the water treatment facility. These applications are very competitive, and Minturn has already been awarded funds in prior rounds, so we will be very fortunate if we are selected again.

Legal Matters – Rob Marsh

Rob Marsh continues to assist Minturn on a variety of legal matters. In addition to his recent work on the nuisance and fence codes, which will come before all of you at the April 17th Council meeting, Rob has also been supporting us with the updates to our Chapter 8 of our code addressing matters related to the MUTCD (Manual on Uniform Traffic Control Devices) and jury trials. Those ordinances will also come before the Council at the April 17th meeting.

B. Excerpt from Newsletter regarding the 2023 Community Plan

The Value of Community Plans

Community Plans are the guiding references when local government officials determine their decision-making objectives and determinations. The Town of Minturn wants to thank every resident who has taken the time to participate in these important documents as this is the most equitable way to ensure everyone’s voice is heard. With the leadership teams of the planning commission, historic preservation commission and town council utilizing plans like the Imagine Minturn 2023 Community Plan and the 2023-25 Minturn Strategic Plan, it ensures all residents have had an opportunity to be heard because these plans are the voice of the community.

Leadership hearing from their neighbors on particular topics is valuable, but the Town wants the residents of Minturn to know that everyone is listened to and you don’t have to be the neighbor or friend of a person in leadership to have your voice heard. Minturn wants to take a fair equitable approach to local government so the Town will continue working to improve the community plans which are created by everyone and updated regularly! Thank you to everyone who participates in these processes, Minturn wouldn’t be the amazing community it is without you!

11. PLANNING COMMISSION COMMENTS

No Planning Commission comments.

12. FUTURE MEETINGS

- A.** April 24, 2024
Amanda M. and Michael B. will not be here. Jeff A. will be on zoom.
- B.** May 8, 2024
Jeff A. might be on zoom.

13. ADJOURN

Motion by Jeff A., second by Michael B., to adjourn the regular meeting of April 10, 2024 at 8:48 p.m. Motion passed 4-0.

Note: Darell W. is excused absent.

Lynn Teach, Commission Chair

ATTEST:

Scot Hunn, Planning Director

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



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

Planning Commission Public Hearing

Minturn North Construction Company

Conditional Use Permit for Temporary Construction Management Office and Storage

Hearing Date:	May 8, 2024
File Name and Process:	Minturn North Conditional Use Permit
Owner/Applicant:	Union Pacific Railroad / Rick Hermes, Minturn North Construction Company
Representative:	Rick Hermes
Legal Description:	N/A
Zoning:	Game Creek Character Area PUD Holding Zone
Staff:	Madison Harris, Planner I
Recommendation:	Approval, with Conditions

Staff Report

I. Summary of Request:

The Applicant, Rick Hermes, of Minturn North Construction Company requests review of a new Conditional Use Permit for leased portions of the Union Pacific Railroad (UP) property to allow for temporary construction management office and storage uses generally located east of the Meadow Mountain Business Park and the Eagle River, in between the rail line and Minturn Road.



Figure 1: Vicinity Map

The Applicant proposes to use a lease area for the following uses:

- 1. Temporary construction management office
- 2. Unpaved parking
- 3. Construction material and equipment storage
- 4. Associated restroom facilities



Figure 2: Lease Area Boundary

From the application, the following description is provided by the Applicant:

“Due to the amount of construction that will be ongoing throughout the site, we believe the construction management office, unpaved parking, construction material and equipment storage and associated restroom facilities are better located on an adjacent 0.66-acre Union Pacific Railroad property across from Fourth Street. This location will have less impact on Taylor Avenue residents and Owners within the Minturn North PUD. By placing a management office at this location, we can see who is entering and exiting the construction site and it gives the sub-contractors a good place to check-in with added parking when needed. The more efficient we can be, the less impact there will be on existing surrounding land uses.”

As outlined within this report, **staff is recommending approval with conditions** of the proposed CUP.

II. Summary of Process and Code Requirements:

This is a Conditional Use Permit (CUP) review by the Town of Minturn Planning Commission, should result in the Planning Commission making a formal recommendation for approval, approval with conditions, or denial of the CUP request in accordance with the standards, criteria and findings outlined in Section 16-21-620 – *Conditional Use*, Minturn Municipal Code. The

Commission’s recommendation will be forwarded to the Town Council which will take formal action to approve, approve with conditions, or deny the CUP request.

Specifically, the Planning Commission’s recommendation and any action of the Town of Minturn Town Council should be based on the following standards and findings:

(e) Conditions and procedure of issuance.

- (1) The Town Council may approve the application as submitted or may approve the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this Article, or the Town Council may deny the application*

(d) Administrative procedure.

- (1) Upon receipt of a completed and proper application, the Planning Director shall set a public hearing for the Planning Commission and give public notice as required by this Chapter.*
- (2) Criteria; findings. Before acting on a conditional use permit application, the Planning Commission and Town Council shall consider the following factors with respect to the proposed use:*
 - a. The relationship and impact of the use on the community development objectives of the Town.*
 - b. The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.*
 - c. The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.*
 - d. The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.*
 - e. Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:*

1. *That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.*
2. *That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.*
3. *That the proposed use will comply with each of the applicable provisions of this Chapter.”*

III. Background:

According to the Minturn Municipal Code, any uses occurring on the UP properties – located within the “Game Creek Character Area PUD Holding Zone District” - require the approval of a Planned Unit Development (PUD), or, if master planning the UP property is not proposed, a Conditional Use Permit.

There are currently five CUPs approved for several business entities operating within the UP property. Conditional Use Permits for contractor storage on UP property have historically been approved with the following conditions or standards:

1. No vehicle shall exceed 40'2" in length. This restriction does not apply to storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be contained and screened to the greatest extent possible with fencing and green mesh screening materials; and, shall not be stacked.
2. No storage of campers, pop-ups, conversion vans, camper trailers, or similar camping related vehicles is permitted. Storage of snowmobiles, ATV's, dirt bikes, and other personal recreational vehicles is permitted.
3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. Leased lots associated with the CUP are to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended. (Pursuant to Section 7-4-50 Minturn Municipal Code).
5. CUP holders are to maintain and conduct business within the lease areas associated with the approved and valid CUP only.
6. Violations. The following schedule of fines for violations not remedied within 30 days:
 - a. The first violation will be fined \$100.
 - b. The second violation will be fined \$250.
 - c. The third and subsequent violations will be fined \$500.
7. Each CUP will be subject to annual review by the Town staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town staff

shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:

- a.* Any violations or other incidences requiring staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within 30 days of notice being sent to the CUP holder.
 - b.* Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the lease/CUP area.
 - c.* Any changes in i) Lessee/Sub-Lessee; and, ii) uses within CUP area.
 - d.* At staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (Jan 1 to Dec 31).
- 8. Lessees are required to meet with the Town Council every three (3) years for CUP review. The review shall include but not be limited to inspections by Town staff and the following reporting:
 - a.* Report from Code Compliance Office
 - b.* Report from Planning Department
- 9. Hours of operation: 7 days a week. 7:00 a.m. to 7:00 p.m.
- 10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
- 11. All uses and occupancy associated with activities approved for each individual CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
- 12. All leased areas associated with the CUP must be fenced and screened (green mesh screening materials) along the perimeter of leased property.
- 13. Supplies, parking, vehicles, truck containers, and equipment within fenced area or designated leased area only
- 14. Proper fuel containment I inspected by Eagle River Fire Protection District for small volume (less than 100 gallons) in OSHA approved containers.
- 15. All overnight parking must be done within the fenced yard and/or building(s) associated with the approved CUP.
- 16. Any chemical storage will require material safety data sheets. No chemical storage within 30' live stream setback areas along the Eagle River and/or Game Creek.
- 17. Emergency access of 20' through the Union Pacific rail yard and at both access gates shall be maintained.
- 18. Off-season use will require site storage of snow and keeping emergency access cleared.
 - a.* Maintain proper snow storage or sufficient snow removal
- 19. Conditional use granted as long as the applicant complies with the conditions and has a valid lease agreement with the owner of the property.
- 20. Town staff inspects the site for compliance at any time.

Staff is recommending the following conditions:

- 1. No vehicle entering the property shall exceed 40'-2" in length. This restriction does not apply to the installation of the construction management office and storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained

- in an orderly manner; must be screened to the greatest extent possible with fencing and green mesh screening materials.
2. No storage of campers, ATV's, dirt bikes, snowmobiles, pop-ups, conversion vans, camper trailers, or similar camping related vehicles or personal use vehicles are permitted.
 3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
 4. The CUP property is to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.
 5. Minturn North Construction Company is to maintain and conduct business within the CUP area associated with the approved and valid CUP only.
 6. Violations. The following schedule of fines shall be enforced for violations not remedied within thirty (30) days:
 - a. The first violation will be fined \$100.00
 - b. The second violation will be fined \$250.00
 - c. The third and subsequent violations will be fined \$500.00
 7. The CUP will be subject to an annual review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town Staff shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:
 - a. Any violations or other incidences requiring Staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within thirty (30) days of notice being sent to the CUP holder.
 - b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the CUP area.
 - c. Any changes in i). Lessee/Sub-Lessee; and ii). Uses within the CUP area.
 - d. At Staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (January 1 to December 31).
 8. The CUP is valid for three (3) years. Applicant may request an extension of the CUP every year thereafter following a review with the Minturn Town Council. The review shall include but not limited to inspections by the Town Staff and the following reporting:
 - a. Report from a Code Compliance Officer.
 - b. Report from Planning Department
 9. Working hours within the permitted area will coincide with the Minturn North PUD. Exterior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday.
 10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
 11. All uses associated with activities approved by the CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).

- 12. The CUP boundary must be gated, fenced and screened (green mesh screening materials).
- 13. Supplies, parking, vehicles, storage containers, structures, and equipment must be placed within the CUP boundary.
- 14. No fuel containment shall be permitted within the CUP boundary.
- 15. All overnight parking must be done within the approved and fenced CUP boundary.
- 16. No chemical storage is permitted within the approved CUP boundary.
- 17. A 20’ ingress/egress access shall be maintained.
- 18. Proper snow storage areas must be maintained and sufficient for snow removal within the approved CUP area. The ingress/egress access shall be maintained at all times for emergency access.
- 19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
- 20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.

IV. Zoning Analysis:

Zoning

The subject property is located within the “Game Creek Character Area” PUD Holding Zone District. The description and purposes of the PUD Holding Zone District are as follows:

Sec. 16-12-10. - Character Area characteristics.

The Game Creek Character Area is visually prominent from the north entryway into the Town. The area is predominantly devoted to railroad use and will require a comprehensive planning effort prior to redevelopment. In addition to the rail yard, the area contains the Taylor Avenue neighborhood, some commercial uses and a community parking lot. The area is bisected by the railroad right-of-way, which is intended to remain as a continuous transportation corridor. Most of the area lacks adequate street rights-of-way and utilities. The Community Plan has identified this area as an appropriate area for extension of the Old Town commercial core, mixed-use and residential development; however, high impact industrial uses are discouraged. Enhancement of the Eagle River corridor is a community priority.

- Town of Minturn Municipal Code Section 16-12-10

Sec. 16-12-30. - Game Creek PUD Holding Zone.

- (a) *This area is currently owned by the Union Pacific Railroad; however, trains are no longer utilizing the corridor or the rail yard. **The historic industrial zoning is no longer appropriate due to the probable abandonment of the rail line and potential conflict with future commercial and residential development.** Redevelopment of this area will have a significant impact on the future character and size of the Town.*

- (b) *It is an objective of the Town to plan and redevelop the rail yard as a master planned development that is compatible with the existing Town character. Future development and land use decisions for this area need to incorporate community input and involve an open public process. The PUD Holding Zone and the PUD review process will provide for the flexibility, innovation and public input necessary to achieve the goals and objectives of the Community Plan and this Chapter. This area has been identified in the Community Plan as an area suitable for expansion of Old Town and as a "potential Town Center" site. Development in this area needs to incorporate appropriate residential and low-impact land uses along Taylor Avenue to minimize impacts to the existing neighborhood. The rail corridor should be maintained and improved access to and across the Eagle River should be incorporated into proposed development plans.*

- (c) *PUD or special review required: Planned Unit Development master development plan for the PUD Holding Zone is the preferred review process for future development of the Game Creek Holding Zone. **If circumstances arise that do not provide for the submittal of a PUD master development plan for the entire Game Creek PUD Holding Zone, the owners may apply to the Town for a Planned Unit Development on a portion of the property or may apply for a special review use permit for consideration of a temporary use.***

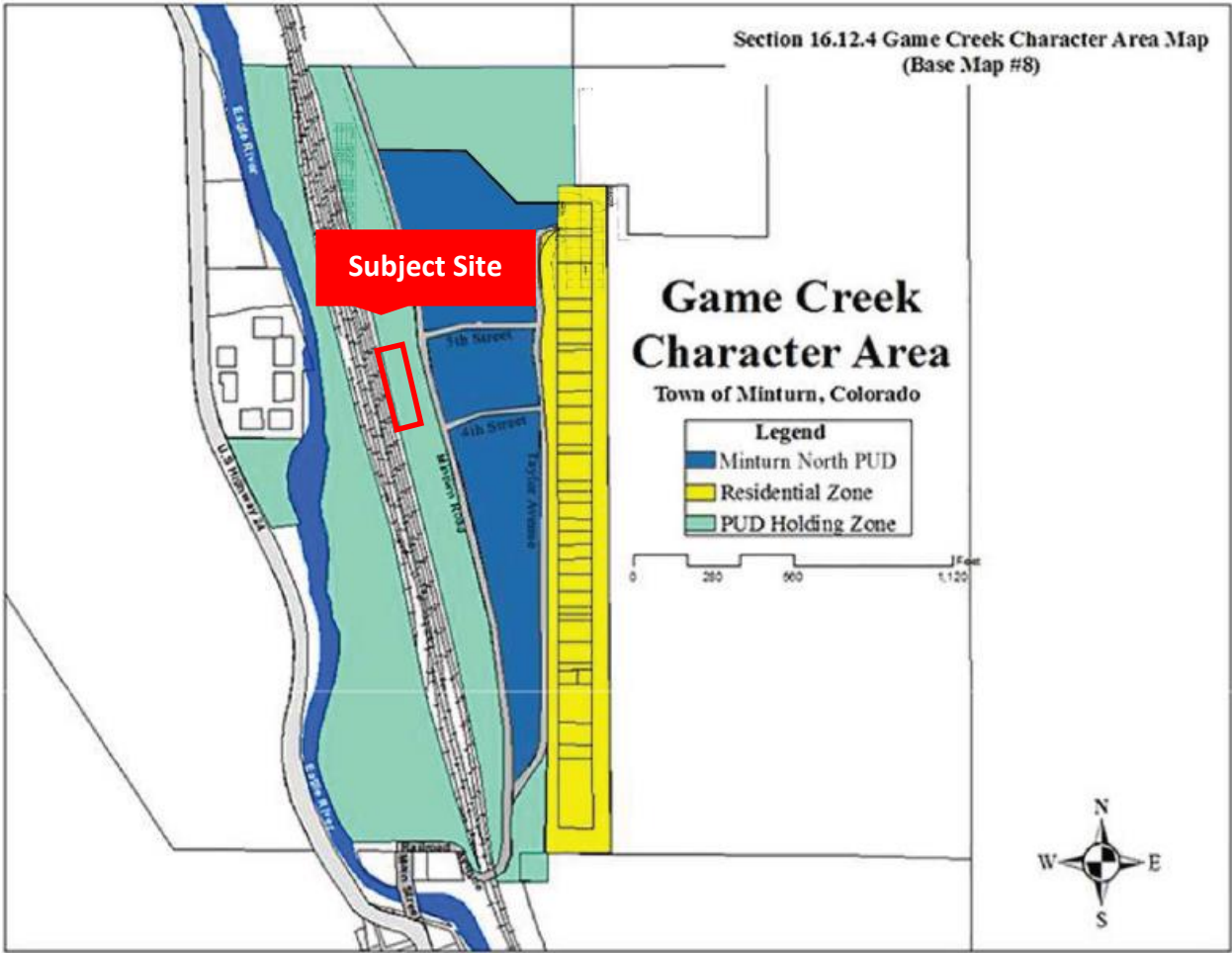


Figure 3: Game Creek Character Area Zoning Map

Dimensional Limitations and Development Standards

The only applicable dimensional limitation and/or development standard for the PUD Holding Zone is the 30’ river setback to be measured from the mean highwater mark on the Eagle River..

The Town of Minturn Design Standards and Guidelines, under Section C – *Design Criteria*, subsection ‘c’ – *Materials and Screening*, offers the following guidance:

c. Screening

Both residential and commercial areas within the Town shall be required to screen certain visually obtrusive areas, including, but not limited to, refuse storage, general storage, loading areas, mechanical equipment and parking areas.

“The screening may occur with landscaping, compliant with Sections 16-16-140, 16-16-150 and 16-16-160, or these uses may be screened with fencing or by containing

the uses within a structure or parapet walls. Fences shall not exceed 3-feet in height for opaque fences and 4 feet in height for fences which you can see through. Higher fences may be used to screen the sides and rear of the lot but should not exceed 6 feet in height. In no case shall a fence or screening structure obstruct a driver's view of an intersection.”

V. Issues and Discussion Topics:

Staff has not identified any issues specific to this proposal. This proposal is similar to other CUPs associated with contractor storage and the Applicant has provided evidence to demonstrate that the use can meet all of the conditions and terms of use.

VI. Staff Findings and Analysis:

The following section provides staff responses to each of the applicable Conditional Use criteria.

- a. *The relationship and impact of the use on the community development objectives of the Town.*

Staff Response:

Under “An Economically Vibrant Community: Commercial Development & Industry” of the 2023 Imagine Minturn Community Plan, it states, in part, that “Data from the Town’s business licenses show a diverse and entrepreneurial mix of businesses. Construction and trades again represent a large proportion of businesses, ranging from general contracting and construction businesses to heavy construction.”

The UP property – and the lease areas - is one of the first things people see when they enter Town from the North. This is a unique piece of land which allows light industrial/contractor storage uses that are not permitted elsewhere in Town and thus adds to the diversity and mix of businesses, to ensure that such uses can remain in this area while not becoming a detriment to the image of the town, the enjoyment of adjacent or nearby properties, or the resources and efficacy of the Town government.

- b. *The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.*

Staff Response:

The requested storage uses within the lease boundaries will likely have minimal material impact or effect on the distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and/or needs so long as the conditions of the CUP are adhered to and enforced.

- c. *The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.*

Staff Response:

As part of the construction management plan submitted to the Town all contractor traffic should only be accessing the site via Minturn Road. There will likely be a material increase in local traffic, due to the development project, but unlikely to be as a result of the approval of the CUP. Congestion, pedestrian safety, traffic flow and control, access, maneuverability and snow removal in the immediate vicinity of the subject property should all be priorities for the Applicant.

- d. *The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.*

Staff Response:

Staff believes that the main factor impacting the character of the surrounding area or, importantly, the compatibility of the use within the Game Creek Character Area is the visual or aesthetic quality of the lease area. The Applicant has stated that his intent is to utilize the fenced and screened area for storage of materials and equipment and a temporary construction office. No additional site (exterior) lighting is proposed with this CUP request and staff does not anticipate that the use of the lease area will generate noise, glare, or dust outside of the approved working hours as laid out in the recommended conditions.

- e. *Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:*

- 1. That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.*

Staff Response:

Generally, the subject site is located within a historically industrial and commercial area. Yet, the Town’s master plan and guiding policy statements for the Game Creek Character PUD Holding Zone anticipate the discontinuance of industrial uses in favor of commercial and residential redevelopment:

“The Game Creek Character Area is visually prominent from the north entryway into the Town. The area is predominantly devoted to railroad use and will require a comprehensive planning effort prior to redevelopment. In addition to the rail yard, the area contains the Taylor Avenue neighborhood, some commercial uses and a community parking lot. The area is bisected by the railroad right-of-way, which is intended to remain as a continuous transportation corridor. Most of the area lacks adequate street rights-of-way and utilities. The Community Plan has identified this area as an appropriate area for extension of the Old Town commercial core, mixed-use and residential development; however, high impact industrial uses are discouraged. Enhancement of the Eagle River corridor is a community priority.”

- Town of Minturn Municipal Code Section 16-12-10

The continued leasing of UP lands in the Game Creek Character Area for temporary light-industrial and storage uses appears contrary to the above statement from the Minturn Municipal Code. Yet, a primary purpose of the Conditional Use Permit review - the Town’s primary zoning and code enforcement tool to control uses on private property - is to ensure that permitted uses are, in effect, temporary and inspected on a regular basis for compliance; that, any such approval granted by the Town is valid so long as the terms and conditions are adhered to.

- 2. *That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.*

Staff Response:

Generally, the location and uses proposed, if properly conditioned, should not be detrimental to the public health, safety or welfare, nor should they be materially injurious to the properties or improvements in the vicinity if the site is maintained in accordance with the standards of the Minturn Municipal Code and any conditions of approval.

- 3. *That the proposed use will comply with each of the applicable provisions of this Chapter.*

Staff Response:

Staff believes that as proposed, and if conditioned properly, the requested CUP for contractor storage will comply with the applicable provisions of the Town’s zoning code (Chapter 16).

VII. Staff Recommendation: Approval with Conditions

Staff suggests the proposed Conditional Use Permit for Temporary Construction Management Office and Storage uses for Minturn North Construction Company, as conditioned, will conform with the Towns community plan as well as the applicable provisions and requirements of Chapter 16 - Zoning.

Therefore, staff is recommending approval, with the following conditions for the Planning Commission’s consideration:

- 1. No vehicle entering the property shall exceed 40’-2” in length. This restriction does not apply to the installation of the construction management office and storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be screened to the greatest extent possible with fencing and green mesh screening materials.
- 2. No storage of campers, ATV’s, dirt bikes, snowmobiles, pop-ups, conversion vans, camper trailers, or similar camping related vehicles or personal use vehicles are permitted.
- 3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).

4. The CUP property is to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.
5. Minturn North Construction Company is to maintain and conduct business within the CUP area associated with the approved and valid CUP only.
6. Violations. The following schedule of fines shall be enforced for violations not remedied within thirty (30) days:
 - a. The first violation will be fined \$100.00
 - b. The second violation will be fined \$250.00
 - c. The third and subsequent violations will be fined \$500.00
7. The CUP will be subject to an annual review by the Town of Minturn Planning Staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town Staff shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:
 - a. Any violations or other incidences requiring Staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within thirty (30) days of notice being sent to the CUP holder.
 - b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the CUP area.
 - c. Any changes in i). Lessee/Sub-Lessee; and ii). Uses within the CUP area.
 - d. At Staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (January 1 to December 31).
8. The CUP is valid for three (3) years. Applicant may request an extension of the CUP every year thereafter following a review with the Minturn Town Council. The review shall include but not limited to inspections by the Town Staff and the following reporting:
 - a. Report from a Code Compliance Officer.
 - b. Report from Planning Department
9. Working hours within the permitted area will coincide with the Minturn North PUD. Exterior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior hours may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses associated with activities approved by the CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. The CUP boundary must be gated, fenced and screened (green mesh screening materials).
13. Supplies, parking, vehicles, storage containers, structures, and equipment must be placed within the CUP boundary.
14. No fuel containment shall be permitted within the CUP boundary.
15. All overnight parking must be done within the approved and fenced CUP boundary.
16. No chemical storage is permitted within the approved CUP boundary.
17. A 20' ingress/egress access shall be maintained.

18. Proper snow storage areas must be maintained and sufficient for snow removal within the approved CUP area. The ingress/egress access shall be maintained at all times for emergency access.
19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.



CONDITIONAL USE PERMIT APPLICATION

Section 8, Item A.

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

P.O. Box 309 - 302 Pine Street- Minturn, Colorado 81649-0309

Phone: 970-827-5645

Email: planner@minturn.org

Project Name:

Minturn North - Temporary Construction Management Office and Storage

Project Location

Street Address: A .66-acre portion of parcel 2103-262-00-019
Refer to Attached Vicinity Map

Legal Description (Lot, Block, Subdivision): **See above** Parcel Number(s): **See Above**

Application Request:

Refer to attached Letter of Intent regarding use of Property

Applicant:

Name: Minturn North Construction Company

Mailing Address: PO Box 2633 Edwards, CO 81632

Phone: 970.688.1062 Email: [RickH@ResortConceptsCO.](mailto:RickH@ResortConceptsCO)

Property Owner:

Name: Union Pacific Railroad Co.

Mailing Address: 1400 Douglas ST Stop 1640
Omaha, NE 68179

Phone: 402.544.2255 Email: JAGates@UP.com

Required Information:

Lot Size: .66-acres	Type of Residence (Single Family, ADU, Duplex) N/A	# of Bedrooms N/A	# On-site Parking Spaces 24
# of Stories: 1	Snow storage sq ft: 5,000	Building Footprint sq ft: 1928	Total sq ft Impervious Surface: 1928

Signature:

\$800+ Costs attributable to the review by consultant time are billed at actual hourly rates. Cost assessed after first hour.

Fee Paid: _____ Date Received: _____ Planner: _____

CONDITIONAL USE PERMIT APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant **Staff**

 Application Form (Please fill out the Form and Return with the Packet)

 Letter of Intent (As Detailed as Possible)
-- What is the purpose of the project including;

- Relevant Background
- Current Status of the Site
- All Proposed Uses and Structures
- How the Proposal Differs from what already exists
- Information regarding Easements or Dedicated Tracts, etc.

 Vicinity Map
-- Directional Map indicating how to get to the Property involved in the request.

 Improvement Location Certificate of Survey (ILC or ILS), as appropriate

 Site Plan showing Precise Nature of the Proposed Use

- Topography
- Building Location
- Parking Plan
- Traffic Circulation
 - Location and Width of Existing and Proposed Access Points
 - Location of Existing Driveways and Intersections
- Useable Open Space
- Landscaped Area – Plan
- Approximate Location of Existing Wooded Areas and Rock Outcrops
- Location and Type of Existing and Proposed Easements
- Utility Easements
- Drainage Features

 Elements needed on the Site Plan

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

 Description of precise nature of the proposed use and its operating characteristics and measures proposed to make the use compatible with other properties in vicinity.



March 18, 2024

To: Town of Minturn Planning Department
Re: Conditional Use Permit Letter of Intent
Temporary Construction Management Office and Storage
0.66-Acre UPRR Property (Portion of Parcel 2103-262-00-019)
CC: Madison Harris
Scot Hunn

Please accept this Conditional Use Permit Application on behalf of Minturn North Construction Company, LLC. The information contained herein is intended to explain the purpose of the request and provide information in satisfaction of the application requirements.

Relevant Background: The Minturn North PUD was approved by the Town of Minturn on December November 15th, 2023 and recorded on March 4, 2024. Pursuant to Section 6.0, page 15, the Minturn North PUD states the following:

“During construction, all Planning Areas may be used for temporary uses including, but not limited to, construction offices, unpaved parking, construction material and equipment storage, waste collection, restrooms, and sales offices. All such uses may be approved during the building permit review process as determined by the Town of Minturn Town Manager or assigns.”

Due to the amount of construction that will be ongoing throughout the site, we believe the construction management office, unpaved parking, construction material and equipment storage and associated restroom facilities are better located on an adjacent 0.66-acre Union Pacific Railroad property across from Fourth Street. This location will have less impact on Taylor Avenue residents and Owners within the Minturn North PUD. By placing a management office at this location, we can see who is entering and exiting the construction site and it gives the sub-contractors a good place to check-in with added parking when needed. The more efficient we can be, the less impact there will be on existing surrounding land uses. Union Pacific Railroad and Minturn North Construction Company have prepared a DRAFT lease agreement for this property which is attached as **Exhibit ‘A’**. A Site Plan identifying the precise nature of the Proposed Use is attached as **‘Exhibit B’**.

Current Status of the Site: The site is currently devoid of landscaping and has been used by Union Pacific Railroad as an access point and parking area for railroad maintenance. Please refer to attached **‘Exhibit C’** for site photos and a google earth image of the existing conditions.

Proposed Uses and Structures: As shown on **Exhibit 'B'**, the proposed uses of the property are temporary and include a construction management office, trash containers, lockable storage containers, and a construction material laydown area. The perimeter of the property will be fenced and gated with a 6' windscreen fence. A gravel track pad will be installed at the entry/exit location onto Minturn Road. Images of the proposed structures and fencing are attached as **Exhibit 'D'**.

Existing Use vs. Proposed Use: The property is currently located within the Game Creek Character Area – PUD Holding Zone and is undeveloped (Refer to **Exhibit 'E'**). Existing access to the property is from Minturn Road across from Fourth Street. The Conditional Use Permit proposes to use the existing access from Minturn Road as the point of entry into the gated and fenced temporary use area.

Easements, Dedicated Tracts and Utilities: There are no easements proposed within the Conditional Use Permit area. The 0.66-acre property identified on Exhibit 'B' is within Parcel 2103-262-00-019. Electric lines are adjacent to the property along the western edge of Minturn Road. The construction management office will include a transformer and be connected to the existing electrical lines at the north end of the property.

Site Plan - Additional Salient Information:

1. The site is gently sloping downward from Minturn Road through the subject property.
2. The structures have been located along the eastern border of the property adjacent to the fencing to minimize visual impact.
3. Parking is permitted as shown on **'Exhibit B'**.
4. The existing access from Minturn Road will be used. This access will be maintained at a minimum 20' width.
5. Due to the nature of the use, and location of the property, no landscaping is anticipated.
6. There are no distinguishable existing landscape features on the proposed property.
7. No easements are required as a part of this Conditional Use Permit Application.
8. There is an existing drainage beyond the south edge of the subject property and a minor (15" CMP) drainage outflow approximately 85' from the south end of the property under Minturn Road.
9. Dust mitigation and Minturn Road cleaning will be maintained by Minturn North Construction Company.

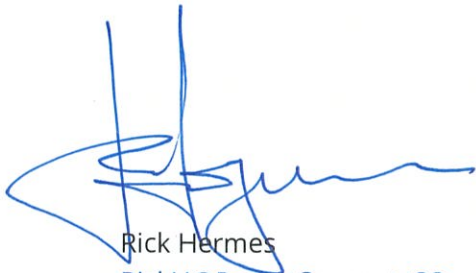
Restrictions and Conditions: The following restrictions and conditions shall apply to the subject property.

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19. Minturn North Construction Company is required to be under a valid lease agreement with Union Pacific Railroad.
20. Town Staff shall be allowed access to the site to inspect for approved CUP compliance at any time.

Sincerely,



Rick Hermes
RickH@ResortConceptsCO.com

EXHIBIT A

Lease Agreement

Industrial Lease (Year To Year) 09-01-06
 (Unimproved Property)
 Form Approved, Law

Project No. 0786605

LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE (“Lease”) is entered into on _____, 2024, between **UNION PACIFIC RAILROAD COMPANY** (“Lessor”) and **MINTURN CROSSING, LLC**, a Colorado Limited Liability Company, whose address is 225 Main St, Suite 101, Edwards, Colorado 81632 (“Lessee”).

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises (“Premises”) at Minturn, Colorado, shown on the print dated September 13, 2023, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for storage of construction materials, and parking of vehicles and trailers, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence June 15, 2024, contingent on the Town of Minturn approval of the special use permit, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

- A. Lessee shall pay to Lessor, in advance, fixed rent of twenty one thousand five hundred sixty three Dollars (\$21,563.00) per annum.. The rent shall be automatically increased by 3.0 percent (3.0%) per annum, cumulative and compounded.
- B. Not more than once every three (3) years Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article 4. GUARANTOR LIABILITY.

In order to induce Lessor to enter into the above Lease with Lessee, **RICK HERMES** (Guarantor) unconditionally and absolutely guarantees to perform all of the obligations of Lessee under the Lease to the same extent as if both Lessee and Guarantor had been named in the Lease as tenants with joint and several liability for the performance of all of the Lessee’s covenants and conditions contained in the Lease. Guarantor waives any legal obligation of Lessor to proceed first against Lessee or to exhaust any remedy Lessor may have against Lessee. All notices given to Lessee under the Lease will be deemed to have been given to Guarantor. Any modification, amendment, waiver, change or extension of any of the terms, covenants, or conditions of the Lease which Lessee and Lessor may hereafter make (including,

without limitation, any extension or renewal of the term of the Lease) will not in any way impair or discharge Guarantor’s liability to Lessor, regardless of whether Guarantor has notice or knowledge thereof.

Article 5. INSURANCE.

- A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.
- B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.
- D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Project No. 0786605.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:	Lessee:
UNION PACIFIC RAILROAD COMPANY	MINTURN CROSSING, LLC,

By: _____
General Director - Real Estate

By: _____
Title: Manager

Guarantor:
RICK HERMES

By: _____

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)
Form Approved, Law

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined

in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written

notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed

notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. WATER WELL(S).

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

D. Pollution Liability insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

- E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee’s liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

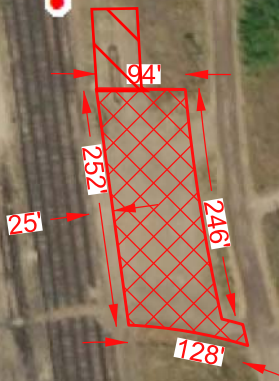
H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.




MP 302




TOP OF THE ROCKIES

N TAYLOR ST.

LEGEND:

LEASE AREA..... 

UPRRCO. R/W OUTLINED..... 

LEASE AREA: 28,750 SQ. FT./0.66 AC.+/-

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
MINTURN, EAGLE COUNTY, CO
M.P. 301.95 - TENNESSE PASS SUB.

DRG/CP/V-7A/23
SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-13-2023
DSK FILE: 3342-68

CADD FILENAME	0334268
SCAN FILENAME	AERIAL PRINT

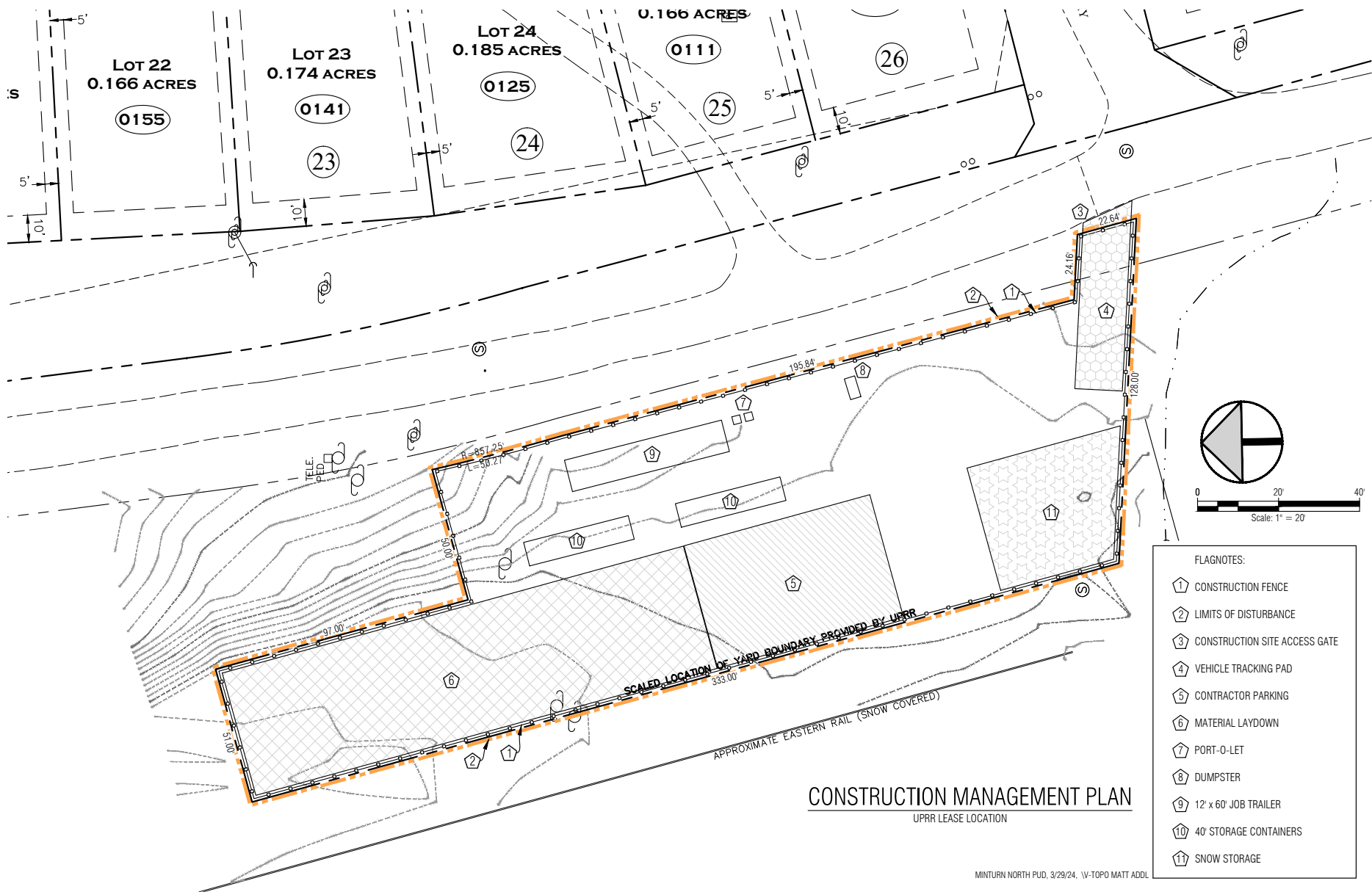


EXHIBIT B – Site Plan

EXHIBIT C – Site Photos & Google Earth Image

Section 8, Item A.



EXHIBIT D – Construction Management Plan Photos



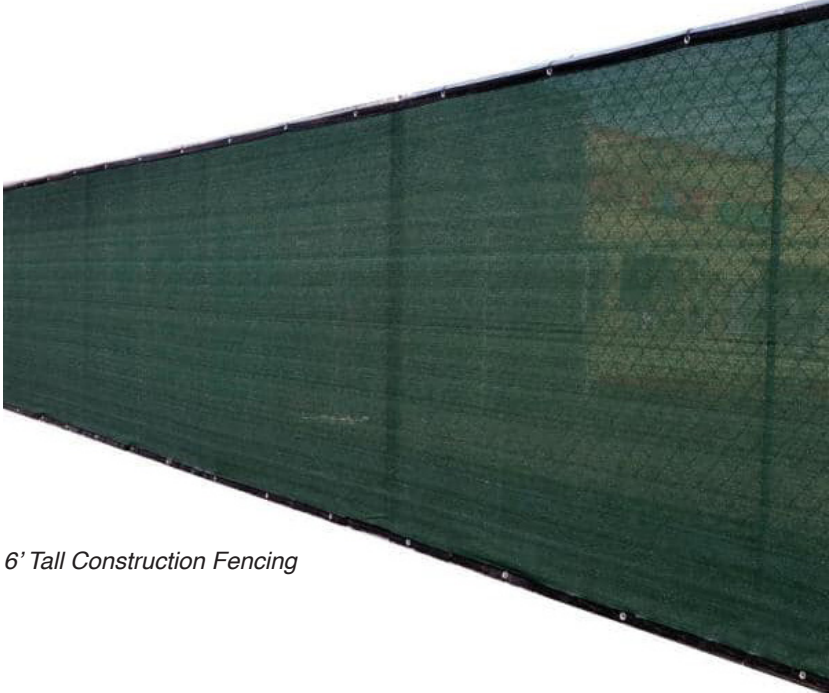
Job Trailer



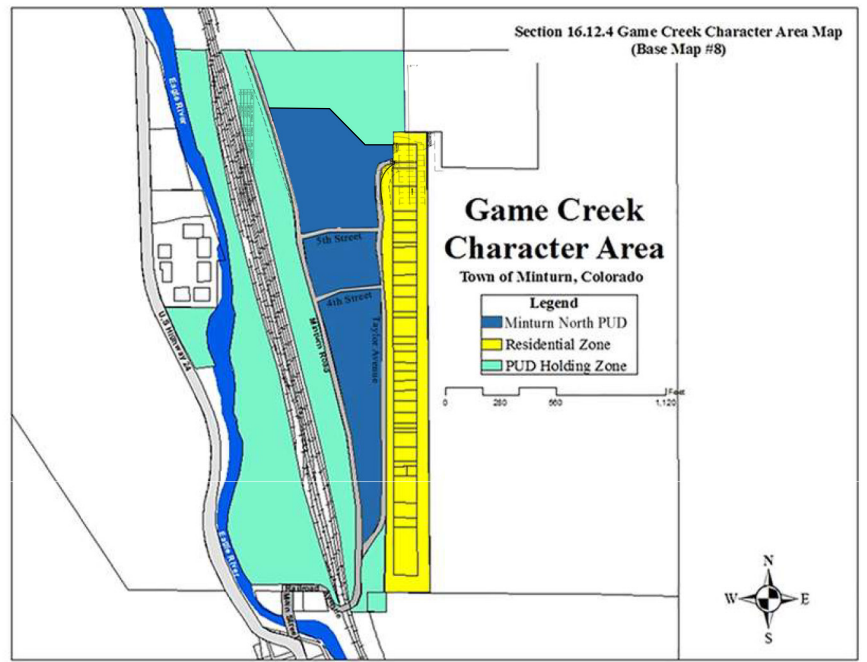
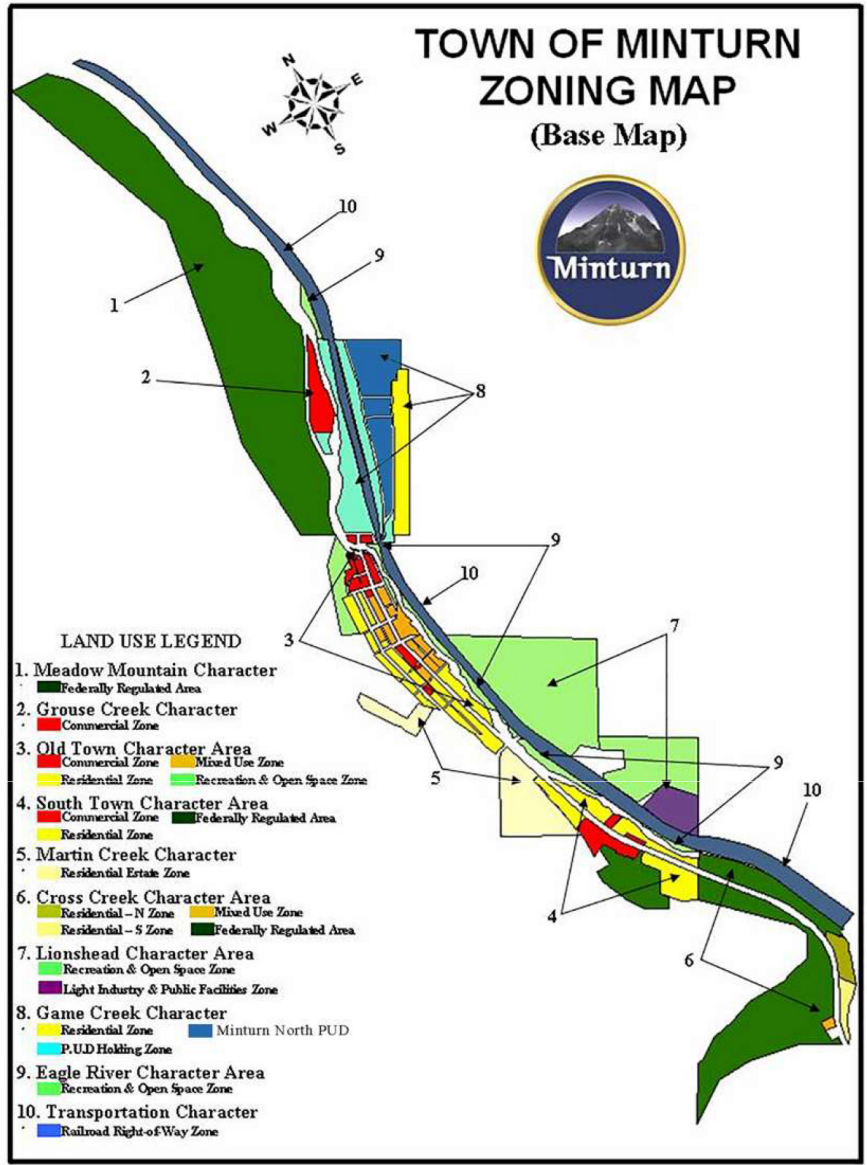
Storage



Toilets



6' Tall Construction Fencing



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



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

Memorandum

To: Minturn Planning Commission

From: Scot Hunn, Planning Director

Date: May 3, 2024

Re: Belden Place Amended Final Plan and Final Plat – Review of Ordinances

In 2022, the Town of Minturn Town Council approved via ordinance the Belden Place Planned Unit Development Final Development Plan for PUD (the “Final Plan”) and the associated Belden Place PUD Final Plat (the “Final Plat”) for Subdivision proposed by Miners Basecamp, LLC., (the “Applicant”). Prior to the Town’s approval, the Applicant filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of Single Family Equivalents/Water Taps (“SFEs”) made available to the project (the “Litigation”).

Subsequently, the Town filed a counter claim in the Litigation against Miners. Eventually, the parties agreed to institute a process to settle the issues between them rather than continue the Litigation. As a result, the Town and the Applicant entered into and executed a Settlement Agreement (the “Settlement”) as memorialized by the Town via Resolution No. 32, Series 2023 (attached).

The Settlement provides, among other things, a process for the processing and approval of minor modifications to the previously approved Final Plan and Final Plat, specifically to consolidate Lots 12, 13, and 14 and, therefore, to eliminate the triplex residential structures previously contemplated for those three lots; and to create a new Lot 12 wherein a single-family unit plus Accessory Dwelling Unit (ADU) would be permitted, thus lowering the overall density and intensity of uses within the PUD but, otherwise, maintaining the overall character and intent of the PUD.

Pursuant to those terms of the Settlement, the Applicant, represented by Mr. Brian Bevan, has applied to the Town for minor modifications to the previously approved Final Plan and Final Plat. As provided for within the Settlement, amendments to the Final Plan and Final Plat are to be processed as ordinances amending the Final Plan and Final Plat and, specifically, amending Ordinance No. 4, Series 2022 (Final Plan) and Ordinance No. 5, Series 2022 (Final Plat).

Minor Amendment to Final Plan (PUD Guide)

The final Development Plan (and PUD Guide) for the Belden Place PUD was approved via Ordinance No. 4, Series 2022, on March 16, 2022. The Applicant has presented a new PUD Guide

and associated final development plans showing or reflecting the consolidation of Lots 12, 13, and 14 and providing for development of a new Lot 12 as a single-family residential unit plus one (1) ADU.

Minor Amendment to Final Plat (Amended Final Plat)

The Final Subdivision Plat for the Belden Place PUD was approved via Ordinance No. 5, Series 2022, on March 16, 2022. In support of the proposed changes to the Final Plan to combine Lots 12, 13, and 14 into one lot (New Lot 12), the following images show the previous lot layout of those lots on the original final plat, as well as the new configuration proposed in the Amended Final Plat.

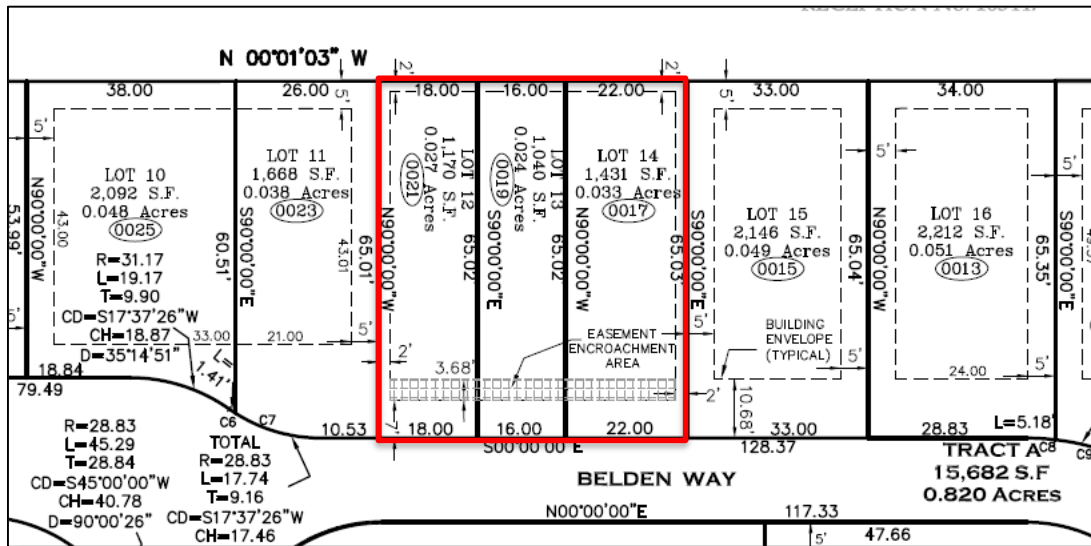


Figure 1: Original 2022 Final Plat Showing Lots 12, 13, and 14

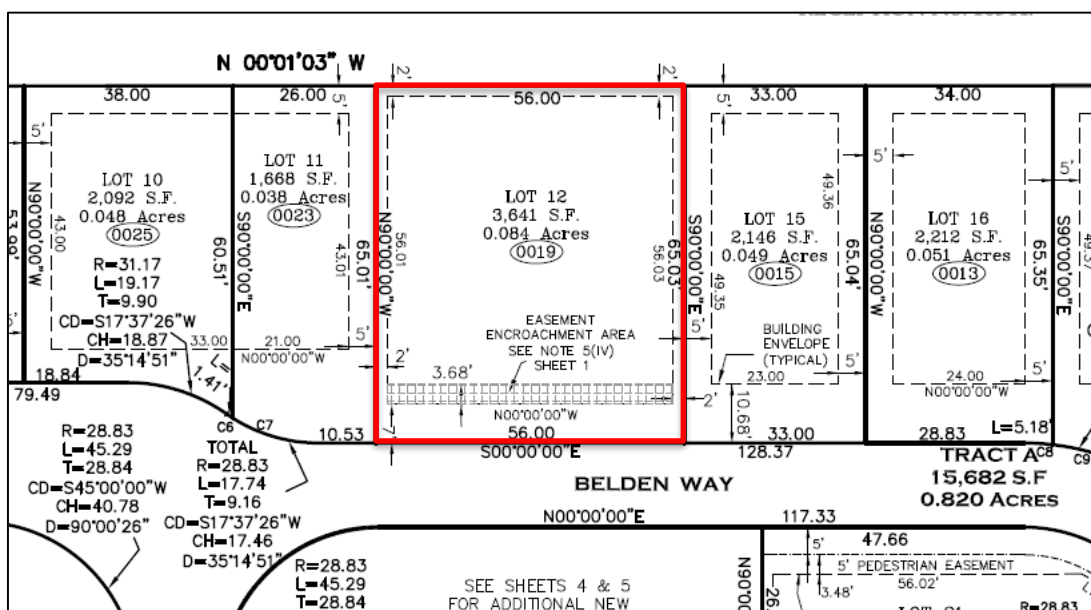


Figure 2: Proposed Amended Final Plat Combining Lots 12, 13, and 14 (creating Lot 12)

Summary of Process and Code Requirements

Pursuant to the Settlement, the Applicant is permitted to apply for minor modifications to the Final Plan and Final Plat:

“WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat.”

The Settlement also provides that such application “shall be processed” as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022. Therefore, staff has attached two Ordinances (TBD) for the Planning Commission’s consideration.

In addition to, or in support of the Settlement, Section 16-15-230 – *Changes to approved plans*, MMC, sets forth the provisions applicable to the processing and review of PUD amendments and Amended Final Plats.

Sec. 16-15-230. - Changes to approved plans.

(a) The PUD plan, as finally approved by the Town Council, shall be binding. Permits for construction or grading on a PUD shall be issued only on the basis of the approved final PUD plans. Any changes in the approved plan shall be submitted to the Town in accordance with the following:

(1) Minor deviations may be approved by the Planning Director. Minor deviations that may be authorized are those that appear necessary in light of technical or engineering considerations first discovered during actual development and that are not reasonably anticipated during the initial approval process, as long as they comply with this Code.

(2) Minor changes in locations, sightings, bulk of structures and height or character of buildings may be authorized by the Planning Commission if required by circumstances not foreseen at the time the final or preliminary plan was approved.

The changes proposed are, indeed, minor in nature and affect the location, sighting and, to some degree, the bulk of structures within the PUD. Therefore, the Planning Director has determined that such changes require Planning Commission review.

Additionally, Chapter 17, Article 8 – *Minor subdivisions*, MMC, provides procedures and requirements for the submission and review of Amended Final Plats. Staff has determined that the Amended Final Plat for the Belden Place PUD has been provided in accordance with the requirements of Article 8.

Staff is recommending **approval with no conditions** of attached Ordinances (TBD) to amend the Final Plan; to amend the Final Plat; and to Amend Ordinance Nos. 4 and 5, Series 2022.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 32 – SERIES 2023**

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SETTLEMENT AGREEMENT BETWEEN MINERS BASE CAMP, LLC AND THE TOWN OF MINTURN TO RESOLVE PENDING LITIGATION.

WHEREAS, Miners Base Camp, LLC (“Miners”), owns property in the Town of Minturn and has made applications for PUD zoning and subdivision approvals;

WHEREAS, the Town Council of the Town of Minturn approved Resolution No. 20, Series 2021 on June 16, 2021, approving with conditions the Belden Place Preliminary Subdivision Plat and Preliminary PUD Development Plan;

WHEREAS, the project/property is called the Belden Place Subdivision/PUD (“Belden Place”);

WHEREAS, on or about March 2, and March 16, 2022, Minturn’s Town Council held public hearings (*i.e.*, First Reading and Second Reading) and approved the Belden Place Final Development Plan for PUD (Ordinance No. 4, Series 2022), the Belden Place Final Subdivision Plat (Ordinance No. 5, Series 2022), the Belden Place Subdivision Improvements Agreement (“SIA”) (Resolution No. 8, Series 2022), a Cost Sharing and Construction Management Agreement (Resolution 10, Series 2022), and a Land Use Covenant (Resolution 11, Series 2022) (collectively, the “Belden Place Final Plan”);

WHEREAS, the buildout of the Belden Place Final Plan as approved requires 43.5 Single Family Equivalents/Water Taps (“SFEs”) to provide enough required water to all of the housing units approved by the Belden Place Final Plan;

WHEREAS, Ordinance No. 5, Series 2020, as amended, enacted a moratorium that limits the number of SFEs that can be used for new development (“Moratorium”);

WHEREAS, the SIA for the Belden Place Final Plan provided a total of 23 SFEs to Belden Place which is 20.5 SFEs short of providing enough SFEs to fully build out the project;

WHEREAS, prior to the approval of the Belden Place Final Plan, Miners filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of SFEs made available to the project (the “Litigation”);

WHEREAS, the Town filed a counter claim in the Litigation against Miners;

WHEREAS, following settlement discussion, Minturn, and Miners, have reached an agreement aimed at resolving the Litigation, as more particularly described in and contingent on implementation of the matters and transactions described in the Settlement Agreement.

WHEREAS, the Settlement Agreement allows Miners to submit an application to Minturn for the remaining 16 SFEs to be allocated to Belden Place.

WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat.

WHEREAS, the Settlement Agreement allows Miners to submit to Minturn an application to amend the SIA to conform with the change in the number of available SFEs and the revised number of lots.

WHEREAS, the Settlement Agreement provides a path to resolve the Litigation and provide a path forward for Miners to complete the Belden Place Final Plan

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

1. The Minturn Town Council approves the Settlement Agreement attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn any and all documents required to reasonably ensure completion.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 15th day of NOVEMBER, 2023.

TOWN OF MINTURN

By: 
Earle Bidez, Mayor

ATTEST:


Jay Brunvand, Town Clerk



SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into by and between Miners Base Camp, LLC, a Colorado limited liability company (“Miners”) and the Town of Minturn (“Minturn”) and is effective as of November 15, 2023 (“Effective Date”). Miners and Minturn are each a “Party” and, collectively, the “Parties.”

RECITALS

WHEREAS, Miners owns property in the Town of Minturn and made applications for PUD zoning and subdivision approvals;

WHEREAS, the Town Council of the Town of Minturn approved Resolution No. 20, Series 2021 on June 16, 2021, approving with conditions the Belden Place Preliminary Subdivision Plat and Preliminary PUD Development Plan for the property;

WHEREAS, the project/property is called the Belden Place Subdivision/PUD (“Belden Place”);

WHEREAS, on or about March 2, and March 16, 2022, Minturn’s Town Council held public hearings (*i.e.*, First Reading and Second Reading) and approved the Belden Place Final Development Plan for PUD (Ordinance No. 4, Series 2022), the Belden Place Final Subdivision Plat (Ordinance No. 5, Series 2022), the Belden Place Subdivision Improvements Agreement (“SIA”) (Resolution No. 8, Series 2022), a Cost Sharing and Construction Management Agreement (Resolution 10, Series 2022), and a Land Use Covenant (Resolution 11, Series 2022) (collectively, the “Belden Place Final Plan”);

WHEREAS, the buildout of the Belden Place Final Plan as approved requires 43.5 Single Family Equivalents/Water Taps (“SFEs”) to provide enough required water to all of the housing units approved by the Belden Place Final Plan;

WHEREAS, Ordinance No. 5, Series 2020, as amended, enacted a moratorium that limits the number of SFEs that can be used for new development (“Moratorium”);

WHEREAS, the SIA for the Belden Place Final Plan provided a total of 23 SFEs to Belden Place which is 20.5 SFEs short of providing enough SFEs to fully build out the project;

WHEREAS, prior to the approval of the Belden Place Final Plan, Miners filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of SFEs made available to the project (the “Litigation”);

WHEREAS, the Town filed a counter claim in the Litigation against Miners;

WHEREAS, rather than continue the Litigation, with the costs and uncertainty associated therewith, the Parties desire to institute a process to settle the issues between them as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending legally to be bound hereby, agree as follows.

AGREEMENT

1. Incorporation of Recitals. The Recitals above set forth are incorporated by this reference as if set forth herein verbatim.
2. SFE Hearing. Ordinance No. 5, Series 2020 allows a party to seek modifications to the SFE limitations contained in the Moratorium “on a case-by-case basis by the Town Council based upon a specific application.” Pursuant to the Moratorium, Minturn has 70 SFEs of available water service for future development. The Moratorium reserved the 70 SFEs for the Minturn North project. Minturn North project has since revised the total number of SFEs for the project to 54 SFEs. Accordingly, 16 SFEs remain available for new development.

Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application for the remaining 16 SFEs to be allocated to Belden Place. Minturn shall hold a quasi-judicial public hearing on Miners’ application within 60 days of receipt of the application. If approved, Belden Place would have a total of 39 SFEs (*i.e.*, 23 existing SFEs, plus the 16 additional SFEs). The quasi-judicial public hearing shall be scheduled on the same agenda as the first reading of the ordinances referenced in Section 3 below.

3. Belden Place Final Development Plan and Final Subdivision Plat Amendment Hearing. Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application to amend the Belden Place Final Development Plan and the Belden Place Final Subdivision Plat to eliminate the Triplex on Lot 12/13/14 and replace it with a single-family unit plus an ADU as shown on Exhibit A attached hereto and incorporated herein. The application shall be processed as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022.
4. SIA Amendment. Within 60 days of the Effective Date of this Agreement, Miners may submit to Minturn an application to amend the SIA to conform with the change in the number of available SFEs and the revised number of lots. Consideration of the application to amend the SIA shall be scheduled on the same agenda as the first reading of the ordinances referenced in Section 3 above.
5. Applications for Amendments. Miners shall execute application forms provided by Minturn to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA and execute the Town’s reimbursement agreement. Miners and the Town shall work in good faith to identify the information to be contained in Miners’ SFE application.

- 6. Stay of the Litigation. The Parties agree to stay the Litigation while the applications for the SFE allocation and amendments to the Belden Place Final Development Plan, Belden Place Final Subdivision Plat and the SIA are processed.

- 7. Dismissal of the Litigation if Approval is Granted. If Minturn approves Miners' SFE application and allocates the 16 SFEs to Belden Place (for a total of 39 SFEs to Belden Place), and Minturn approves Miners' Belden Place Final Development Plan amendment and Final Subdivision Plat amendment to replace the Triplex on Lot 12/13/14 with a single-family unit plus an ADU, and amend the SIA as described in Section 4 above, then the Parties shall file a stipulated dismissal of the Litigation and release their claims against one another in the Litigation. Each party shall bear its own costs and attorney's fees. In the event that Miners does not file the applications identified in Sections 2, 3 and 4 herein within 60 days from the Effective Date, or if Minturn does not approve the applications identified in Sections 2, 3 and 4 herein within 120 days from the Effective Date, then the Parties shall file a motion with the Court to terminate the stay of the Litigation and the Litigation will continue.

- 8. Approval of Belden Place Final Plan. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Belden Place Final Plan as amended, is deemed approved, and Miners shall be permitted to proceed with the Belden Place project in conformance with the amended approval documents. The Parties, however, shall cooperate and work in good faith to update any documents to reflect the amended approval documents such as the Land Use Covenant. Miners acknowledges that any future applications to amend the Belden Place Final Development Plan shall be subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.

- 9. Cost Sharing and Construction Management Agreement. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Cost Sharing and Construction Management Agreement approved in Resolution No. 10, Series 2022 is null and void. If such approvals are granted, Miners will support the Town taking action to revoke Resolution No. 10, Series 2022. Minturn will cooperate and work in good faith with Miners to apply for and receive approvals from the necessary parties (including but not limited to the Eagle Valley Land Trust and the United States Forest Service) such that Miners can construct the stormwater drainage improvement that will convey stormwater and runoff from Belden Place across Minturn-owned and federal property into the Eagle River. The Parties agree that Miners shall be responsible for compiling the necessary applications and obtaining approvals, but Minturn will act as the "applicant," if necessary, on approval applications with Eagle Valley Land Trust and/or the United States Forest Service. Minturn shall execute documents acknowledging the Town's grant of the right to install drainage improvements on Town property and generally expressing the Town's support for the drainage improvements.

10. Plea Deal Obligation Suspended/Terminated. The Parties acknowledge and agree that they entered into a Stipulation for Entry of Plea in Minturn Municipal Court in case number 2022-001. As part of the Stipulation, Miners is required to restore the disturbed site on the Property to pre-disturbance conditions by October 11, 2023, as more specifically described in Section F.1. of the Stipulation for Entry of Plea. The October 11, 2023, deadline, is hereby extended to October 11, 2024. Additionally, if Minturn approves Miners' SFE application and Belden Place Final Development Plan, Final Subdivision Plat, and SIA amendments as described above, then Miners' obligation to restore the Property as described in Section F.1. of the Stipulation for Entry of Plea shall terminate and no longer be required. Under such circumstances Minturn agrees to file appropriate documentation in Minturn Municipal Court in case number 2022-001 to effectuate this provision.

11. Right to Remove Lot(s)/Unit(s). The Parties acknowledge and agree that, even by replacing the Triplex on Lot 12/13/14 with a single-family unit and an ADU as described above, Belden Place may still be short SFEs to fully build out the project as configured. For a period of 7 years from the Effective Date, if additional SFEs do not become available for Belden Place so it can fully build out the project, then Miners may eliminate or reconfigure lot(s) and/or unit(s) in the project accordingly, subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.

12. Execution Voluntary. Each Party acknowledges that this Agreement is voluntarily made, that such Party has entered into this Agreement after having been advised by legal counsel of such Party's choice. Except for the express representations and/or warranties contained in this Agreement, each Party also expressly assumes the risk that the facts and law may be or become different from the facts and law as believed to exist by such Party in entering into this Agreement.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective agents, employees, independent contractors, servants, successors, assigns, heirs, executives, administrators, and all other persons, firms, corporations, associations, or partnerships related to each of them.

14. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof. No change, amendment, or attempted waiver of any of the provisions of this Agreement and no other agreement, statement, or promise made by any Party, which is not contained in this Agreement, shall be binding or valid unless it is set forth in writing and signed by all Parties.

15. Interpretation. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any Party. The headings contained in this Agreement are for convenience and reference only and shall not be used in the interpretation of this Agreement or any provision hereof.

16. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado, and the venue for any dispute relating to, or arising from, this Agreement shall lie in the District Court for Eagle County, Colorado.

17. The Parties Have Read this Agreement. This Agreement contains important legal commitments with significant legal consequences. Each Party hereby acknowledges and accepts these consequences and represents and warrants to each of the other Parties that the Party has: (i) read and thoroughly understands the provisions of this Agreement; (ii) has had an opportunity to discuss the terms hereof with the Party's legal counsel; and (iii) is executing and delivering this Agreement with full knowledge and understanding of its terms and consequences.

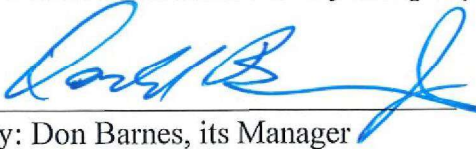
18. Miscellaneous: This Agreement:

- a. May be executed in counterparts and/or by electronic transmission, each of which shall be considered the same as an original, and all of which shall together constitute one document;
- b. Shall, with its remaining provisions, remain enforceable, even if some provisions are declared unenforceable;
- c. Has been jointly prepared and drafted by the Parties and, accordingly, shall not be construed against any single Party;
- d. Is a compromise of disputed matters entered into freely by the Parties to avoid the uncertainty and expense associated with further litigation, and is not to be construed as an admission of liability by any Party, each of whom expressly denies liability or fault;


19. CRE 408. This Agreement is protected by Colorado Rules of Evidence 408. The parties agree that this Agreement and any action taken by either party in furtherance of this Agreement may not be introduced in the Litigation if the Litigation's stay is lifted as provided herein.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**Miners Base Camp, LLC,
a Colorado limited liability company**


By: Don Barnes, its Manager

The Town of Minturn


By: Earl Bidez, its Mayor

TOWN OF MINTURN, COLORADO
ORDINANCE NO. TBD – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO APPROVING THE AMENDED FINAL
DEVELOPMENT PLAN FOR PLANNED UNIT
DEVELOPMENT FOR BELDEN PLACE PUD AND
AMENDING ORDINANCE NO. 4, SERIES 2022

WHEREAS, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

WHEREAS, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

WHEREAS, Chapter 16, Zoning, of the Minturn Municipal Code (the “MMC”) regulates zoning and land use within the Town; and

WHEREAS, the purpose of Chapter 16 is to encourage the most appropriate use of land, to preserve and promote the Town’s economy, heritage and small town qualities, and it is designed to promote the health, safety, welfare and convenience of the citizens; and

WHEREAS, Sec. 16-15-10 - Purposes and general provisions, MMC, establishes the purpose of the Planned Unit Development (“PUD”) Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of the MMC and the Community Plan; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, states that the PUD Overlay Zone District is adopted pursuant to Section 24-67-101, et seq., C.R.S., the Planned Unit Development Act of 1972; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, provides that the Town staff and the Planning Commission (“Commission”) shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of the MMC and the Community Plan; and

WHEREAS, the Town received an application for the Belden Place Preliminary Development Plan for PUD (“Preliminary Plan”) and Preliminary Subdivision Plat (“Preliminary Plat”) from Miners Basecamp, LLC., (the “Applicant”) on or about November 17, 2020; and

WHEREAS, the Commission held public hearings to consider the Preliminary Plan and Preliminary Plat on May 26, 2021 and June 9, 2021, and recommended approval with conditions of the Preliminary Plan and Preliminary Plat to the Town Council; and

WHEREAS, the Town Council, at a public hearing held on June 16, 2021, approved the Preliminary Plan and associated Preliminary Plat with conditions via Resolution No. 20, Series 2021; and

WHEREAS, the Town received a Final Development Plan for the Belden Place PUD (“Final Plan”) application, inclusive of associated zoning regulations and Subdivision Improvements Agreement (“SIA”), from the Applicant on or about August 31, 2021; and

WHEREAS, the Final Plan allowed for the development of forty-one (41) single--family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and one accessory dwelling unit on Lot 17 to be constructed on twenty-seven (27) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and,

WHEREAS, the Applicant intends to construct project infrastructure in one (1) phase to allow for the incremental build-out residential structures within the PUD as market conditions and absorption rates dictate; and,

WHEREAS, the Commission held a public hearing to consider the Final Subdivision Plat (“Final Plat”) on February 9, 2022, and recommended approval with conditions of the Final Plat to the Town Council; and

WHEREAS, the Town Council held public hearings (i.e., First Reading and Second Reading) and approved the Final Plan (Ordinance No. 4, Series 2022), and the Belden Place Final Plat (Ordinance No. 5), on or about March 2, 2022 and March 16, 2022; and

WHEREAS, prior to the approval of the Final Plan, the Applicant filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of Single Family Equivalents/Water Taps (“SFEs”) made available to the project (the “Litigation”); and

WHEREAS, the Town filed a counter claim in the Litigation against Miners; and

WHEREAS, rather than continue the Litigation, the parties desired to institute a process to settle the issues between them; and

WHEREAS, the Town and the Applicant entered into and executed a Settlement Agreement (the “Settlement”) as memorialized by the Town via Resolution No. 32, Series 2023; and

WHEREAS, the Settlement provides that, within 60 days of the Effective Date of the Settlement, Miners would be permitted to submit to the Town an application to amend the Final Plan and Final Plat to consolidate Lots 12, 13, and 14, to eliminate the Triplex residential unit planned for Lots 12, 13, and 14, and to replace it with a single-family unit plus ADU; and

WHEREAS, the Settlement also provides that such application “shall be processed” as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022; and

WHEREAS, the Town received an application for minor modification to the Final Plan (the “Amended Final Plan”) pursuant to the Settlement on or about December 14, 2023; and

WHEREAS, Sec. 16-15-230. - Changes to approved plans., MMC, permits minor amendments and modifications to approved PUD final plans; and

WHEREAS, Sec. 16-15-230. - Changes to approved plans, MMC, Subsection (2) provides that “Minor changes in locations, sightings, bulk of structures and height or character of buildings may be authorized by the Planning Commission if required by circumstances not foreseen at the time the final or preliminary plan was approved;” and

WHEREAS, Town of Minturn Staff (“Staff”) finds that the Amended Final Plan conforms with the Town’s standards; and

WHEREAS, the Amended Final Plan will allow for the development of thirty-nine (39) single-family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and two accessory dwelling units on Lots 12 and 17 to be constructed on twenty-five (25) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and

WHEREAS, the Commission, at their regular meeting of May 8, 2024, considered Ordinance No. TBD, Series 2024 to approve the Amended Final Plan and to Amend Ordinance No. 4, Series 2022, and recommended approval to the Town Council; and

WHEREAS, the Town Council, at their regular meeting of May __, 2024, considered Ordinance No. TBD, Series 2024, on first reading, to approve the Amended Final Plan and PUD zoning and to Amend Ordinance No. 4, Series 2022; and

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

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

SECTION 2. That the Belden Place Amended Final Plan is hereby approved.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE ____ DAY OF _____ 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 ____ DAY OF _____ 2024 AT

_____ 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 ___ DAY OF _____ 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



BELDEN PLACE
PUD GUIDE
+
ATTAINABLE
HOUSING PROGRAM

Planned Unit Development Guide

I. PURPOSE

The purpose of this document is to provide the applicable standards, restrictions and nuances which govern land-use and design within the Belden Place subdivision. The PUD Guide will serve as the "Zone District Regulations" for the PUD and is in conformance with the approvals and conditions as set forth by the Town of Minturn and the applicable Development/Municipal Code thereof.

II. APPLICABILITY

The Belden Place PUD authorizes a total of 39 dwelling units on 25 lots. The residential mix of units are comprised of single-family, duplex, triplex and multifamily dwellings on approximately 2.7 acres of land within the south Town of Minturn, Eagle County, Colorado. All development within the Belden Place PUD is administered by the Town of Minturn through the provisions of this PUD Guide. Building construction within the PUD is governed by the applicable Town of Minturn ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103, C.R.S., as amended.

III. GENERAL CHARACTER

The Belden Place neighborhood is characterized by a mix of elements from the Town of Minturn code and Comprehensive Plan. This walkable/multi-modal development with connection to downtown and the Minturn Fitness Center is comprised of single-unit, duplex-units, and multi-family units, located along a local, privately owned and maintained street that loops through the development. Anchoring the subdivision is a dedicated central greenspace/common area for residents to gather that includes a recreation area. Across the highway public has access to the Boneyard, which is a permanent open space area complete with river access and to the south, access to National Forest Service lands.

IV. PUD CONFLICT AND ENFORCEMENT

The Belden Place PUD Guide constitutes the standard zoning provisions for this subdivision, as adopted by The Town of Minturn. Where this Guide is silent, the applicable provisions of Town of Minturn development code shall govern. If there is any conflict between the provisions of this Guide and the provisions of Town of Minturn development code or any other ordinances, the provisions of this Guide shall prevail and govern the development of the PUD.

The Town of Minturn is responsible for the interpretation and enforcement of this PUD Guide in accordance with the Minturn Municipal Code. The Belden Place Owners Association may enforce this Guide in accordance with the terms of the CC&Rs. The Town of Minturn expressly reserves the right to refuse to approve any application for a building permit or certificate of occupancy for the construction or occupancy of any building or structure within the PUD if said building or structure fails to comply with the requirements of this Guide. This provision shall not be construed as a waiver by any appropriate party, including without limitation, any owner of a Dwelling Unit, the Owners Association, the

Design Review Committee, or the Developer, of any right to appeal, pursuant to the appeal rights otherwise available under the Town development code, building codes, or by other applicable law.

V. PUD AMENDMENTS

Changes in use resulting in more intensity of development, major rearrangement of lots into areas not previously containing development, overall increases in development intensity or density, and decreases in the area or provisions for dedicated open space will require approval by the Town Council following the procedures of the Town code for the submittal of an Amended PUD, pursuant to the Town of Minturn Municipal Code, currently § 16-15-230, as may be amended.

VI. DEFINITIONS¹

Accessory Dwelling Unit. A dwelling unit that is accessory and subordinate to the principal use of the property that has been designed and intended for occupancy by the caretaker of said property, persons who live and work in Eagle County, or relatives and guests of the occupants of the principal use of the property. An accessory dwelling unit contains a kitchen facility separate from the principal use.

Accessory Use. A use located or conducted upon the same lot as the principal use to which it is accessory that is clearly incidental, subordinate, secondary and devoted to the principal use, and is customarily found in conjunction with the principal use. For example: personal gardens are accessory uses customarily found in conjunction with residential uses.

Association. Association shall mean the Belden Place Owner Association (BPOA or OA).

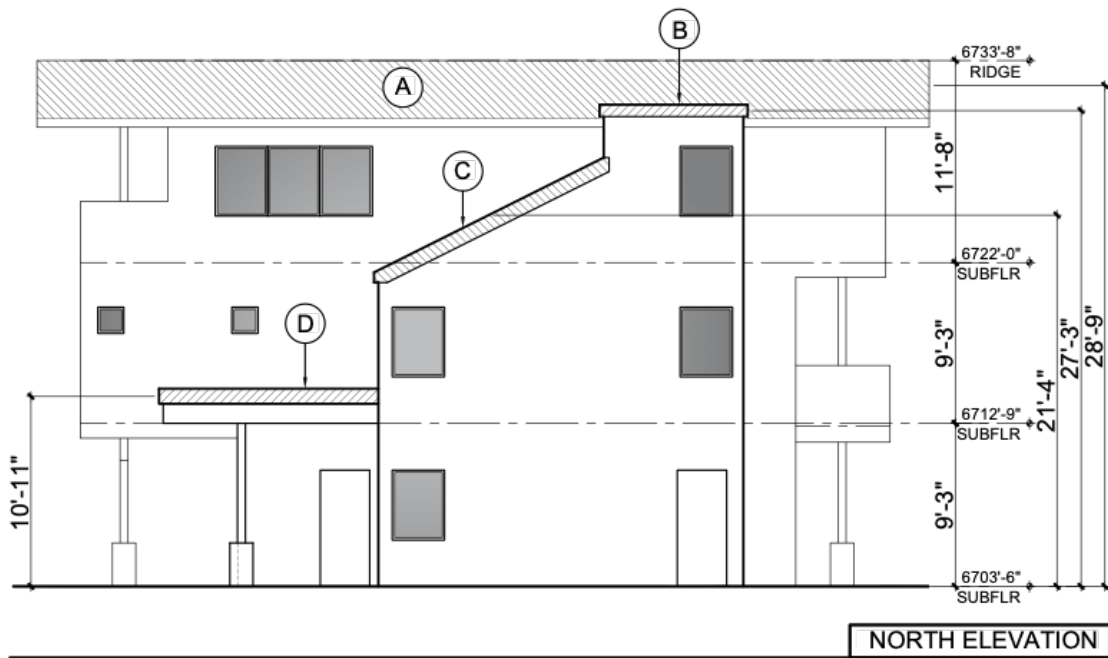
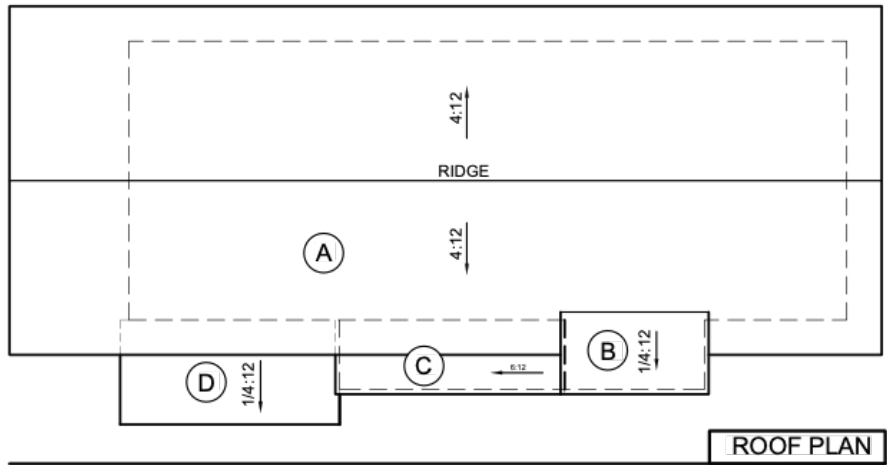
Building Lot Coverage. Building Lot Coverage means the portion of a lot that is covered by buildings, including all interior space including garages, and all enclosed cantilevered portions of a building, covered porches, covered walkways and similar covered areas. Buildings are measured at the outside exterior wall.

Building Envelope. Building Envelope means that portion of a Lot, which may be depicted and designated as the Building Envelope on the Belden Place plat. All structural improvements must be located entirely within the Building Envelope unless expressly permitted in this PUD Guide.

Building Height. Determining building height uses a weighted height calculation as measured from final/finished grade- *See illustration, next page.*

Building Setbacks. See Building Envelope.

¹ All images herein this section or in design section are for illustrative purposes only, and do not necessary reflect architectural requirements or restrictions as found in this PUD guide, nor the lot lines or parcel shapes as found on any plat for Belden Place or duplex or multi-family subdivision plats. Where conflict arises, text shall rule.



ROOF MARK	ROOF AREA (SF)	ROOF AREA %	AVG HEIGHT	WEIGHTED AVG
A	984	85.1	28'-6"	2,425.35'
B	40	3.5	27'-3"	95.37'
C	56	4.8	21'-4"	102.38'
D	76	6.6	10'-11"	72.07'
TOTAL:	1,156	100.0	-	2,695.17'

$2,695.17' / 100 = 26'-11"$ AVG ROOF HT

Condominium Unit. An individual air space until consisting of any enclosed room or rooms occupying all or part of a floor or floors used for residential purposes, together with the interest in the common elements appurtenant to that unit. Dwellings are intended to be occupied by one family living independently of any other family and having not more than one indoor kitchen facility which is limited to the use of one family. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

Duplex. Duplex structure shall consist of two-dwelling units within a single, architecturally integrated structure. A duplex- also referred to as a two-family structure, contains a primary and secondary unit. If the property is divided each of the units can be owned separately as

fee simple estate and ownership and can be conveyed or transferred independently. The secondary unit must be integral with the architecture of the primary unit. See illustration in design section.

For purposes of dwelling unit definition each duplex residence counts as a dwelling unit, with a maximum of two dwelling units per duplex structure.

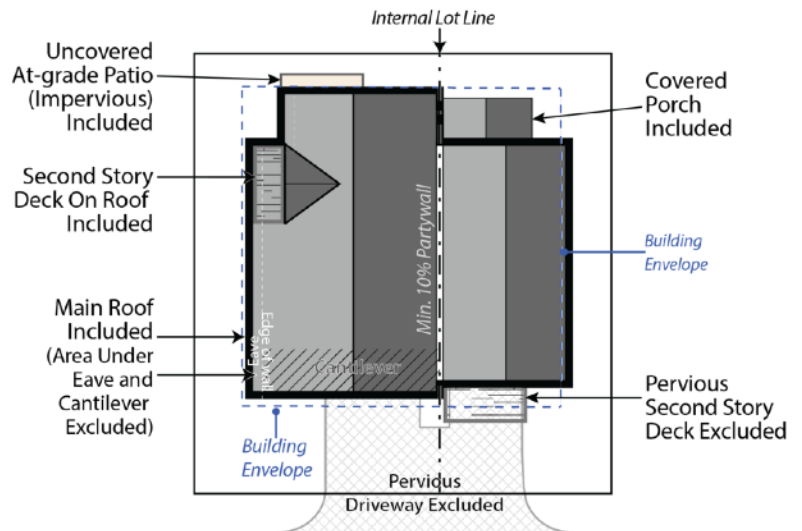
Dwelling Unit. One or more rooms occupied by one family or group of people living independently from any other family or group of people and having not more than one indoor cooking facility which is limited to the use of one family. For purposes of density calculations, Accessory Dwelling Units are not considered a separate dwelling unit and shall not affect density calculations. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

Grade, Established. Established grade means the final elevation of the ground level as established with the initial building permit for each residence within the development.

Greenspace. Greenspace areas include all areas surrounding impervious materials and surfaces; and areas surrounding buildings. Common or useable greenspace areas (area under ownership of the Association) may have playground equipment, picnic benches, and improvements such as fire pits etc. as provided and approved by the Owners' Association. All common greenspace areas are maintained by the OA.

Home Occupation. A Home Occupation means the conduct of a business, occupation or trade as an accessory use entirely within a residential building or accessory structure for gain or support, only by residents of the dwelling. Home occupations do not serve patrons on the premises, except in an incidental manner. No signs, nor advertising of any sort may be located on residential premises.

Site Coverage. Site coverage means the portion of a lot covered by materials forming any unbroken surface, impervious to water including, but not limited to: buildings, streets, slab on-grade patios, exterior fireplaces, and other hardscape materials. Site coverage excludes non-hardscape areas under eaves or similar (e.g., open-sided cantilever).



Kitchen Facility.

A Kitchen Facility means a room or portion of a room devoted to the preparation or cooking of food for a person or a family living independently of any other family which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A room containing a wet bar or similar that is a homeowner convenience and is not intended to function as the cooking facility for a separate dwelling unit (does not contain a gas or 220-V electric hook-up) shall not be considered a kitchen facility.

Triplex. Triplex structure shall consist of three-dwelling units within a single, architecturally integrated structure. Triplex structures can be constructed as townhomes or vertical flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

Multi-family. Multi-family structure shall consist of four or more dwelling units within a single, architecturally integrated structure. Multi-family structures can be constructed as vertical townhomes, condominiums, or horizontal flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

Open Space. A dedicated lot within the Belden Place neighborhood dedicated to public or private use, intended for use in its natural state, or which may be landscaped and improved for such amenities as playgrounds, passive or active recreation areas, picnic areas, pedestrian footpaths, etc.

Parking Space. Parking spaces may include driveways, garages, or within designated areas along greenspaces for Belden Place.

Primary And Secondary Lot Lines. Primary lot line means platted lot or parcel lot lines utilized to compute compliance with this zoning document. Secondary lot line means the internal property line that resubdivides (e.g.) a duplex or triplex structures into two (2) or more properties and do not have setback requirements.

VII. DESIGN STANDARDS

The following Intent Statements are intended to provide further information regarding intent and performance expectations for Belden Place site and building/design standards.

A. GENERAL INTENT

- Implement the Town of Minturn Comprehensive Plan.
- To continue Minturn's physical character and convenient access to community assets, public open space, and transit.
- Improve compatibility with and respect for the existing character and context of Minturn and its eclectic persona through use of considerate lot size, form, color and materials.
- Give prominence to livable scale and historic lot sizes and the variable building proximities found in the town, which is a defining element of the eclectic character and design foundation of Minturn in general.
- Spatially define lots and their associated greenspace as a positive feature resulting in a manner that promotes a tight-knit community.
- Provide pedestrian connections between Belden Place, public open space, commercial amenities and transit.

B. BUILDING PLACEMENT AND ENVELOPES

Residential building envelopes are necessary in order to maximize the buildability and economic viability of the lots while offering greenspace and or space between neighbors to the greatest extent possible. All portions of structure- including fireplaces, chimneys, window wells, eaves, overhangs, etc. must be contained within property lines; however,

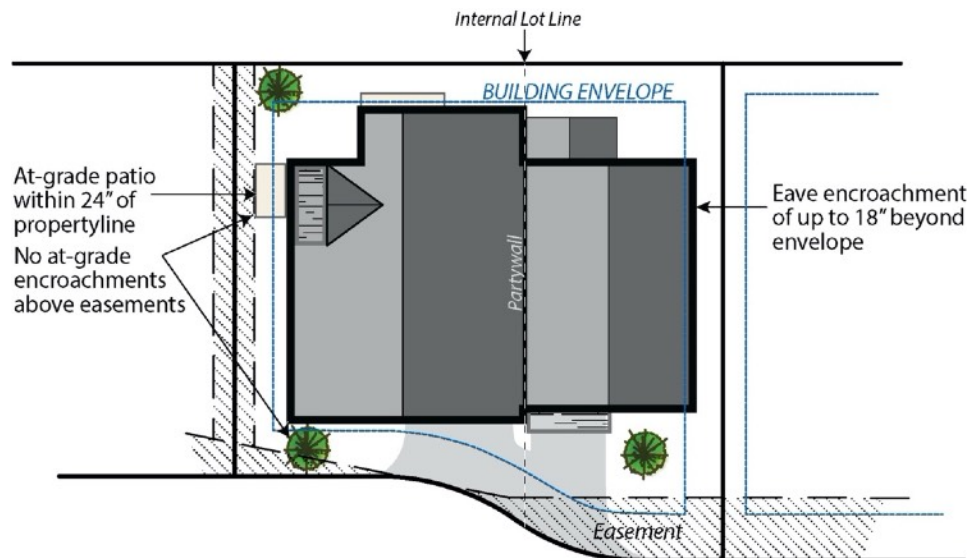
with the platted building envelope acting as building setbacks for each lot, encroachments are available for certain features.

The following encroachments are permitted beyond the platted building envelope:

Unenclosed or uncovered decks; deck supports; eaves up to 18" beyond the envelope; porches, patios and landings less than 30" above the surrounding natural or finished grade; window or light wells; heat or A/C units; residential solar alternative energy installations; fences; counterforts below grade; staircases (enclosed or otherwise); structures of less than 6" in height; landscaping and drainage features. No encroachment may be located within 24" from the property line or directly on top of in-ground utility easements. Underground parking elements and staircases may encroach within 12" of the most southern property line on Lot 7.

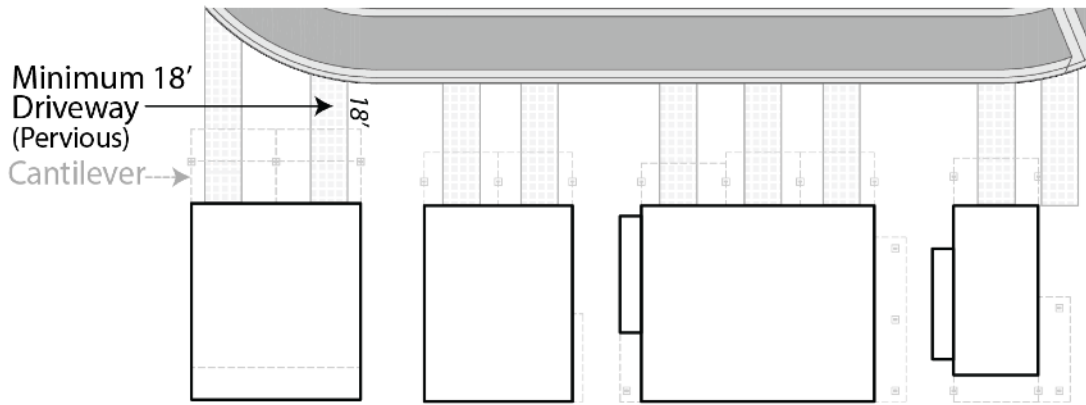
General Notes:

- All lots except for Lots 7, 21-25, and 17: Minimum 8' between residences required measured from eave to eave.



C. PARKING

- Driveways must be long enough to accommodate a minimum of one (1) vehicle parking space for each residence.
- All parking spaces shall be a minimum of 9' x 18'.
- Parking spaces shall not be located on sidewalks.
- Storage of inoperable vehicles or storage in general is prohibited in exterior parking spaces.
- ADUs are only permitted if there is sufficient parking for this additional dwelling unit. Parking requirement: Minimum of 1 space.



D. BUILDING HEIGHT

All residences have the height limitation as shown, as measured per the PUD definition.

Structure	Height Max
Single-Family Homes	28'
Duplex Unit/Tri-plex	28'
Multi-family Units: Stacked Flats (Lot 7) and 5-Plex (Lots 21-25)	35'

E. BUILDING HEIGHT EXCEPTIONS

The height limitation shall not apply to antennas, mechanical equipment, elevator enclosures, staircase/rooftop access enclosures, ridge vents, cupolas, chimneys, ventilators, parapets, skylights, solar panels or similar, and necessary mechanical appurtenances usually installed above the roof level.

F. SITE COVERAGE

Lots	Class	Max %
Lot 1	SF	60%
Lots 2/3	DU	70%
Lot 4	SF	70%
Lots 5/6	DU	55%
Lot 7	MULTI	50%
Lots 8/9	DU	70%
Lots 10/11	DU	65%
Lot 12	SF	70%

Lot 15	SF	60%
Lot 16	SF	60%
Lot 17	SF	50%
Lot 18	SF	45%
Lot 19	SF	45%
Lot 20	SF	50%
Lots 21/22/23/24/25	MULTI	65%
Lot 26	SF	70%
Lot 27	SF	70%
Notes	1	Sidewalks shall not be included in site coverage calculations



G. PERMITTED USES

Lot Classes

Single-Family Lots:

USE	NOTES
Accessory Dwelling Unit	One (1) unit. Unit is connected to main dwelling and cannot be subdivided. ADU has independent kitchen and shall be no larger than 750 sq. ft. ADU is not considered as a primary dwelling unit, as it is integral to the home as an accessory use. ADUs will require additional water service allocations (taps) and charges pursuant to Code Chapter 13. ADUs are included in Site Coverage calculations and cannot exceed maximum limitation for that lot.
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code.
Family Child Care	Use permitted pursuant to the Town of Minturn Municipal Code.

Duplex/Tri-plex/Multi-Family Lots:

USE	NOTES
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code

Tracts A, B, C, D:

USE	NOTES
Road, Open Space*, Drainage*, Utilities, Snow Storage	*Playground equipment, park benches and features, or similar may be placed here. Hardscape pedestrian walkways, paths and lighting fixtures are permitted in these areas. Undefined utilities (e.g. internet or similar) can be placed here without the need for additional easements.

All lots:
Residential Solar Energy Systems and Equipment (Personal Use)

Short-term rentals as defined in the Minturn Code are not permitted in Belden Place.

H. ARCHITECTURAL DESIGN CONTROLS – *See also Belden Place PUD Design + Use Guidelines*

1. SINGLE-FAMILY DETACHED

- a. Style
 - (1) Residences with the same architectural elevations and coloring shall not be placed adjacent to each other or directly across the street from one another.
 - (2) Each residential unit type shall have at least two (2) elevations to provide stylistic diversity. This may include:
 - i. Roof forms/lines and profiles
 - ii. Varied window and door styles
 - iii. Varied entry treatments and locations including porches, columns, etc.
 - iv. Two or three story homes
 - v. Second or third story decks or balconies
- b. Building Form
 - (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front and sides of the homes.
 - (2) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.
 - (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

2. DUPLEX/TRI-PLEX or MULTIFAMILY STRUCTURES

- a. Style
 - (1) Structures shall have at least two (2) elevations to provide stylistic diversity.
 - (2) Units may be multi-stories.
 - (3) Units may be divided horizontally (townhomes) or vertically (flats).
 - (4) Second story decks or balconies permitted.
 - (5) Units have no minimum length of connection and may be joined via shared walls of the garage, external staircases, or main living area wall(s) or floors.
- b. Building Form
 - (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front of the homes.
 - (2) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.
 - (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

3. MATERIALS

- a. Roofing materials are limited to the following:
 - (1) Artificial wood shingle (to mimic wood shake shingle). Treated wood shake shingles or any other combustible material is prohibited.

- (2) Standing seam metal.
 - (3) Asphalt shingles.
 - (4) Imitation (composite or similar); or, real slate tiles.
 - (5) Non-reflective solar tiles that mimic the above-mentioned products
 - (6) Any other recommended FireWise materials similar to the above-mentioned products.
- b. Siding materials are limited to the following:
- (1) Metal
 - (2) Wood
 - (3) Composite siding
 - (4) Fiber cement board (commonly known as “Hardie Board”)
 - (5) Stucco.
 - (6) Any other recommended FireWise materials similar to the above-mentioned products.
 - (7) All siding materials to have non-reflective finishes.
- c. Doors and Windows:
- (1) Structures with multiple garage doors must always have identical, matching doors.
 - (2) All replacement windows shall be consistent and match the aesthetic of previous windows unless otherwise approved by the design review board. Skylight or solar tubes permitted.
 - (3) Screen or storm doors, in addition to typical front doors are permitted. Screen or storm doors cannot replace front doors at any time.
- d. Design Elements. This development may incorporate mountain appropriate design elements into the buildings, including, but not limited to, exposed heavy timber beams as accent elements or entry features, walls faced with wood, stone, faux stone or cultured stone, metal railings or accents. Stucco may only be utilized in small quantities on building facades and is not to be used as a primary material for home.
- e. Building materials for residential exteriors shall include at least two (2) types of materials as part of the building façade.

I. **LANDSCAPING** – See also *PUD Landscaping Plan*

Shall not interfere with any drainage way, utility, pedestrian access, or entry into any structure. Landscaping shall not obscure windows, be installed under gas fireplace or dryer vents, nor shall any landscaping material overtake any yard, or spread into any common or neighboring yards.

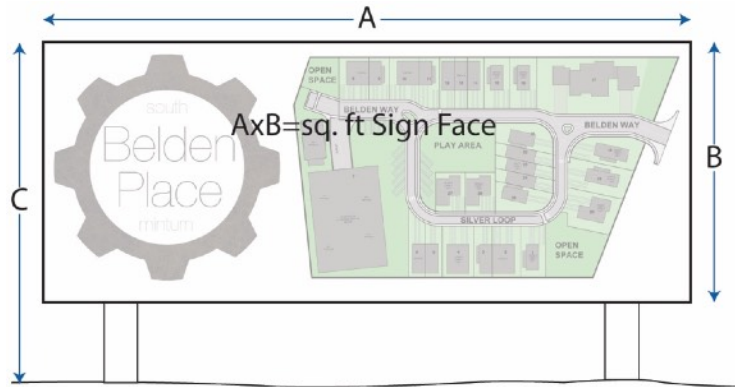
Landscaping minimums:

1. At least one (1) tree per 1,200 sf of lot area and two (2) shrubs for all lots. See also *official Landscaping Plan for Belden Place*.
2. All landscaping proposed on the approved Landscaping Plan shall be installed initially with expectations for maintenance.
3. No exposed soil is permitted. Soil must be covered in groundcover that may consist of seed (includes wildflower seed), cobble, perennials, mulch, or similar.

- All dead materials must be replaced during the same season death occurs.

J. SIGNS

Temporary Subdivision Sign. Temporary subdivision sign limited to one (1) sign to be permitted during sales and construction of residences. Signs may be double-faced front and back. The signs shall be a maximum of 20 SF per sign face (A x B). 40 SF for a double face sign, front and back. Sign shall not exceed 8 feet in height (C).



The sign may not encroach or impede the visual site clearance triangle at the subdivision entrance. Sign may be illuminated by means of downcast “portrait” lighting only.

Individual real estate signs may also be permitted on individual lots during construction and may not exceed 20” x 24” in size for each lot.

Permanent Subdivision Sign. Permanent site identification signs may be erected for the purposes of identifying this neighborhood. This sign shall be considered a monument-type sign and shall be integrated into the landscaping of the allocated easement on Lot 18. The color style design and material shall conform to the general architectural character of the Belden Place and shall comply with the Town of Minturn sign code.

BELDEN STREET SIGNS AND LIGHTING
Using wood posts and metal accents, this is an illustration of Belden Place common street signs, posts, and pathway lighting bollards.



K. LIGHTING

- Lighting within the project shall consist of downcast varieties and shall not cast any glare on adjacent land uses or property. Light poles shall not exceed 15 feet in height and shall be coordinated with the Town of Minturn as to location style and function through the building permit process. Poles shall be downcast and bulbs shall not be visible from beyond the boundaries of Belden Place.

2. All lamps shall be fully shielded by baffles extending at least two (2) inches below the bulb or protective lens. Shielding shall be required for all lamps including accent entry ways, pathway lighting, bollards, or, other pedestrian or safety lighting.
3. Illuminated signage is prohibited on residential lots. Pedestrian crosswalks and traffic signs may be illuminated. Monument lighting or buildings within common areas may also be illuminated, using downcast lighting.
4. Obtrusive canopy lighting and/or up-lighting of trees is prohibited. No illuminated flags and/or up-lighting of flag poles is permitted.
5. Residential downcast solar lighting is permitted to be used throughout Belden Place.
6. Motion sensor lighting is permitted to be used on residential lots; however, placement of which, must ensure that lighting does not affect adjacent properties or create glare.

L. STORAGE

1. No outside (aka open air) storage of materials other than those required for the initial construction of the structures shall be permitted. Residential trash shall be kept in wildlife-proof, lidded and/or sealed containers in a garage or shelter until the day of collection. Exception: temporary construction dumpsters are not required to be considered wildlife proof. That being said, no food waste may be disposed of in construction dumpsters, and must be placed in wildlife-proof, lidded and/or sealed containers until the day of collection.
2. Temporary trailer and/or residential units may be used as sales or construction offices during the initial sales and construction of Belden Place. Temporary trailer and/or residential units may not be used as sales or construction offices for the purposes of re-selling existing homes. Temporary material storage, or other temporary construction uses may be permitted during the construction time only; provided such activities are secured and not offensive. Such temporary uses shall terminate 90 days after receiving TCO of the final building within the project for which they were utilized.

M. MAINTENANCE

The Association shall be responsible for all common area maintenance including any drainage features. This includes, but is not limited to landscaping, playground equipment, underground drainage equipment or drainage ponds, irrigation systems, easements, utilities outside of residential lots, perimeter fencing, roads- includes snow removal, and common parking areas.

N. OTHER PROVISIONS

Miner's Base Camp, LLC hereby makes, declares, and establishes the limitations, restrictions, and uses upon all of real property contained within the subdivision as a Planned Unit Development (PUD) running with the land and binding upon all future owners of the lots within the subdivision, so long as this PUD is in effect.

No activities shall be conducted on the properties, which may be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on any of the properties and no open fires shall be permitted on the properties

except in a contained unit such as a barbecue grill intended for cooking purposes or within a safe, and well-designed fireplace or exterior/removable fire pit which has a gas shut off.

Invalidation of any of these regulations and or restrictions by judgment or court order shall in no way affect or limit any other provision, which shall remain in full force and effect.

The Town of Minturn shall have the right to enforce these zoning restrictions and conditions placed within this PUD document. The Association shall enforce private covenants. Failure by the Town or Association to enforce any applicable regulation, restriction, or any covenants associated with Belden Place PUD shall in no event be deemed a waiver of the right to do so thereafter.

All construction, utility, drainage and/or other improvements including rights-of-way, or pedestrian improvements within the subdivision must be maintained and unobstructed at all times. Grading on the residential lots shall not be altered unless deemed necessary for drainage purposes. The potential for soil erosion due to removal of landscaping, etc. must be remedied immediately. All dead landscaping must be replaced upon discovery, during acceptable planting time during that same year of discovery.

Parking for each unit is limited the number of assigned spaces per lot, unit or structure.

|

APPENDIX A - ATTAINABLE HOUSING PROGRAM

This project is in accordance with the Community Housing Standards and Guidelines, Town of Minturn Article 26 of the Municipal Code. To the extent the Belden Place Deed Restrictions are silent, the Minturn Housing Standards and Guidelines, shall control.

The Belden Place PUD has three levels of initial restriction, components of which, meet or exceeds the requirements of the Minturn Housing Program.

Level 1: Buyer Restrictions. Aimed to ensure Minturnites have the first opportunity to purchase a Belden Place home within the town. 100% of all homes have this restriction.

Level 2: Deed Restricted Units. Four (4) units of the Belden Place residential units shall be community housing units with an initial maximum sales price set at or below two hundred percent (200%) AMI affordability level.

Level 3: Resident-Occupied Units. 20 units are restricted to be occupied by residents on a full-time basis.

LOCAL BUYERS PROGRAM – ALL LEVELS

Purchasers of Belden Place housing units that carry restrictions, and during each offering period, must be a qualified buyer/owner who meets the following criteria:

1. **Qualified Buyer: Business Owner.** An established business owner in Eagle County, Colorado. Business Owner may live in residence or rent out dwelling to employees of the business or as qualified below.
2. **Qualified Buyer, Resident or Renter: Employee.** An individual who works an average of 20+ hours or more per week for at least one year at a business in Eagle County, Colorado for a business that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. If an individual has worked 40+ hours per during one half of the year at such a business in Eagle County, Colorado, and worked elsewhere for the other half of the year, such person would be considered qualified to purchase or rent a designated home.
 - a) An individual who is working for an employer based in another geographic location, but has been a homeowner or renter of a residence, or, is a registered voter in Eagle County for at least 5 years prior, would be considered qualified to purchase a designated home.

3. **Qualified Buyer, Resident, or Renter: Retiree.** An individual who has recently retired; is 60 years of age or older at the time of retirement; and, for the 5 years immediately prior to retirement, worked an average of 20+ hours or more per week at a business in Eagle County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.
4. **Qualifications.** Proof to establish qualifications for any buyer/owner, must be provided to the Town of Minturn or Administrator for review and approval, prior to sale and purchase of any restricted lot, or rental of a restricted Level 2 or Level 3 unit. Qualified renters of a restricted Level 2 or Level 3 unit must also do the same.
5. **Qualified Minturn Buyer/Resident.** Minturn Residents must show proof of physical address. All qualified residents must have lived at this residence or within the town for at least one (1) year.
6. **Rentals, Unit.** Units purchased by qualified buyer/owner, may rent their property to a tenant/individual who works an average of 20+ hours or more per week at a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business for a period of 6 months prior to tenancy, or has a legitimate contract to work for a business for a minimum of six (6) months after tenancy.
7. **Rentals, Room.** Tenants renting a room while qualified buyer/owner resides in the home, do not have to qualify for this program.

LEVEL 1 RESTRICTIONS: Buyer Restrictions. All units.

1. Buying and Selling of properties: Tier Sales.
 - a. Within the first 30 days of unit being offered for sale, sales are limited to Minturn Residents who are qualified buyers/residents.
 - i. Non-qualified buyers must pay 4% buyout fee based on the final purchase price to be paid to the Town of Minturn during this time frame. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.
 - b. After 30 days and up to 60 days of unit placed on the market sales are limited to Minturn and Eagle County qualified buyers/residents.
 - i. Non-qualified buyers must pay a 3% program buyout fee based on the final purchase price to be paid to the Town of Minturn. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.
 - c. After 60 days sales are open to any buyer, for any unit that does not carry Level 2 or 3 qualification requirements.

LEVEL 2 RESTRICTIONS:

AMI Restricted Units, For Sale: Four (4) units.

1. The initial sales price shall be no greater than that which is affordable to households earning up to 200% AMI, as determined by Administrator. Households means all individuals who will occupy a unit regardless of legal status or relation to the owner or lessee. AMI or Area Median Income means the estimates of median income compiled and released annually by the United States Department of Housing and Urban Development.
2. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the *Belden Place Attainable Housing Program Allocation Table* and shall be administered by the Town or Administrator. Conditions and restrictions of a unit with a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

LEVEL 3 RESTRICTIONS:**Resident-Occupied Deed Restricted Units, For Sale: 20 units.**

1. Person(s) purchasing a resident-occupied unit must be a qualified buyer.
2. Units may be sold, or, once purchased, rented to qualified persons.
3. Deed restrictions shall run with the unit, cannot be removed or transferred to another unit once established, and shall be in perpetuity.
4. "Resident-occupied" means persons living in these units must reside in units on an ongoing basis for a minimum of nine (9) months per year.
5. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the *Belden Place Attainable Housing Program Allocation Table* and shall be administered by the Town or assigns. Conditions and restrictions of a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

OTHER:

1. Deed restrictions, buyer and AMI qualifications shall be administered by the Town of Minturn, or their assigns (herein after "Administrator") in accordance with the Town of Minturn Community Housing Guidelines.
2. The Town, the Developer, and Eagle County Housing Development Authority will work together to administer those units that are allocated as restricted housing units, as shown on the allocation table.

3. Short-term rentals are regulated by the Town of Minturn. More specifically, short-term rentals are controlled per Chapter 6, Article 7: Short Term Rentals and Chapter 16, Article 26: Community Housing Standards and Guidelines, as approved and amended from time to time by resolution of the Town Council. Units with modified Level 2 restrictions (further restricted than what is within this program) and units with Level 3 restrictions are not eligible for/as short-term rentals.
4. The Administrator will work with the owner to mitigate any unforeseen or exceptional circumstances that may affect restriction agreements. If any conditions have changed in the owner's situation that may affect the agreement of any level restriction, it is important to contact the Town of Minturn or assigns so that no penalties are incurred. Penalties shall be in accordance with those in place by the Town of Minturn or Administrator in accordance with the Town of Minturn Community Housing Guidelines.
5. Appendix A – Attainable Housing Program allocation, may be amended by the Town of Minturn or assigns from time to time, to ensure the programs viability and to reflect the needs of the community. This does not permit the Town or assigns to restrict additional Belden Place units without permission of property owners, unless owners formally request restrictions be placed on their property. Belden Place owners may also initiate the modification or onset of an allocation as long as minimum requirements are maintained. Modifications made to this document without a major amendment are generally limited to the buyer restriction qualifications to ensure they mature according to community needs (kept up to date with Administrator policies), and/or for periodic updates to the *Belden Place Attainable Housing Program Allocation Table* to ensure accurate administration of restricted units.

The *Belden Place Attainable Housing Program Allocation Table* as found in this Appendix may be amended for administrative purposes by the Town or Administrator without the need to amend the Belden Place PUD through a PUD Amendment; however, upon the successful modification to Appendix A all documents shall be re-recorded as one document to ensure they remain connected.

6. Belden Place Housing Unit Allocations:

SEE Belden Place Attainable Housing Program Allocation Table, Next Page

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Belden Place Attainable Housing Program Allocation Table

If a unit has a Level 2 or 3 restriction applied by the Town of Minturn or Administrator after the initial approval has been given, please add a Y and the date of assignment. If a lot does not have a Level 2 or 3 restriction, please add an N/a for this "free market" unit.

LOT or UNIT*		LEVEL 1	LEVEL 2 – 200% AMI (Initial Sales)	LEVEL 3 – Resident Occupied (Permanent Restriction)
1	SF	Y		
2	D	Y		
3	D	Y		
4	SF	Y		
5	D	Y		YES
6	D	Y		YES
7A	MF	Y	YES	YES
7B	MF	Y		YES
7C	MF	Y		YES
7D	MF	Y		
7E	MF	Y		YES
7F	MF	Y		YES
7G	MF	Y		
7H	MF	Y		YES
7I	MF	Y		YES
7J	MF	Y		YES
7K	MF	Y		
7L	MF	Y		YES
7M	MF	Y	YES	YES
7N	MF	Y	YES	YES
7O	MF	Y		YES
8	D	Y		YES
9	D	Y		YES
10	D	Y		
11	D	Y		YES
12	SF	Y		
15	SF	Y		
16	SF	Y		



17	SF	Y		
18	SF	Y		YES
19	SF	Y		YES
20	SF	Y	YES	YES
21	MF (5-PLEX)	Y		
22	MF (5-PLEX)	Y		
23	MF (5-PLEX)	Y		

24	MF (5-PLEX)	Y		
25	MF (5-PLEX)	Y		
26	SF	Y		
27	SF	Y		

TOWN OF MINTURN, COLORADO
ORDINANCE NO. TBD – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO APPROVING THE AMENDED FINAL
SUBDIVISION PLAT FOR BELDEN PLACE PUD AND
AMENDING ORDINANCE NO. 5, SERIES 2022

WHEREAS, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

WHEREAS, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

WHEREAS, Chapter 16, Zoning, of the Minturn Municipal Code (the “MMC”) regulates zoning and land use within the Town; and

WHEREAS, the purpose of Chapter 16 is to encourage the most appropriate use of land, to preserve and promote the Town’s economy, heritage and small town qualities, and it is designed to promote the health, safety, welfare and convenience of the citizens; and

WHEREAS, Sec. 16-15-10 - Purposes and general provisions, MMC, establishes the purpose of the Planned Unit Development (“PUD”) Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of the MMC and the Community Plan; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, states that the PUD Overlay Zone District is adopted pursuant to Section 24-67-101, et seq., C.R.S., the Planned Unit Development Act of 1972; and

WHEREAS, Sec. 16-15-20 - Authority, MMC, provides that the Town staff and the Planning Commission (“Commission”) shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of the MMC and the Community Plan; and

WHEREAS, the Town received an application for the Belden Place Preliminary Development Plan for PUD (“Preliminary Plan”) and Preliminary Subdivision Plat (“Preliminary Plat”) from Miners Basecamp, LLC., (the “Applicant”) on or about November 17, 2020; and

WHEREAS, the Commission held public hearings to consider the Preliminary Plan and Preliminary Plat on May 26, 2021 and June 9, 2021, and recommended approval with conditions of the Preliminary Plan and Preliminary Plat to the Town Council; and

WHEREAS, the Town Council, at a public hearing held on June 16, 2021, approved the Preliminary Plan and associated Preliminary Plat with conditions via Resolution No. 20, Series 2021; and

WHEREAS, the Town received a Final Subdivision Plat for the Belden Place PUD (“Final Plat”) application, from the Applicant on or about August 31, 2021; and

WHEREAS, the Final Plan allowed for the development of forty-one (41) single--family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and one accessory dwelling unit on Lot 17 to be constructed on twenty-seven (27) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and,

WHEREAS, the Final Plat created 27 lots of varying sizes, building envelopes, road rights-of-way, easements, open space areas and tracts; and

WHEREAS, the Applicant intends to construct project infrastructure in one (1) phase to allow for the incremental build-out residential structures within the PUD as market conditions and absorption rates dictate; and,

WHEREAS, the Commission held public hearings to consider the Final Plat February 9, 2022, and recommended approval with conditions of the Final Plat to the Town Council; and

WHEREAS, the Town Council held public hearings (i.e., First Reading and Second Reading) and approved the Final Plan (Ordinance No. 4, Series 2022), and the Belden Place Final Plat (Ordinance No. 5), on or about March 2, 2022 and March 16, 2022; and

WHEREAS, prior to the approval of the Final Plan, the Applicant filed a lawsuit in Eagle County District Court at case number 2022CV30054 contesting the number of Single Family Equivalents/Water Taps (“SFEs”) made available to the project (the “Litigation”); and

WHEREAS, the Town filed a counter claim in the Litigation against Miners; and

WHEREAS, rather than continue the Litigation, the parties desired to institute a process to settle the issues between them; and

WHEREAS, the Town and the Applicant entered into and executed a Settlement Agreement (the “Settlement”) as memorialized by the Town via Resolution No. 32, Series 2023; and

WHEREAS, the Settlement provides that, within 60 days of the Effective Date of the Settlement, Miners would be permitted to submit to the Town an application to amend the Final Plan and Final Plat to eliminate the Triplex on Lots 12, 13, and 14 and replace it with a single-family unit plus ADU; and

WHEREAS, the Settlement also provides that such application “shall be processed” as two ordinances amending Ordinance No. 4, Series 2022 and Ordinance No. 5, Series 2022; and

WHEREAS, Chapter 17, Article 8. – Minor subdivisions., MMC, provides procedures and submittal requirements for Amended Final Plats; and

WHEREAS, the Town received an application for minor modification to the Final Plat (the “Amended Final Plat”) pursuant to the Settlement on or about December 14, 2023 and in accordance with Article 8; and

WHEREAS, Town of Minturn Staff (“Staff”) finds that the Amended Final Plat conforms with the Town’s standards; and

WHEREAS, the Amended Final Plat will consolidate Lots 12, 13, and 14 into New Lot 12, while all other aspects of the Final Plat will remain the same as those approved via Ordinance No. 5, Series 2022; and

WHEREAS, the Commission, at their regular meeting of May 8, 2024, considered Ordinance No. TBD, Series 2024 to approve the Amended Final Plat and to Amend Ordinance No. 5, Series 2022, and recommended approval to the Town Council; and

WHEREAS, the Town Council, at their regular meeting of May __, 2024, considered Ordinance No. TBD, Series 2024, on first reading, to approve the Amended Final Plat and to Amend Ordinance No. 5, Series 2022; and

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

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

SECTION 2. That the Belden Place Amended Final Plat is hereby approved.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE ___ DAY OF _____ 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 ___ DAY OF _____ 2024 AT ___ 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 ___ DAY OF _____ 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

MINTURN TOWN CERTIFICATE

This plat is approved by the town council of the Town of Minturn, County of Eagle, State of Colorado this ___ day of ___, 20___, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN TOWN COUNCIL OF THE TOWN OF MINTURN

BY: _____ ATTEST: _____

MAYOR TOWN OF MINTURN, COLORADO

TOWN CLERK TOWN OF MINTURN, COLORADO

SUBORDINATION BY MORTGAGEE

ANB Bank, being the holder of a promissory note secured by a Deed of Trust recorded December 19, 2018, at Reception No. 201821567, in the Office of the Clerk and Recorder of Eagle County, Colorado, Hereby consents to the subdivision of the lands set forth in this Final Plat of Belden Place PUD, and subordinates the lien represented by the aforesaid deed of trust to the dedications and restrictions as shown on this Final Plat and relative covenants, conditions and restrictions.

MORTGAGEE: ANB BANK

BY: _____

STATE OF _____)

COUNTY OF _____) §

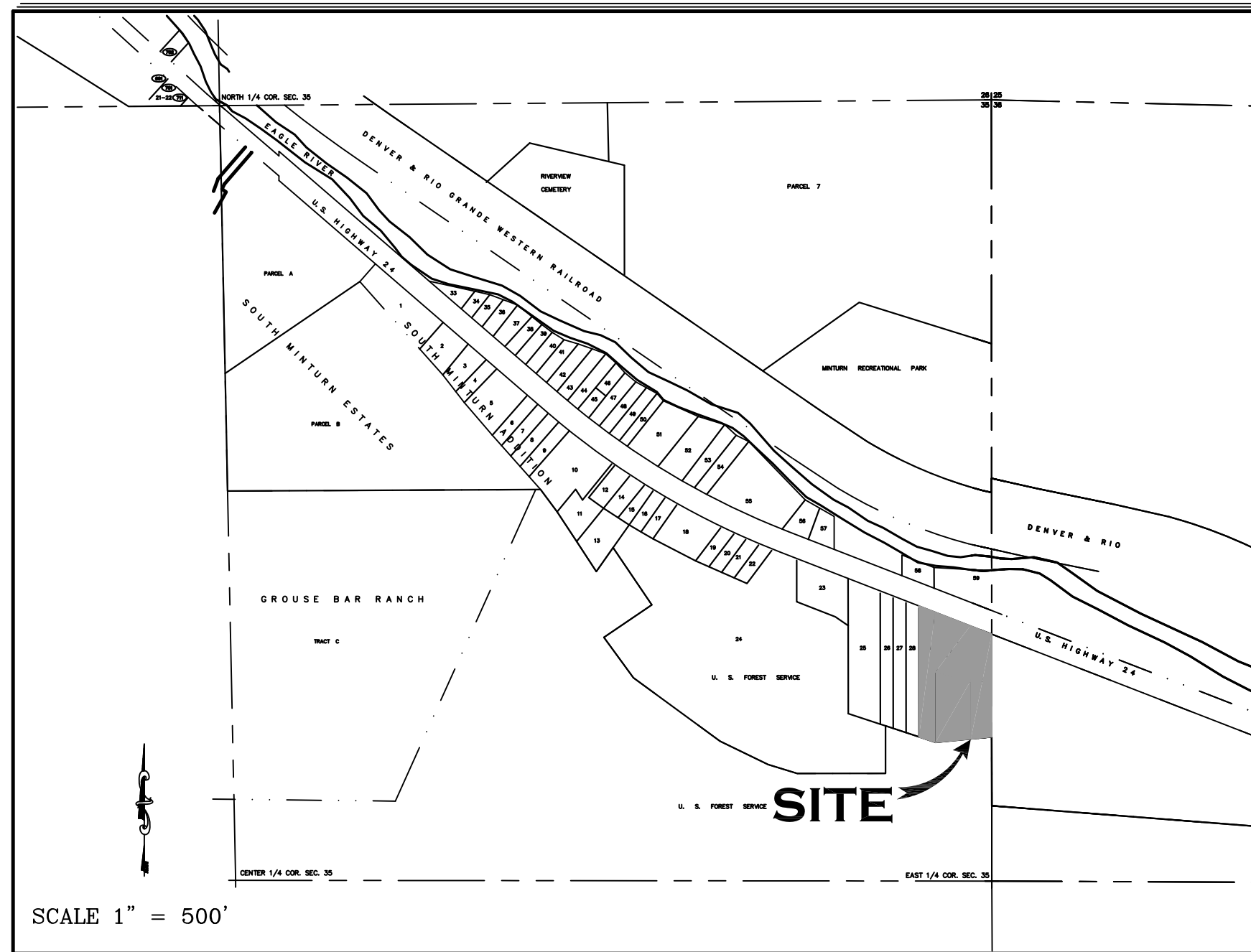
THE FOREGOING SUBORDINATION BY MORTGAGEE WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, 20___, BY _____ AS _____ OF ANB BANK.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

FINAL PLAT BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado



PORTION OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- 1) The purpose of this Final Plat is to (i) Create various lots with building envelopes, open space areas and tracts, pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land, (ii) create easements for the purposes described, (iii) as shown and described herein, vacate the lot lines that defined lots 29 through 32 includes lot 30, which no longer exists but is described in Duran Subdivision lots, South Minturn Addition to the Town of Minturn, according to the annexation plat thereof as filed March 1, 1979 as reception no. 163774 along with lots 1 thru 3, Duran Subdivision, according to the plat thereof recorded December 14, 1994 as reception no. 553188, (iiii) and to vacate certain easements, all as shown herein. 2) Basis of Bearing: S 00°02'00" E upon the East line of Section 35, Township 5 South, Range 81 West, 6th P.M. between USGLO survey monuments marking the northeast and east corners of said section. this bearing based on annexation plat, south Minturn addition to the Town of Minturn, reception no. 163447. 3) Survey Date: February, 2020. 4) Legal description, easements and location of boundary lines are based on Old National Republic Title Insurance Company order number no. V50057120 dated June 15, 2020 and order no. OX50057329.2769218 dated September 1, 2020 provided by Land Title Guarantee Company, the Stewart Title Guaranty Company commitment no. 207537C2 dated March 29, 2019, along with plats and survey monumentation referenced hereon. 5) These platted lands are subject to: I) The Belden place PUD Guide recorded as Reception No. _____, Notice Section VII (B) in PUD Guide for Easement Encroachment guide. II) The Partywall Agreement (Belden Place) recorded as Reception No. _____. III) The Declarations of Covenants, Conditions and Restrictions for Belden Place recorded as Reception No. _____, and subject to the subdivision agreement filed and recorded for this subdivision as Reception No. _____ both in the office of the Clerk and Recorder of Eagle County, Colorado. IV) Easement Encroachment Areas within those areas defined herein on sheet 3, designated as "Easement Encroachment Area". These areas are areas that allow for certain constructed features to encroach outside the typical building setbacks, as governed and defined in the Belden Place PUD Guide. (see note 5 (I) above.) 6) the interior lot lines platted herein between duplex, tri-plex, and multi-family lots are created as party wall separations and not subject to side building setbacks. 7) Lots 2,3,5,6,8,9,10,11 (duplex lots), and lots 21,22,23,24,25,(multi-family lots) each contain one (1) residential unit and may not be subdivided further. Lot numbers 13 and 14 intentionally omitted with this filing. PERTAINING TO CREATED EASEMENTS: 8) the owner, Miners Base Camp LLC, a Colorado Limited Liability Company, hereby reserves for themselves their successors and / or assigns the following non-exclusive easements: a) a non-exclusive Utility and Drainage Easement as shown on sheet 5 - on, over, under, above, across and through those areas designated hereon as "Utility and Drainage Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, including but not limited to waterlines and hydrants, sanitary sewerlines and manholes, telephone lines, cable television lines, gaslines, electrical lines, fiber optic lines, other communication lines and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto. b) non-exclusive Utility, Drainage, Snow Storage and Pedestrian Easement on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage and Pedestrian Easement" within Tracts A, B, C, and D along with the portion of lot 7 all as shown on sheet 3- for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto along with snow storage and iii) pedestrian use including reasonable ingress and egress of persons to include foot, bicycle or small wheel use along with sidewalk or path construction, use and repair. c) non-exclusive Utility, Drainage, Snow Storage and Landscaping Easement within that portion of lot 17 shown on sheet 3 - on, over, under, above, across and through those areas designated hereon as "Utility, Drainage, Snow Storage and Landscaping Easement" for the purpose of i) the installation, use, repair, replacement, improvement and maintenance of utilities of any kind, and all related structures, together with right of ingress and egress, ii) storm drainage, drainage of water flow from other lands along with the installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, together with right of ingress and egress thereto along with snow storage and iii) landscaping use. d) non-exclusive Sign Easement within that portion of lot 18 shown on sheet 3 - on, over, under, above, across and through those areas designated hereon as "Sign Easement" for the purpose of i) the installation, operation, use, repair, replacement, improvement and maintenance of signage and related landscaping, and all related structures, together with right of ingress and egress. 9) roads and sidewalks created hereon, and shown as Tract A, shall be dedicated to public use and maintained by Belden Place Owners Association.

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents that MINERS BASE CAMP LLC, A Colorado Limited Liability Company being sole owner in fee simple of all that real property situated in the town of Minturn, eagle county, Colorado described as follows: Lots 29, 31 and 32, South Minturn Addition, according to the Annexation Plat thereof recorded March 1, 1978 as Reception No. 163447 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado and lots 1, 2 and 3 Duran subdivision according to the plat thereof recorded December 14, 1994 as Reception No. 553188 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado, the perimeter of which particularly described as follows: Commencing at a point on the east line of Section 35, Township 5 South, Range 81 West, of the 6th Principle Meridian, said point being a found red plastic cap stamped LS 26626 from which the northeast corner of said Section 35 bears N00°02'00"W 1962.17 feet; thence S00°02'00"E 0.57 feet to the True Point of Beginning, said Point of Beginning also being a point on the South right of way line of U.S. highway 24 per C.D.O.T. project Tap M890-001 and the map thereof and also being the northeast corner of said lot 32, South Minturn Addition; thence upon said East line of Section 35 S00°02'00"E 356.38 feet to the southeast corner of said lot 32 being a found 3" aluminum Dept. of Agriculture cap in monument box stamped LS 7235, 1984; thence departing said East line Section 35 and upon the South line of said lot 32 and said lot 31, South Minturn Addition S84°06'47"W 220.37 feet to the southeast corner said lot 29, South Minturn Addition being a found 2.5" brass cap on 1" iron pipe stamped sw cor Gates Tract; thence upon the South line of said lot 29 N71°22'44"W 63.47 feet to the southwest corner said lot 29 being a found 1" iron pipe with no cap; thence departing said South line and upon the West line of said lot 29 N00°01'03"W 467.14 feet to said South right of way U.S. Highway 24 also being the northwest corner of said lot 29; thence upon said South right of way U.S. Highway 24 S68°46'59"E 299.59 feet to the True Point of Beginning.

Containing 2.707 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as "BELDEN PLACE P.U.D. Subdivision in the Town of Minturn, County of Eagle, Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and do hereby dedicate and set aside all of the roads and other public improvements and places as shown on the accompanying plat to the use of the public forever; and do hereby dedicate those portions of said real property which are created as easements on the accompanying plat to the public or utility provider for the purposes shown herein; unless otherwise expressly provided herein; and does hereby grant and dedicate the following interests in the property:

- (A) to the Town of Minturn with no obligation to construct or maintain: (1) Water Easement as shown on Sheet 4 - on, over, under, and through those portions of this final plat designated as "Water Easement" for the purpose of using, installing, constructing, maintaining, improving, repairing and replacing facilities of any kind or nature for the transmission of domestic water and/or irrigation water including but not limited to taps, manholes, and water lines, together with a right of ingress and egress thereto. (2) a non-exclusive road easement on, over, under, above, across and through those areas designated hereon as "Tract A" for the purpose of: vehicular or pedestrian access, ingress and egress and road uses. (3) a non-exclusive easement on, over, under, above, across and through those areas designated hereon as Tract B, the area defined as "Utility, Drainage, Snow Storage and Pedestrian Easement", on lot 17, and along the rear (northern) 5 feet of lots 18, 19, and 20 for the purposes of storm drainage, drainage of water flow from other lands along with the right but not the obligation for installation, use, repair, replacement, improvement and maintenance of surface drainage structures including but not limited to swales, gutters, ditches, culverts, and for temporary construction of sidewalks and roadways together with right of ingress and egress thereto. (4) Pedestrian Easement within on, over, under, above, across and through those areas designated hereon as "Pedestrian Easement" as shown on sheet 3 for the purpose of pedestrian use including reasonable ingress and egress of persons to include foot, bicycle or small wheel use along with sidewalk or path construction, use and repair. (B) to the Eagle River Water and Sanitation District a non-exclusive Sewer Easement as shown on sheet 4 - on, over, under, above, across and through those areas designated hereon as "Sewer Easement" to, as shown, for the purposes of disposal and transmission of domestic sewage and storm water, the installation, use, repair, replacement, improvement and maintenance of sanitary sewer structures including but not limited to manholes, pipes and all related structures, together with a right of ingress and egress thereto.

OWNER: _____ ADDRESS: _____

BY: _____ TITLE: _____

STATE OF _____)

COUNTY OF _____) §

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, A.D. 20___, BY _____ AS _____ OF _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL _____ NOTARY PUBLIC

TITLE CERTIFICATE

_____ does hereby certify that it has examined the title to all lands shown upon this plat and that title to such is vested in _____ free and clear of all liens, taxes, and encumbrances, except _____

DATED THIS _____ DAY OF _____, A.D., 20___.

AGENT: _____

CLERK AND RECORDER'S CERTIFICATE

This Plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____, on this ___ day of _____, A.D. 20___.

CLERK AND RECORDER _____ BY: _____ DEPUTY

Revised Town Comments & Sew Ease 4-18-24 MSS Revised Per Town Comments 3-14-24 MSS

SLAGLE SURVEY SERVICES

800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631 970.471.1499 Office matthew@slaglesurvey.com www.SlagleSurvey.com



FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

Table with 3 columns: DRAWN BY: MSS, JOB NUMBER: 18029, DRAWING NAME: 18029_PUD-24.dwg; SHEET 1 of 5, DATE: 11-11-2023

USE TABLE

Table with 4 columns: LOT, USE, AREA, ADDRESS. Lists lots 1-27 and Tracts A-D with their respective uses and areas.

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of _____, 20___ upon all parcels of real estate described on this Plat are paid in full.

DATED THIS _____ OF _____, A.D., 20___

TREASURER OF EAGLE COUNTY

SURVEYOR'S CERTIFICATE

I, Matthew S. Slagle, do hereby certify that I am a Professional Land Surveyor licensed to practice land surveying under the laws of the State of Colorado, That this Subdivision Plat is a true, correct and complete plat of BELDEN PLACE P.U.D., as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision and accurately shows the location and dimensions of the lots, easements and rights-of-way of said plat as the same are monumented upon the ground in compliance with applicable regulation governing the subdivision of land, that such plat is based upon the professional land surveyor's knowledge, information and belief, that it has been prepared in accordance with applicable standards of practice, and that such plat is not a guaranty or warranty, either expressed or implied.



Matthew S. Slagle PLS 34998 Professional Land Surveyor State of Colorado

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

NOTE REQUIRED BY TOWN OF MINTURN:

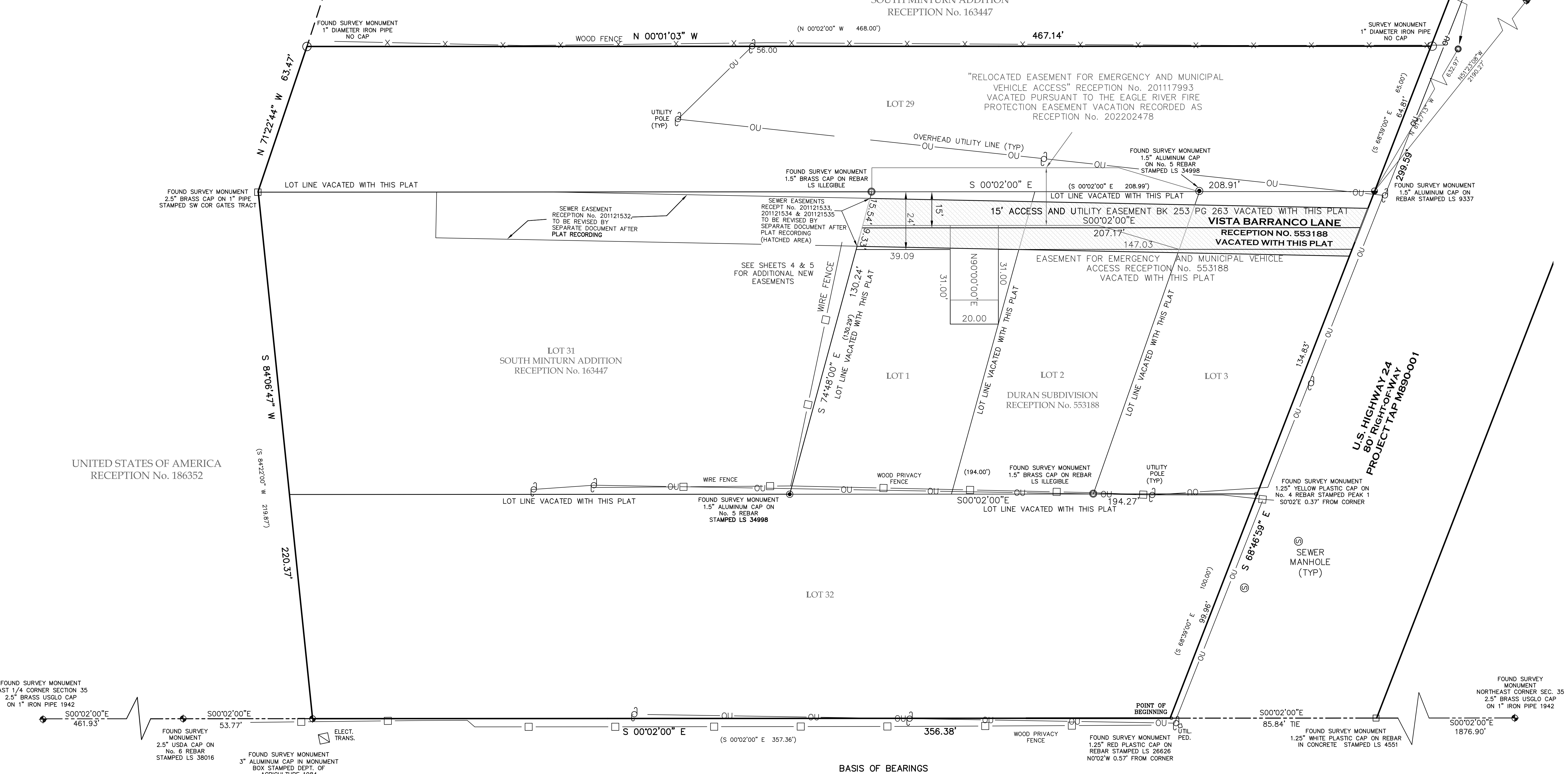
NO INDIVIDUAL CONDOMINIUM UNIT SHALL BE SOLD INTO SEPARATE OWNERSHIP UNTIL AND UNLESS A TYPE B SUBDIVISION PLAT HAS BEEN APPROVED BY THE TOWN OF MINTURN AND SUCH PLAT HAS BEEN RECORDED IN THE REAL ESTATE RECORDS OF EAGLE COUNTY.

FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5 BOUNDARY AND VACATION

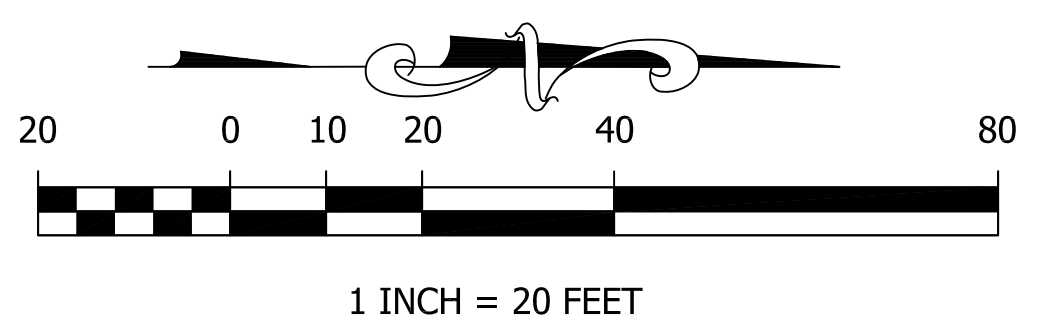
(BEARING DISTANCE) = PREVIOUSLY PLATTED
DIMENSIONS OF RECORD

SEE SHEETS 4 & 5
FOR ADDITIONAL NEW
EASEMENTS



BASIS OF BEARINGS
UNITED STATES OF AMERICA
RECEPTION No.246983

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY
LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE
YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY
ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED
MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado



SLAGLE SURVEY SERVICES
800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631
970.471.1499 Office matthew@slaglesurvey.com
www.SlagleSurvey.com

**FINAL PLAT
BELDEN PLACE, P.U.D.**
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD-23.dwg
SHEET 2	OF 5	DATE: 11-11-2023

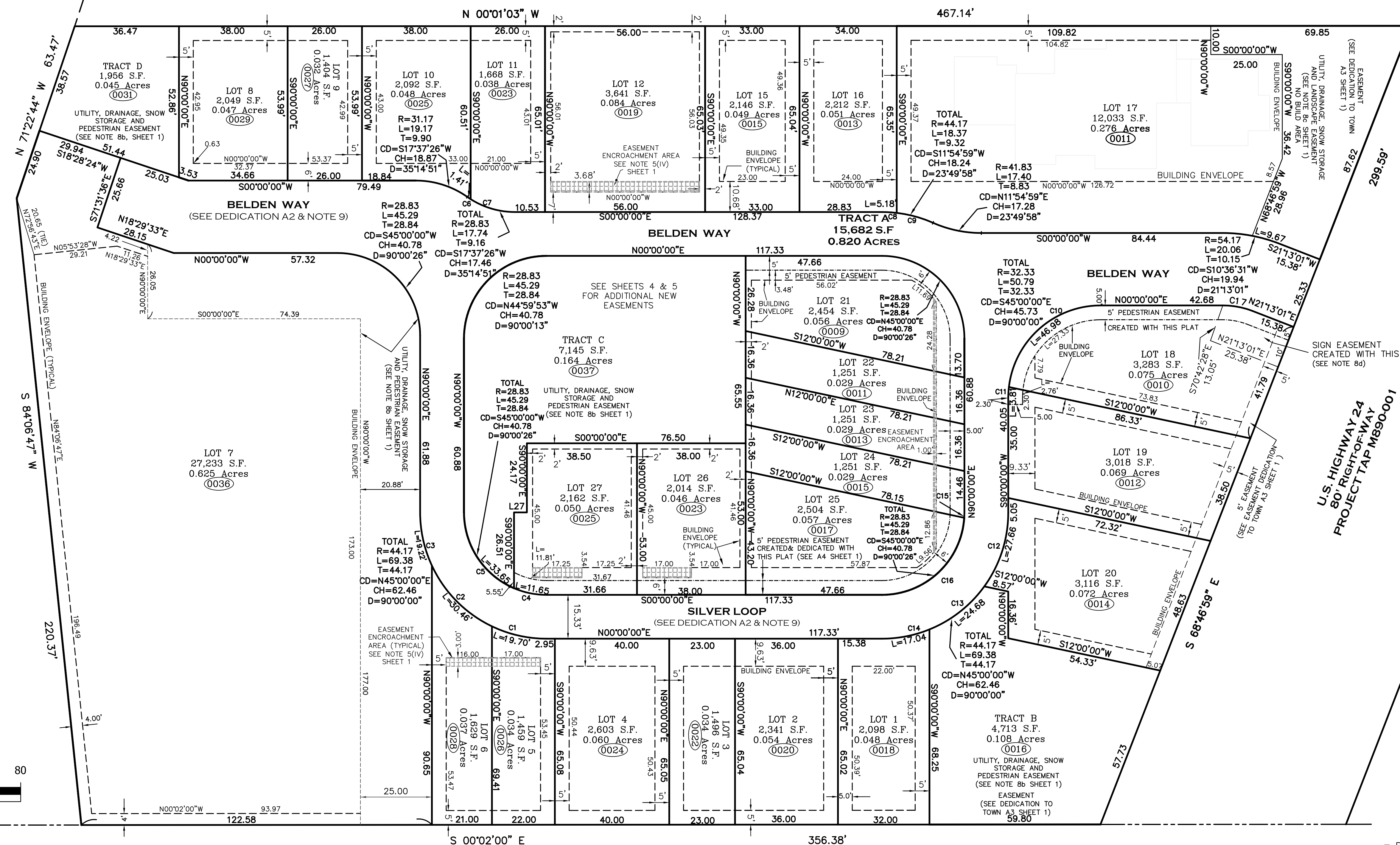
FINAL PLAT

BELDEN PLACE, P.U.D.

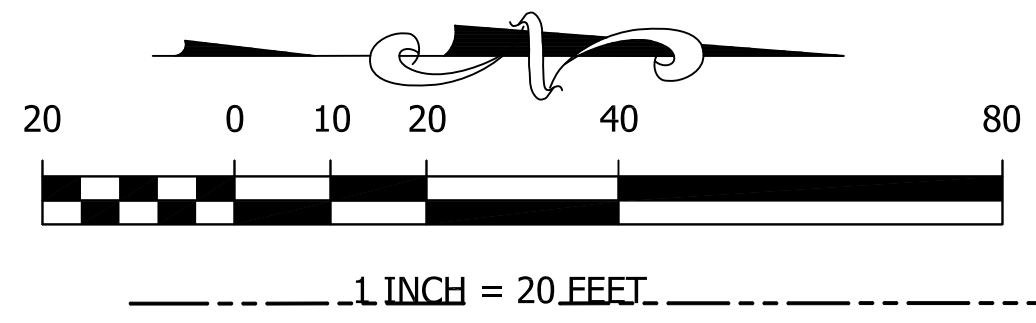
Town of Minturn, County of Eagle, State of Colorado

SHEET 3 OF 5
SUBDIVISION
EASEMENTS

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447



UNITED STATES OF AMERICA
RECEPTION No. 186352



CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C1	19.70	44.17	10.01	19.53	N12°46'33"E	25°33'06"
C2	30.46	44.17	15.86	29.86	N45°18'32"E	39°30'53"
C3	19.22	44.17	9.76	19.07	N77°31'59"E	24°56'01"
C4	11.65	28.83	5.91	11.57	N11°34'15"E	23°08'56"
C5	33.65	28.83	19.03	31.77	N56°34'28"E	66°51'30"
C6	1.41	28.83	0.71	1.41	N33°50'32"E	2°48'39"
C7	16.32	28.83	8.39	16.11	N16°13'06"E	32°26'12"
C8	5.18	44.17	2.59	5.18	S03°21'35"W	6°43'11"
C9	13.19	44.17	6.65	13.14	S15°16'34"W	17°06'47"
C10	46.98	32.33	28.73	42.95	S41°37'23"E	83°14'46"
C11	3.81	32.33	1.91	3.81	S86°37'23"E	6°45'14"
C12	27.66	44.17	14.30	27.21	N72°03'40"W	35°52'40"
C13	24.68	44.17	12.67	24.36	N38°06'40"W	32°01'20"
C14	17.04	44.17	8.63	16.93	N11°03'00"W	22°06'00"
C15	1.89	28.83	0.94	1.89	N88°07'42"W	3°45'03"
C16	43.41	28.83	27.01	39.42	N43°07'29"W	86°15'24"
C17	10.68	28.83	5.40	10.62	N10°36'31"E	21°13'28"

L27 = S00°00'00"W 4.50

UNITED STATES OF AMERICA
RECEPTION No. 246983

--- = PLATTED BUILDING ENVELOPE
- - - - - = PEDESTRIAN EASEMENT
[Hatched Area] = EASEMENT ENCROACHMENT AREA SEE NOTE 5(V)

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado



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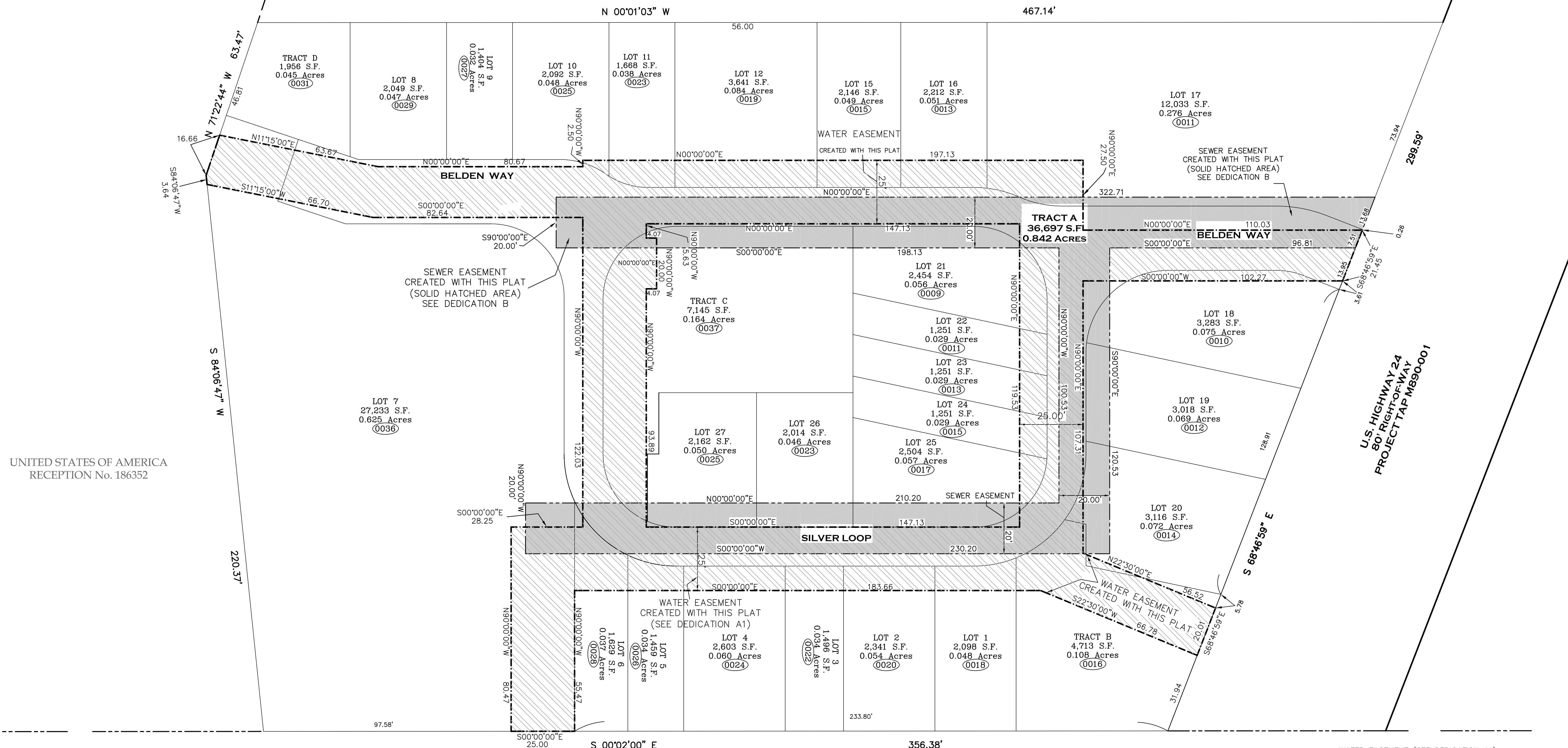
FINAL PLAT
BELDEN PLACE, P.U.D.
Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUID-23.dwg
SHEET 3 OF 5	DATE: 11-11-2023	

FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5 WATER & SEWER EASEMENTS CREATED WITH THIS PLAT

LOT 28
SOUTH MINTURN ADDITION
RECEPTION No. 163447

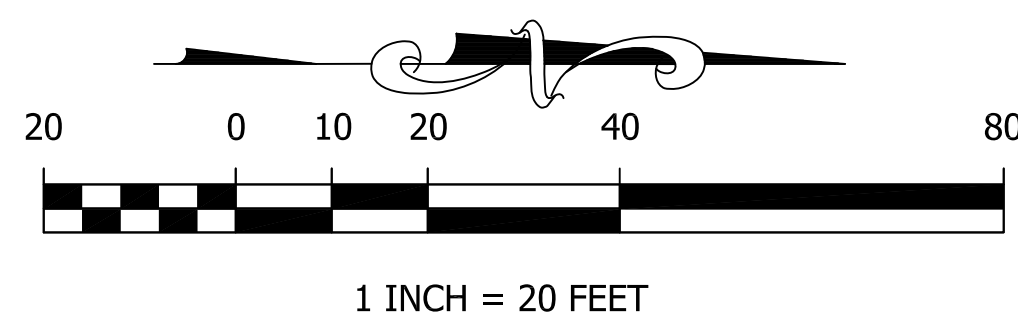


UNITED STATES OF AMERICA
RECEPTION No. 186352

UNITED STATES OF AMERICA
RECEPTION No. 246983

--- = WATER EASEMENT (SEE DEDICATION A1)
--- = SEWER EASEMENT (SEE DEDICATION B)

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Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado



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FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD-23.dwg
SHEET 4 OF 5	DATE: 11-11-2023	

FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5 UTILITY & DRAINAGE EASEMENTS CREATED WITH THIS PLAT

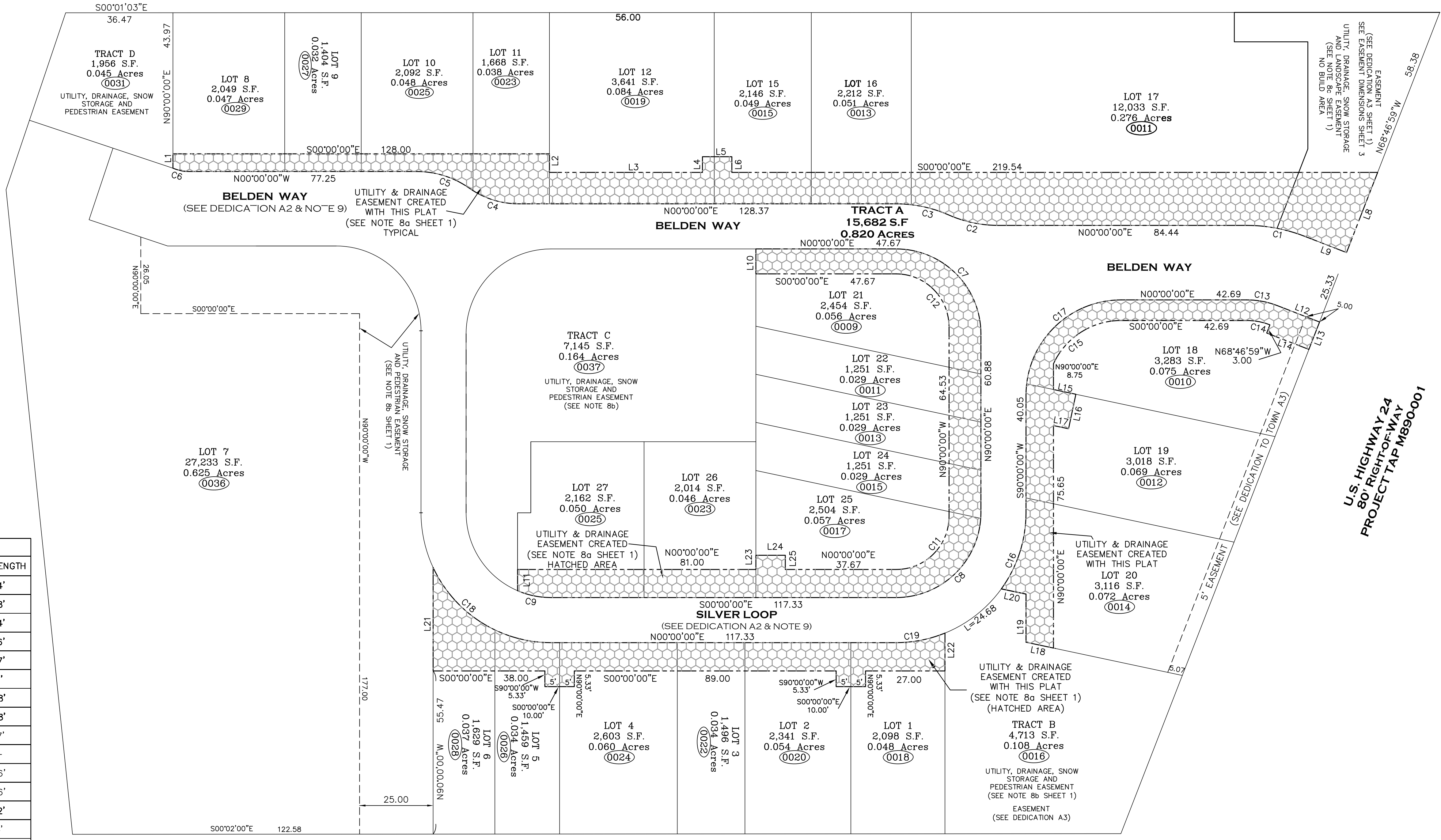
SEE NOTE 8a SHEET 1

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.88	N90° 00' 00"E
L2	6.32	N90° 00' 00"W
L3	52.00	S00° 00' 00"E
L4	5.33	N90° 00' 00"E
L5	10.00	S00° 00' 00"E
L6	5.33	N90° 00' 00"W

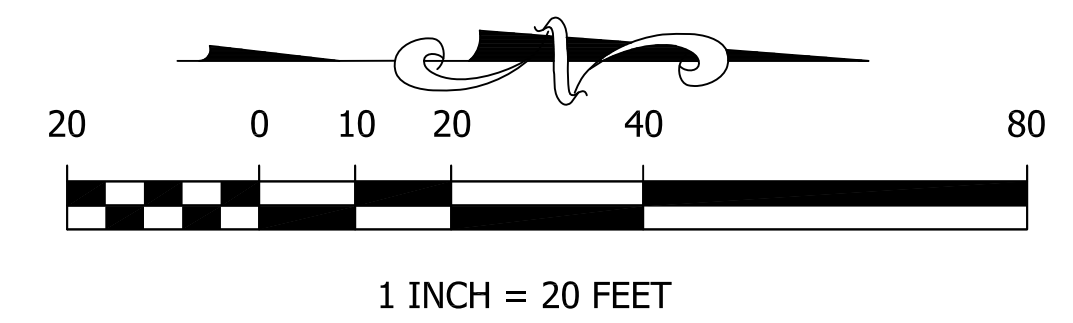
L8	29.24	N68° 46' 59"W
L9	15.38	N21° 13' 01"E
L10	8.48	N90° 00' 00"W
L11	7.22	N90° 00' 00"W
L12	15.38	N21° 13' 01"E
L13	10.00	S68° 46' 59"E
L14	15.38	S21° 13' 01"W
L15	7.79	N12° 00' 00"E
L16	12.00	S78° 00' 00"E
L17	5.24	S12° 00' 00"W
L18	9.54	S12° 00' 00"W
L19	16.36	N90° 00' 00"W
L20	8.57	S12° 00' 00"W
L21	35.18	N90° 00' 00"W
L22	12.87	N90° 00' 00"W
L23	4.83	S90° 00' 00"W
L24	10.00	N00° 00' 00"E
L25	4.83	N90° 00' 00"E
L26	1.52	N90° 00' 00"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.06'	54.17	211°3'01"	S10° 36' 31"W	19.94'
C2	17.40'	41.83	23°49'58"	N11° 54' 59"E	17.28'
C3	18.37'	44.17	23°49'58"	S11° 54' 59"W	18.24'
C4	17.74'	28.83	35°14'51"	N17° 37' 26"E	17.46'
C5	19.17'	31.17	35°14'51"	S17° 37' 26"W	18.87'
C6	5.74'	14.90	22°03'53"	N11° 17' 40"E	5.70'
C7	45.29'	28.83	90°00'00"	S45° 00' 00"W	40.78'
C8	45.29'	28.83	90°00'00"	N45° 00' 00"W	40.78'
C9	11.65'	28.83	23°08'56"	N11° 34' 15"E	11.57'

C11	28.27'	18.00	90°00'00"	N45° 00' 00"W	25.46'
C12	28.27'	18.00	90°00'00"	S45° 00' 00"W	25.46'
C13	10.68'	28.83	211°3'01"	S10° 36' 31"W	10.62'
C14	8.09'	21.83	211°3'01"	S10° 36' 31"W	8.04'
C15	28.84'	25.33	65°12'58"	S32° 36' 29"E	27.30'
C16	27.66'	44.17	35°52'40"	N72° 03' 40"W	27.21'
C17	50.79'	32.33	90°00'00"	S45° 00' 00"E	45.73'
C18	50.16'	44.17	65°03'59"	N32° 31' 59"E	47.50'
C19	17.04'	44.17	22°06'00"	N11° 03' 00"W	16.93'



U.S. HIGHWAY 24
80' RIGHT-OF-WAY
PROJECT TAP MB90-001



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

PRELIMINARY

COLORADO REGISTERED
MINTURN & MINTURN
34998
04-18-2024
PROFESSIONAL LAND SURVEYOR

Matthew S. Slagle PLS 34998
Professional Land Surveyor
State of Colorado

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FINAL PLAT
BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD-23.dwg
SHEET 5 OF 5	DATE: 11-11-2023	

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



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

Memorandum

To: Minturn Planning Commission

From: Scot Hunn, Planning Director

Date: May 1, 2024

RE: Ordinance No. TBD – Series 2024 Amending Chapter 16, Article 26 Housing Regulations and Article 2 Definitions

Pursuant to Objective 4.6 of the 2023 Imagine Minturn Community Plan, the attached draft ordinance is presented for the Planning Commission’s review and consideration as a means to 1) address the recommended community (affordable) housing-related actions of the Community Plan, and 2) to address ongoing, documented housing needs within the Town of Minturn at a time when the Town is experiencing an uptick in the number and type of residential development proposals.

Objective 4.6 of the Community Plan provides: *“Prioritize housing for full-time residents; ensure that residents of all ages and income levels are able to find housing.”*

Action 4.6.1 under Objective 4.6 recommends that the Town *“Amend the 200% AMI requirement for inclusionary housing in Minturn to promote more equitable and inclusive access to housing. Further assessment may be necessary to determine the most appropriate thresholds for the community, and many communities require units at a variety of thresholds. A 120% AMI requirement should be available for at least a portion of units.”*

Action 4.6.2 under Objective 4.6 recommends that the Town *“Use deed restrictions to require full-time residency in the community in homes created through housing regulations or preserved with public funding such as a buy-down program.”*

With these goals and recommended actions in mind, and with the direction of the Town Council and the Planning Commission, staff evaluated the current housing regulations (Article 26), as well as other housing regulations used by other jurisdictions to provide the proposed amendments.

Summary of Amendments:

- Reduce the Area Median Income (AMI) threshold applicable for the initial sales price for for-sale units from 200% to 140% AMI. This amendment stems directly from previous

conversations with the Planning Commission as well as with representatives from the Eagle County Housing and Development Authority since the Town’s Inclusionary Housing (IH) regulations were adopted in 2020, and from recommendations of the Community Plan which state:

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

While staff investigated a tiered AMI structure (e.g. requiring the provision of deed restricted units with initial sales prices ranging from 100% to 200%) staff recommend lowering the initial sales price for for-sale residential units to 140% at this time. If the Town is interested in pursuing a tiered approach in the future, staff suggest that such changes could be further studied and additional amendments to Chapter 16, Article 26 can be presented.

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

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

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

- Clarified that the Town, when evaluating housing plans for new developments, will consider the entirety of any phased development plans.
- Created a provision/requirement that deed restrictions will not only cap initial sales price but also annual appreciation that may be captured for subsequent re-sales. This (restricting price appreciation on re-sales) is typical in most inclusionary housing regulations and is one way to address affordability throughout the life of a deed restricted unit. Staff will need to update the Community Housing administrative standards (which were approved by resolution, separate from the Housing Guidelines/Article 26 originally) to provide details on eligible improvements that a unit owner can make over time while still capping appreciation.

TOWN OF MINTURN, COLORADO
ORDINANCE NO. TBD – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTER 16, ARTICLE 2 AND 26
OF THE MINTURN MUNICIPAL CODE

WHEREAS, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

WHEREAS, the Town of Minturn 2023-2025 Strategic Plan (hereinafter the “Strategic Plan”) seeks to “foster the authentic small town character that is Minturn,” and to “Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community,” through specific strategic plan goals and policies;

WHEREAS, the Strategic Plan contains four key strategies for implementation including “Practice fair, transparent and communicative local government,” “Long-term stewardship of the natural beauty and health of Minturn’s environment,” “Sustain and invest in the things that define Minturn as a proud, sturdy mountain town to “Keep Minturn, Minturn,” and “Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn;” and

WHEREAS, the Strategic Plan contains specific strategies in support of proposed amendments to Chapter 16, Zoning; and

WHEREAS, in 2023, the Town completed a comprehensive update to the 2009 Community Plan (hereinafter “the 2023 Town of Minturn Community Plan”); and

WHEREAS, a key objective of the 2023 Town of Minturn Community Plan is to review and update the Town’s zoning, land use, development and design regulations and standards; and

WHEREAS, Chapter 4, Attainable Housing & Historic Character, of the Community Plan sets forth recommendations to amend and update Chapter 16, Article 26, Community Housing Standards and Guidelines, of the Minturn Municipal Code, to address target Area Median Income (AMI) levels within the Town’s inclusionary housing requirements to promote “more equitable and inclusionary housing;” and

WHEREAS, Town Council has directed staff to draft text amendments to Chapter 16 of the Minturn Municipal Code, the Town Land Use Regulations, from time to time, in accordance with the Town’s Strategic Plan and Community Plan; and

WHEREAS, on May 8, 2024, the Minturn Planning Commission considered this ordinance and recommended approval; and

WHEREAS, on _____, 2024, the Minturn Town Council approved this ordinance on first reading; and

WHEREAS, the Minturn Planning Commission and Town Council have determined that the text amendments to Chapter 16 of the Minturn Municipal Code as provided herein are necessary and proper.

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

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

SECTION 2. Chapter 16 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 16 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

ARTICLE 2 – Definitions

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

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

ARTICLE 26 – Community Housing Standards and Guidelines

* * *

Sec. 16-26-100. - Mitigation for residential developments.

All new residential subdivisions and all new multi-family residential developments shall set aside lots or units for community housing as set forth in this Section.

- (a) Twenty percent (20%) of the total residential units in any new residential or mixed-use development proposing to create five (5) or more residential dwelling units shall be deed-restricted for resident occupied community housing. In determining whether this requirement applies, the Town shall consider all potential phases of development of the property or properties so that an owner cannot avoid the requirements by dividing the development into individual phases.
- (b) Ten percent (10%) of the total residential units in any new residential or mixed-use development proposing to create five (5) or more residential dwelling units shall be deed-restricted to limit the initial sales price (“Price Capped For Sale Housing”) to no greater than that which is affordable to households earning no more than two hundred one-hundred forty percent (~~200~~140%) AMI; and to limit or cap subsequent re-sale appreciation; or to limit the community housing rental unit rental prices (“Price Capped

Rental Housing”) in accordance with guidelines established by the Town and generally set at rates that are affordable to households with incomes no higher than eighty percent (80%) AMI.

- (c) Fractional remainders. The development's mitigation responsibility will be rounded to the nearest whole number: Below 0.5 round down (= 0 unit), and round up from 0.5 and higher (= 1 unit).
- (d) In lieu of the requirements of subsections (a) and (b) of this section, the development may meet mitigation requirements through a donation of land in an amount determined by the Town Council meeting the following requirements:
 - (1) Land shall be free of all liens and encumbrances and shall be conveyed by general warranty deed.
 - (2) Land shall be properly entitled and capable of supporting the applicable number of community housing units.
 - (3) Land shall be buildable, have suitable soils and drainage and available utilities, and should not be within an area that has potential geologic hazards associated with development.

(Ord. [7 2020](#), §4)

* * *

Sec. 16-26-120. - Acceptable methods of community housing mitigation.

The following methods are provided for an applicant to comply with this Article:

- (a) Provision of price capped for sale deed-restricted community housing with a maximum initial sales price (“Price Capped For Sale Housing”) set at or below ~~two hundred one~~ hundred forty percent (~~200~~140%) AMI affordability level and with re-sale appreciation rates capped in accordance with guidelines established by the Town.
- (b) ~~Provision of resident occupied deed restricted community housing for rental and for sale community housing units.~~ Provision of community housing rental unit rental prices (“Price Capped Rental Housing”) in accordance with guidelines established by the Town and generally set at rates that are affordable to households with incomes no higher than eighty percent (80%) AMI.
- (c) ~~Conveyance of land to the Town in lieu of community housing in an amount determined by the Town Council.~~ Provision of resident occupied deed-restricted community housing for rental and for sale community housing units.

(d) Conveyance of land to the Town in lieu of community housing in an amount determined by the Town Council.

(Ord. ~~7-2020~~ §4)

* * *

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE ___ DAY OF _____ 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 ___ DAY OF _____ 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 ___ DAY OF _____ 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



Minturn Forward Memo

TO: Minturn Planning Commission

FROM: Matt Farrar, Western Slope Consulting

DATE: May 3, 2024

ATTACHMENTS: Summary of Survey & Open House Responses

1. OVERVIEW OF COMMUNITY ENGAGEMENT ACTIVITIES

In February and March (2024), the town offered a survey and series of open houses to enable community members to provide input on the following neighborhoods/areas in Minturn:

- Dowd Junction
- Grouse Creek/Meadow Mountain Business Park
- Taylor Avenue/Minturn North
- 100-Block
- Main Street (200-600 Block)
- Pine and Boulder Street
- River Lots (200-600 Block)
- East Side of Main Street (800-1200 Block)
- West Side of Main Street (800-1200 Block)
- Martin Creek (including 700-Block)
- Two Elk Estates and Cross Creek
- Maloit Park

The questions asked via the survey and open houses were aimed at better understanding what physical characteristics community members think contribute to the unique “character” of each of these neighborhoods/areas.

A total of 100 people responded to the survey and a total of 38 people attended the open houses.

A copy of the raw data from the survey and open houses can be made available upon request. Please contact the town’s Planning & Zoning Department.

2. USING COMMUNITY INPUT TO GUIDE CODE UPDATE

The input collected via the survey and open houses, along with the 2023 Community Plan, will be used to guide the update to Minturn’s Land Use Code. Specifically, the input will be used to review and revise, as appropriate, the town’s:

- Zoning Regulations ([Chapter 16](#)). In other words, the intent of the town’s zone districts and what types of land uses and development are allowed in different areas of Minturn.

- Dimensional Standards ([Chapter 16](#)). These standards include minimum lot size requirements, minimum setbacks requirements, maximum building heights, etc.
- Design Standards ([Chapter 16](#) & [Appendix B](#)). These include architectural standards, landscaping standards, exterior lighting standards, and off-street parking requirements.

Summary of Survey & Open House Responses

1. Dowd Junction

- A total of 3 people responded to the survey concerning Dowd Junction.
 - 1 doesn't live in Minturn but lives elsewhere in Eagle County.
 - 2 live in Minturn – one of which operates/owns a business in Minturn.
- All 3 people responding to the survey stated that the **Public Open Space Areas** make it a unique place in Minturn, with one stating “the gateway to Minturn from I-70”. At the open house four people stated it was the proximity to River/Creek, one person said Public Spaces, 6 people said **Open Space**, and one person said Access to I-70.
- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Retail Businesses	8 people
Apartments	5 people
Triplexes/Fourplexes	4 people
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	4 people
Lodging	4 people
Food/Beverage Establishments	4 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	3 people
Remain as Open Space	3 people
Duplexes	2 people
Financial Institutions	2 people
Accessory Dwelling Units	1 person
Educational Facilities/Schools	1 person
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person
Entertainment Businesses (ex. Movie Theater)	1 person
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	1 person

- When asked about the future the common response (7 people between the survey and the open house) was to **keep as open space and maintain the access to Meadow Mountain**. One person proposed “additional affordable housing; anchor store “Traders”” and another proposed “Apartments; retail/grocer.”
- The additional comments question of the survey had similar responses regarding keeping open space.

2. Grouse Creek/Meadow Mountain Business Park

- A total of 1 person responded to the survey concerning Grouse Creek/Meadow Mountain Business Park.
 - They don't live in Minturn but live elsewhere in Eagle County.

- The 1 person responding to the survey stated that the **Public Open Space Areas** make it a unique place in Minturn and that this area is not unique “it is an eyesore for the community”.
- At the open house, participants indicated that the following physical characteristics make this a unique place in Minturn:

Physical Characteristic	Number of Responses
Primarily a Business Area	6 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	4 people
Architecture of Buildings	3 people
Size/Scale of Buildings	3 people
Age of Buildings	2 people
Size of Lots/Properties	2 people
Architecture of Buildings	3 people
Public Open Space Areas	1 person
Private Spaces (ex. Private yards, Private gathering areas, etc.)	1 person

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Retail Businesses	7 people
Food/Beverage Establishments	6 people
Offices	5 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	5 people
Warehouse/Storage Facilities	5 people
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	5 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	5 people
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	4 people
Entertainment Businesses (ex. Movie Theater)	3 people
Triplexes/Fourplexes	1 person
Apartments	1 person

- When asked about the future the response was a request for access from the bike trail (a bridge across the river) and for housing to be an addition as well as retail for tax revenue.

3. Taylor Avenue/Minturn North

- A total of 6 people responded to the survey concerning Taylor Avenue/Minturn North.
 - All live in Minturn with 2 operating/owning a business in Minturn.

- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Primarily a Residential Area	10 people
Public Open Space Areas	10 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	7 people
Size/Scale of Buildings	7 people
Public Spaces (ex. Parks, Plazas, etc.)	6 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	4 people
Age of Buildings	4 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	3 people
Size of Lots/Properties	3 people
Architecture of Buildings	2 people

- o 1 person specified that they think single family homes are a unique characteristic of this area.

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	12 people
Duplexes	10 people
Accessory Dwelling Units	7 people
Triplexes/Fourplexes	5 people
Apartments	5 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	3 people
Retail Businesses	2 people
Food/Beverage Establishments	2 people
Educational Facilities/Schools	2 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	2 people
Offices	1 person
Lodging	1 person
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person
Warehouse/Storage Facilities	1 person
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	1 person
Vehicle/Equipment Service Businesses	1 person

- When asked about the future the response was split between single family homes/lower density and diverse housing types/higher density. 2 respondents indicated that they would like to keep access to trails and trailhead parking.

4. 100-Block

- A total of 17 people responded to the survey concerning the 100-Block.
 - 16 live in Minturn with 7 operating/owning a business in Minturn.
 - 1 doesn't live in Minturn but lives elsewhere in Eagle County.
- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Age of Buildings	15 people
Size/Scale of Buildings	13 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	13 people
Primarily a Business Area	13 people
Mix of Residences and Businesses	12 people
Public Spaces (ex. Parks, Plazas, etc.)	12 people
Architecture of Buildings	11 people
Streets and/or Alleys	11 people
Public Open Space Areas	11 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	9 people
Size of Lots/Properties	8 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	3 people
Primarily a Residential Area	2 people

- Community, small town character, and walkability also came up.
- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Food/Beverage Establishments	24 people
Retail Businesses	24 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	19 people
Lodging	19 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	16 people
Entertainment Businesses (ex. Movie Theater)	15 people
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	14 people
Offices	13 people
Accessory Dwelling Units	11 people
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	10 people
Single-Family Homes	10 people
Apartments	10 people
Type of Land Use	Number of Responses

Duplexes	9 people
Triplexes/Fourplexes	7 people
Financial Institutions	6 people
Educational Facilities/Schools	2 people
Warehouse/Storage Facilities	1 person
Vehicle/Equipment Service Businesses	1 person

- In the open comment portion, residential on 2nd floor and above was stated to be appropriate, as well as a mix of uses, and activating the river more.
- When asked about the future, common themes included:
 - Preserving historic structures.
 - More retail.
 - Denser/affordable housing above retail.
 - Maintaining the current scale and eclectic design.
 - Shrinking setbacks.
- Additional comments included:
 - Need diverse business types (service, restaurants, retail, etc.).
 - More diverse housing.
 - Childcare options.
 - Utilize the Eagle River Park.

5. Main Street (200-600 Block)

- A total of 14 people responded to the survey concerning Main Street 200-600 Block.
 - 11 live in Minturn with 1 of those operating/owning a business in Minturn.
 - 1 operates/owns a business in Minturn and lives elsewhere in Eagle County.
 - 2 live outside Eagle County.
- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Age of Buildings	17 people
Mix of Residences and Businesses	17 people
Size/Scale of Buildings	16 people
Architecture of Buildings	15 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	15 people
Size of Lots/Properties	11 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	11 people
Streets and/or Alleys	11 people
Primarily a Residential Area	11 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	5 people
Public Spaces (ex. Parks, Plazas, etc.)	4 people
Public Open Space Areas	3 people
Physical Characteristic	Number of Responses

Primarily a Business Area	2 people
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- In the open comment section respondents identified:
 - An opportunity to draw people from Main Street to the river.
 - A request to not shrink setbacks.
- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	26 people
Duplexes	17 people
Food/Beverage Establishments	16 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	16 people
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	13 people
Accessory Dwelling Units	13 people
Retail Businesses	13 people
Lodging	11 people
Triplexes/Fourplexes	10 people
Apartments	10 people
Offices	9 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	9 people
Financial Institutions	6 people
Educational Facilities/Schools	4 people
Entertainment Businesses (ex. Movie Theater)	4 people
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person

- In the open comment portion, the current mix of uses was appreciated.
- When asked about the future the common themes were split between keeping everything the same and slowly increasing density with different housing types and low impact commercial. Safety measures on Main Street was emphasized.
- Additional Comments: parking is an issue, there shouldn't be as much development.

6. Pine and Boulder Street

- A total of 15 people responded to the survey concerning Pine and Boulder.
 - 11 live in Minturn with 2 of those operating/owning a business in Minturn.
 - 1 person just operates/owns a business in Minturn.
 - 2 don't live in Minturn but live elsewhere in Eagle County.

- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Primarily a Residential Area	22 people
Streets and/or Alleys	15 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	14 people
Size of Lots/Properties	13 people
Public Spaces (ex. Parks, Plazas, etc.)	12 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	10 people
Size/Scale of Buildings	10 people
Age of Buildings	8 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	5 people
Public Open Space Areas	5 people
Mix of Residences and Businesses	4 people
Architecture of Buildings	3 people

- Families were called out as a highlight of the area.

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	25 people
Duplexes	15 people
Accessory Dwelling Units	15 people
Triplexes/Fourplexes	8 people
Educational Facilities/Schools	7 people
Apartments	6 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	6 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	4 people
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	3 people
Entertainment Businesses (ex. Movie Theater)	3 people
Food/Beverage Establishments	2 people
Offices	2 people
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	2 people
Retail Businesses	1 person
Warehouse/Storage Facilities	1 person

- In the open comment portion, home based office or businesses and parking facilities were suggested.

- When asked about the future the common themes included:
 - More parking or maintain existing parking.
 - Traffic calming measures,
 - Minimizing short term rentals.
 - Housing diversity.
- Additional comments included:
 - Need for more diverse housing.
 - Address renter’s needs.
 - Should be careful about what is potentially rezoned as mixed-use.
 - Keep eclectic style.

7. River Lots (200-600 Block)

- A total of 11 people responded to the survey concerning the River Lots (200-600 Block).
 - 9 live in Minturn with 1 operating/owning a business in Minturn.
 - 2 live outside of Eagle County.
- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Primarily a Residential Area	15 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	14 people
Public Open Space Area	9 people
Public Spaces (ex. Parks, Plazas, etc.)	7 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	6 people
Mix of Residences and Businesses	5 people
Streets and/or Alleys	5 people
Age of Buildings	4 people
Size of Lots/Properties	4 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	4 people
Architecture of Buildings	3 people
Size/Scale of Buildings	2 people

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	22 people
Duplexes	11 people
Accessory Dwelling Units	11 people
Food/Beverage Establishments	10 people
Triplexes/Fourplexes	9 people
Lodging	7 people
Retail Businesses	6 people

Type of Land Use	Number of Responses
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	6 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	6 people
Apartments	5 people
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	5 people
Offices	3 people
Educational Facilities/Schools	2 people
Warehouse/Storage Facilities	2 people
Vehicle/Equipment Service Businesses	2 people
Entertainment Businesses (ex. Movie Theater)	2 people
Financial Institutions	1 person
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person

- In the open comment portion, more parking for residential and property maintenance standards were asked for.
- When asked about the future the common themes included:
 - Getting rid of old, dilapidated buildings.
 - Better multi-modal access.
- Additional comments included:
 - Speed monitoring should be enforced.
 - Potentially increase height limits to accommodate gabled roofs for both commercial and residential.

8. Martin Creek (including 700-Block)

- A total of 1 person responded to the survey concerning Martin Creek (including 700-Block). They live in Minturn.
- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Primarily a Residential Area	6 people
Public Open Space Areas	5 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	2 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	2 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	2 people
Public Spaces (ex. Parks, Plazas, etc.)	1 person
Size of Lots/Properties	1 person

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	10 people
Duplexes	5 people
Accessory Dwelling Units	4 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	1 person
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	1 person

- In the open comment portion, ADUs should only be allowed if rented to locals and if parking is available, and Health/Wellness should be specific to physical therapy.

- When asked about the future the comments were that there should be better trailhead parking and that parking requirements should not be lessened.

9. East Side of Main Street (800-1200 Block)

- 0 people responded to the survey concerning the East Side of Main Street (800-1200 Block).
- When asked about the unique characteristics of the area open house participants indicated the following:

Physical Characteristic	Number of Responses
Size/Scale of Buildings	1 person
Size of Lots/Properties	1 person
Proximity to the Eagle River, Grouse Creek, or Cross Creek	1 person
Mix of Residences and Businesses	1 person
Public Open Space Areas	1 person
Public Spaces (ex. Parks, Plazas, etc.)	1 person

- When asked what types of land uses might be appropriate, open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	4 people
Duplexes	3 people
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person

- When asked about the future there were no comments.

10. West Side of Main Street (800-1200 Block)

- A total of 6 people responded to the survey concerning the West Side of Main Street (800-1200 Block).
 - All live in Minturn with 1 operating/owning a business in Minturn and 1 also living outside of Eagle County.

- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Proximity to the Eagle River, Grouse Creek, or Cross Creek	5 people
Public Open Space Areas	5 people
Mix of Residences and Businesses	4 people
Primarily a Residential Area	3 people
Architecture of Buildings	2 people
Size/Scale of Buildings	2 people
Size of Lots/Properties	1 person
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	1 person
Public Spaces (ex. Parks, Plazas, etc.)	1 person

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	6 people
Duplexes	5 people
Apartments	3 people
Retail Businesses	3 people
Entertainment Businesses (ex. Movie Theater)	3 people
Office	2 people
Food/Beverage Establishments	2 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	2 people
Triplexes/Fourplexes	1 person
Accessory Dwelling Units	1 person
Lodging	1 person
Educational Facilities/Schools	1 person
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person
Personal Services Businesses (ex. Salon, Dry Cleaners, etc.)	1 person
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	1 person

- When asked about the future the common themes included:
 - Staying the same.
 - Walkability to Maloit Park.
 - Slower speeds.
 - Small business area.
- Additional comments included:
 - Big developments should not be approved.

11. Two Elk Estates and Cross Creek

- A total of 5 people responded to the survey concerning Two Elk Estates and Cross Creek.
 - All live in Minturn.
- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Proximity to the Eagle River, Grouse Creek, or Cross Creek	8 people
Size of Lots/Properties	7 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	7 people
Primarily a Residential Area	5 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	5 people
Public Open Space Areas	3 people

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	11 people
Duplexes	4 people
Accessory Dwelling Units	4 people
Educational Facilities/Schools	1 person
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	1 person

- When asked about the future the common themes included:
 - Lower density.
 - Lower speed limit.
 - Maintaining open space.
 - Connectivity to Maloit and to town.
- Additional comments included:
 - Gun range needs proper management.
 - Connectivity via sidewalks.

12. Maloit Park

- A total of 19 people responded to the survey concerning Maloit Park.
 - 15 live in Minturn.
 - 2 operate/own a business in Minturn with one of those living elsewhere in Eagle County.
 - 2 don't live in Minturn but live elsewhere in Eagle County.

- When asked about the unique characteristics of the area survey and open house participants indicated the following:

Physical Characteristic	Number of Responses
Public Open Space Areas	22 people
Proximity to the Eagle River, Grouse Creek, or Cross Creek	18 people
Public Spaces (ex. Parks, Plazas, etc.)	16 people
Primarily a Residential Area	11 people
Size/Scale of Buildings	6 people
Mix of Residences and Businesses	5 people
Size of Lots/Properties	5 people
Private Spaces (ex. Private yards, Private gathering areas, etc.)	4 people
Types of Buildings (ex. Single-family homes, Townhomes, Apartments, Shops, etc.)	3 people
Streets and/or Alleys	3 people
Architecture of Buildings	2 people
Age of Buildings	1 person

- Affordable housing and wildlife were also commented on.

- When asked what types of land uses might be appropriate, survey and open house participants indicated the following:

Type of Land Use	Number of Responses
Single-Family Homes	17 people
Educational Facilities/Schools	10 people
Health/Wellness Businesses (ex. Gym, Yoga Studio, etc.)	8 people
Duplexes	6 people
Accessory Dwelling Units	4 people
Triplexes/Fourplexes	3 people
Apartments	2 people
Retail Businesses	2 people
Food/Beverage Establishments	2 people
Art Businesses (ex. Art Gallery, Dance Studio, etc.)	2 people
Lodging	1 person
Manufacturing/Fabrication (ex. Brewery, Welding Shop, etc.)	1 person

- In the open comment portion, land conservation was suggested as well as affordable housing.

- When asked about the future the common themes were split between single-family affordable residential development and keeping it open space.
- Additional comments included:
 - There shouldn't be development here.
 - Wildlife should be protected.



To: Minturn Town Council
From: Michelle Metteer
Date: May 1, 2024
RE: Town Manager Update

Congressman Neguse Community Meeting

I attended the community meeting of Congressman Neguse on Wednesday, April 24th where the Congressman graciously took questions from the audience. I took this opportunity to ask the Congressman for help in scheduling a meeting between local representatives and CDOT Director Lew for the purpose of discussing the West Vail Pass project. Minturn’s desire to keep I-70 traffic out of our small community is imperative to Minturn’s safety needs and completing this project is one element toward pushing that needle forward. The Congressman indicated his office was willing to help in this area and we hope to hear more soon.

Certified Local Government - Grant Award

Madison Harris completed and was awarded on behalf of the Town a grant to cover \$25,000 toward the costs of a Resource Survey for the Town. This Resource Survey analyzes the structures in Minturn and provides valuable historical insight for each property as appropriate. This Resource Survey will be a valuable addition to Minturn’s Historic Preservation Program. This will work toward educating residents and property owners of the historic nature of the Town’s structures. The grant award letter has been included for reference.

Intermountain Transportation Planning Region (IMTPR)

I represented Minturn at the IMPTR meeting and annual retreat on April 19th. At this meeting the voting members approved updated bylaws, discussed the West Vail Pass project, and then started the retreat process which will be ongoing for at least the next meeting. IMPTR is considering sending a West Vail Pass Project support letter to CDOT Director Lew and Governor Polis on behalf of the Planning Region which includes all the municipalities, counties and regional transit agencies for Summit, Eagle, Pitkin, Garfield, and Lake counties.

Water Tank – Pressure Reducing Valve (For full use of both water tanks)

Minturn has received the list of action steps from the State of Colorado for the execution of installing a pressure reducing valve in an already-existing building. This will include a historic survey and environmental assessment in addition to following all BABA and Davis Bacon requirements. To summarize, going through the State to use the remainder of the water tank loan funds for this work will cost Minturn more than should the Town pay cash. I have asked Jarod Limke to provide a cost estimate for this project once he has reached sufficient design level to determine if this project as a cash expense is a better opportunity for the Town. The lining of the old tank will already be a cash project, it is just a matter of determining the pressure reducing valve installation costs. More to come.

Minturn North Development

The Minturn North team is preparing to start work on the grading and utilities portion of the newly approved project. There will be an illuminated message board by the project, as well as additional signage with a QR code for where to find project information and contact numbers. The Town will share this information via the Town website as well. The developer has assured the Town that parking for the Game Creek trailhead will remain open except for when specific utility work to that area is conducted.

Out of Office

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



History Colorado

April 19, 2024

Madison Harris
Town of Minturn
301 Boulder St #309
Minturn, CO 81645

Dear Madison Harris:

History Colorado has completed its review of grant applications submitted to the Certified Local Government Subgrant Program for the 2024 fiscal year. We are pleased to announce that a CLG subgrant of **\$25,000** has been awarded to the Town of Minturn for the Resource Survey. Congratulations on your award! Please read this letter in its entirety to ensure there is no delay in receiving your award.

These grants are funded in part by the National Park Service. Therefore, we cannot issue Intergovernmental Grant Agreements until we receive the federal funding allocations. We anticipate this will occur by early June of this year. **Work may not begin on your project until an Intergovernmental Grant Agreement between History Colorado and Town of Minturn has been fully executed.** Any work completed prior to the agreement period is not eligible for reimbursement.

CLGs must be under contract with their selected consultant within 60 days of receipt of their fully executed grant agreement with History Colorado, otherwise the grant award will be forfeited. If your procurement process was not completed prior to the grant application submission, we highly recommend beginning this process immediately so that your consultant is in place when your grant agreement is finalized. Please note that CLGs must seek at least three bids from consultants for their grant projects. For more information on this and other important requirements associated with your CLG subgrant, please see the Grant Administration section of the CLG Subgrant Program Manual FY24 at <https://www.historycolorado.org/certified-local-government-grants>.

Enclosed is a risk self-assessment form that must be completed to initiate the grant agreement process. Please submit the completed risk self-assessment no later than May 3, 2024. Please notify Contracts Officer Breanne Nugent at breanne.nugent@state.co.us or (720) 646-0608 if you have any contractual or fiscal questions. Contact Lindsey Flewelling at lindsey.flewelling@state.co.us or (720) 921-0920 if you have any questions specific to your project. Please include your grant number (CO-24-10004) on all correspondence.

All CLG payments will be processed via Electronic Funds Transfer. Our records show that the Town of Minturn already has a bank linked in the State’s financial system, which has been previously verified by History Colorado. All payments will include “ATTN: Madison Harris, Certified Local Government.” If you have questions about electronic payments or need to update the account on file, please contact Breanne Nugent.

Congratulations again on receiving this Certified Local Government Subgrant award. We look forward to issuing your grant agreement and supporting your project to successful completion. If you have any questions about the agreement process, please do not hesitate to contact me.

Sincerely,



Lindsey Flewelling
Preservation Planner
State Historic Preservation Office
(720) 921-0920 | lindsey.flewelling@state.co.us

Minturn Planning Department
Minturn Town Center
301 Boulder St. #309
Minturn, CO 81645
970-827-5645
planner1@minturn.org
www.minturn.org



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

Memorandum

Date: May 3, 2024
To: Minturn Planning Commission
From: Madison Harris, Planner I
Re: Planning Department Update

161 Main Street - Limited Use Permit and Sign Permit

The code requires all sheds in all zone districts to be processed under a Limited Use Review application. Stef and Spence Neubauer applied for a Limited Use Review permit for a shed at 161 Main Street to function as their tasting room as they work on plans for a more permanent structure. That application was approved by the Planning Director on April 12, 2024. Subsequently, the Town received an application for signage on the structure which was approved April 24, 2024. The site plan and the approved signage are attached.

1111 Main Street - Fence Permit

The Town received an application for a fence at 1111 Main Street for their backyard. That was administratively approved on April 23, 2024.

Planning Commission Appointment

Tom Priest was recently elected to the Town Council which left a vacancy to fill on the Planning Commission for the remainder of his term. At the May 1, 2024 Council meeting, Darell Wegert (Alternate) was promoted to full time member for the remainder of the term through March 31, 2025, and Eric Rippeth was appointed to the two year Alternate term through March 31, 2026. Congratulations to both!

ROBERT D CREASY ARCHITECTURE
 PO BOX 819 - 453 PINE ST.
 MINTURN, CO 81645-0819
 MB: 760.937.2600 (Robert)
 robert@rdcarch.com

STRUCTURAL ENGINEER

SURVEYOR
 PEAK LAND SURVEYING, INC.
 1000 Lion's Ridge Loop
 Vail, CO 81657
 970.476.8644

GEO/SOILS ENGINEER - SPECIAL INSPECTION SERVICES
 Not Applicable

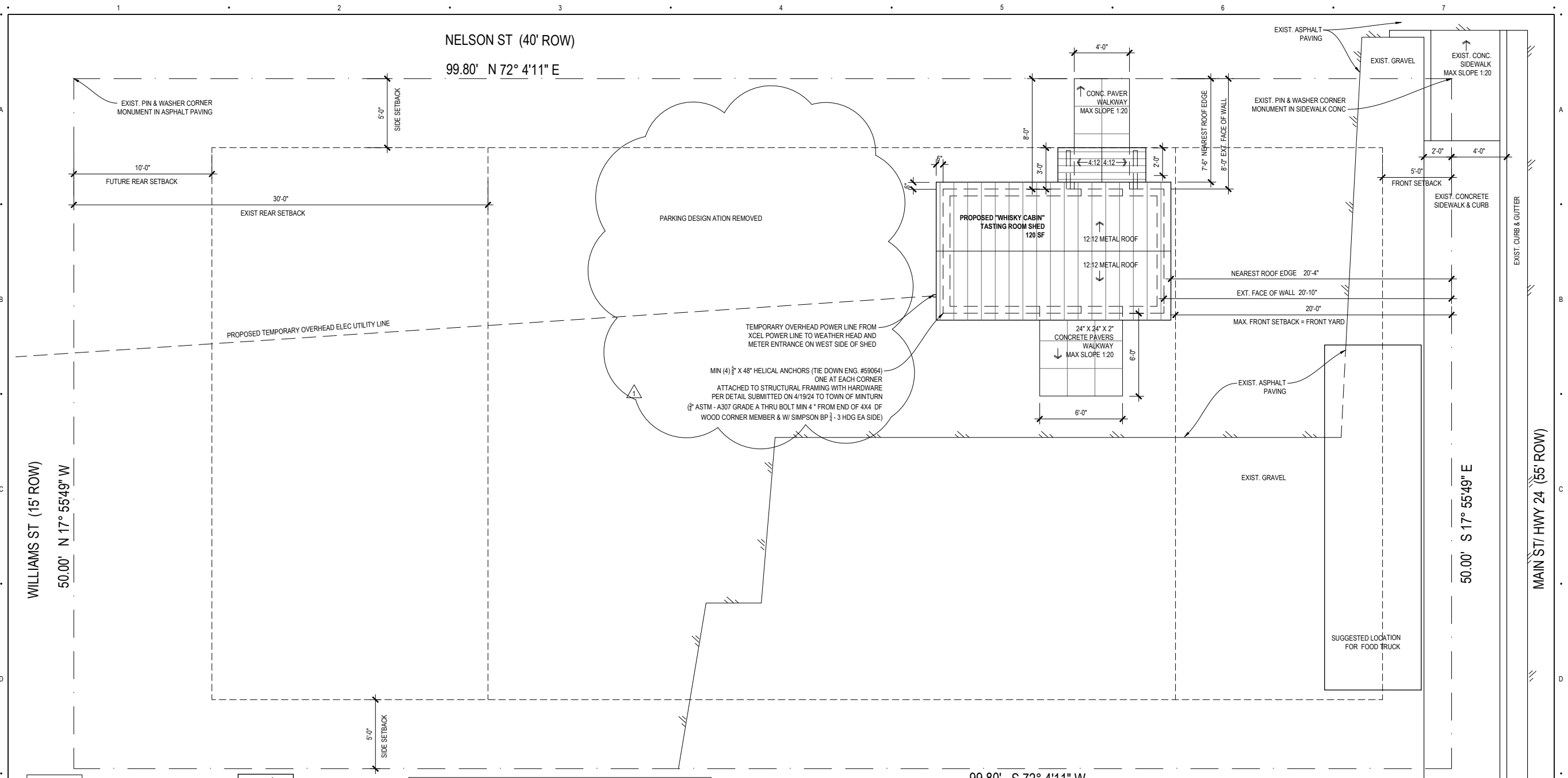
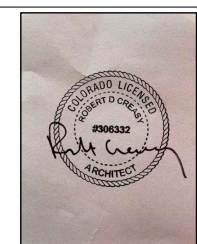
GENERAL CONTRACTOR

**EAGLE RIVER WHISKY
 WHISKY CABIN**

PARCEL # 2103-263-002 & 003
 161 MAIN ST
 MINTURN, CO 81645

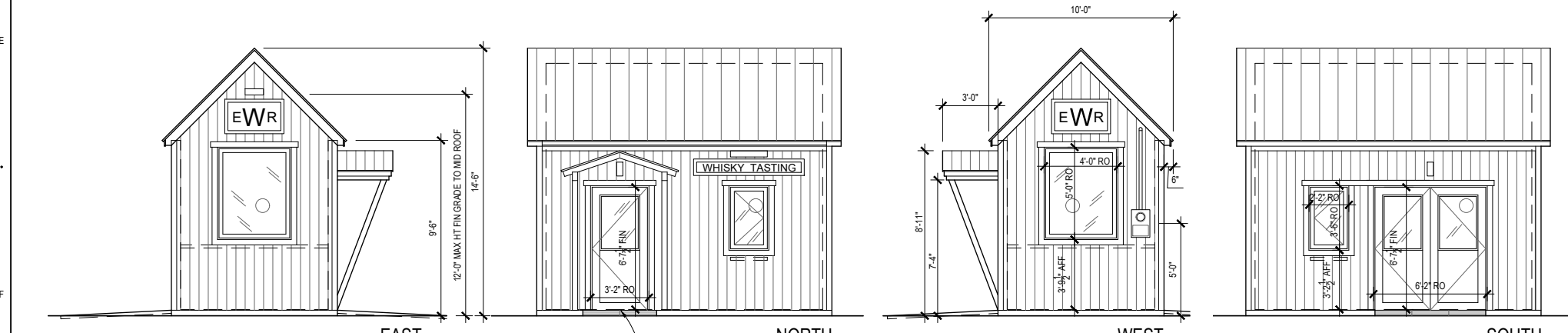
OWNER:
 STEFANIE & SPENCE NEUBAUER

stel@erwhisky.com & spence@erwhisky.com
 MB: 603.770.8756

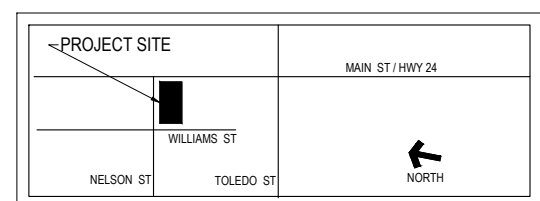


E1 SITE - PLOT PLAN
 L100

SITE PLAN IS BASED ON PEAK LAND SURVEYING, INC.
 SURVEY DATED 11/16/2023 JOB # 2062.5



F1 SHED - ELEVATIONS
 L100



F6 VICINITY PLAN - MINTURN, CO
 L100 NO SCALE

- GENERAL NOTES:**
- DO NOT SCALE FROM DRAWINGS, REFER TO WRITTEN DIMS AND BRING OMITTED DIMS TO ARCHITECT'S ATTN.
 - REFER TO STRUCTURAL SHEETS FOR STRUCTURAL MATERIALS, NOTES, SPECIFICATIONS AND DETAILS.
 - ALL DIMENSIONS ARE TO FO FRAMING, ROUGH OPENING, FO CONC WALL OR T.O. CONC SLAB OR SUB FL., UNO.
 - REFER TO C100 FOR INSULATION SPECS, OTHER GENERAL NOTES, DRAWING INDEX, AND ABBREVIATIONS.
 - REFER TO C100 FOR SITE, UTILITY & LANDSCAPE PLAN NOTES & SPECS.
 - REFER TO ARCHITECTURAL PLAN SHEETS (A100) FOR WALL & RO DIMS, HEAD & SILL HEIGHTS, AND FINISH SPECS INCLUDING WINDOW AND DOOR SCHEDULES, MECHANICAL PLUMBING AND ELEC. SPECS.
 - REFER TO ROOF PLAN (A103) FOR ROOF MATERIALS, SPECIFICATIONS, AND NOTES.
 - SILL DIMENSIONS ARE FROM T.O. SLAB OR T.O. SUBFLOOR TO SILL RO. HEAD RO DIMS ARE FROM SILL RO.
 - REFER TO ELEVATION SHEETS (A20X) FOR EXTERIOR FINISHES, NOTES AND SPECS.
 - REFER TO SHEETS A301 FOR WALL & BUILDING SECTION DETAILS, MATERIALS, AND CONFIGURATION.

REVISION 1	APRIL 19, 2024
DATE LIMITED REVIEW SUBMITTAL	MARCH 15, 2024
PROJECT #:	2410
SITE PLAN SITE - UTILITY NOTES VICINITY PLAN	
L100	117



SIGN PERMIT APPLICATION

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

Name of Individual or Company proposing the sign:

Eagle River Whisky

Address of property where sign will be posted:

Street Address:
161 Main Street

Mailing Address:
po box 1253, Minturn Co 81645

Phone Number:
3038954369

Email:
stef@erwhisky.com

Specify with a scaled drawing of Sign:

Materials:
Vinyl

Size / Dimensions:
Different sizes, see attachment

Shape:
Different shapes, see attachment

Design & Letter Style:
Simple classic design with BN Chester Font Lettering, NOT a neon sign, illumination will be via lights over the signs

Colors:
Black Signs with Gold Lettering

Illumination:
YES NO

Attachments required:

1) Attach images depicting the proposed design of the sign and location.

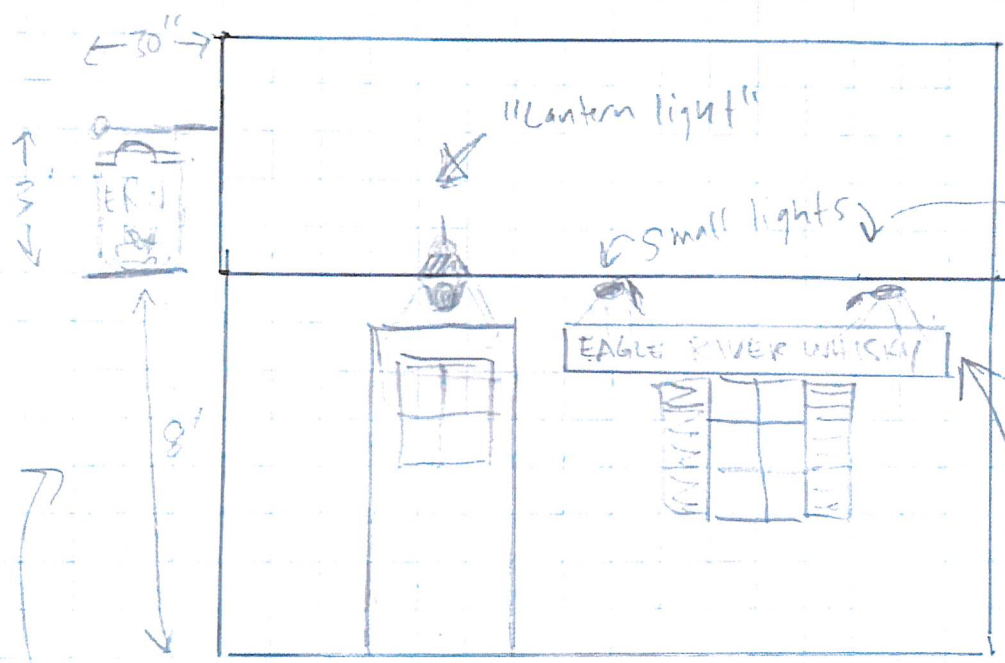
2) Application fee of \$60.00 + \$1.50 / Sq. Ft

Applicant Signature:

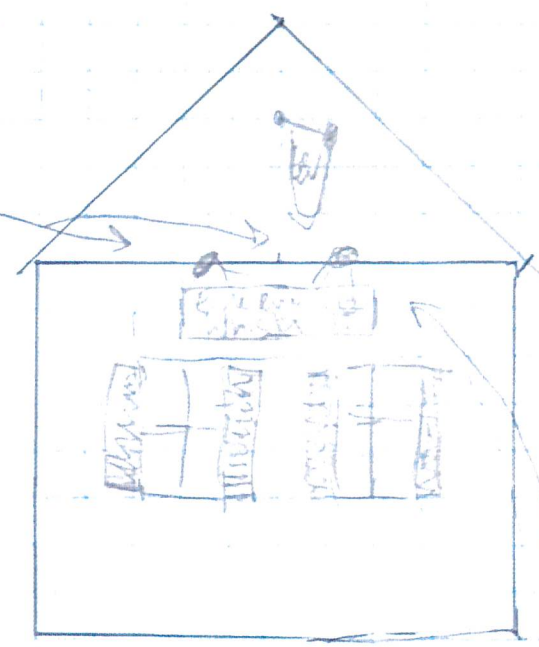
Office use only:
Fee Paid: _____ Date Received: _____ Planner: _____

1 square = 1 foot

7.5



NELSON



MAIN



8



4

32' of frontage