



AGENDA

Town Council Regular Meeting 5:30 PM

Wednesday, April 17, 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/83189555251>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 831 8955 5251

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

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

1. CALL TO ORDER
2. ROLL CALL AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF CONSENT AGENDA

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

[A.](#) 04-03-2024 Minutes

4. APPROVAL OF REGULAR AGENDA
Opportunity for amendment or deletions to the agenda.
5. DECLARATION OF CONFLICTS OF INTEREST
6. PUBLIC COMMENT

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

7. COUNCIL COMMENTS & COMMITTEE REPORTS

8. STAFF REPORTS

A. Manager's Report

9. SPECIAL PRESENTATIONS

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

A. Castle Peak Senior Life & Rehab Update - Shelly Cornish (10 min)

10. BUSINESS ITEMS

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

A. Ordinance 04 - Series 2024 (Second Reading) An Ordinance Amending Chapter 19 of the Historic Preservation Code to allow for Noticing of Demolition Prior to Permitting.

B. Resolution 15 - Series 2024 A Resolution Approving the Bellm Bridge Feasibility Professional Service Agreement

C. Ordinance 05 - Series 2024 (First Reading) An Ordinance Approving the Battle North Development Agreement

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

E. Ordinance 06 - Series 2024 (First Reading) An Ordinance Amending the Nuisance Code Relating to Wildlife

F. Ordinance 07 - Series 2024 (First Reading) An Ordinance Amending the Fence Code

G. Ordinance 08 - Series 2024 (First Reading) An Ordinance Amending Chapter 8 of the Minturn Municipal Code for Civil Infractions

11. DISCUSSION / DIRECTION ITEMS

12. FUTURE AGENDA ITEMS

A. Future Meeting Topics

13. ADJOURN

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings:

-- May 1, 2024

-- May 15, 2024

Council Retreat:

-- May 9, 2024



OFFICIAL MINUTES
Town Council Regular Meeting 5:30 PM
Wednesday, April 03, 2024
Town Hall / Council Chambers - 302 Pine St Minturn, CO

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MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

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Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 895 7056 1457

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

1. CALL TO ORDER

Mayor Earle B. called the meeting to order at 5:33pm.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Council present Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, Town Council members Lynn Feiger, Eric Gotthelf, Gusty Kanakis, and Kate Schifani. Note: the quorum stood at 6 members. Brian R. was re-elected but excused absent. Newly elected Tom Priest was in the audience until sworn in.

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

3. APPROVAL OF CONSENT AGENDA

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

- A. Approval of Minutes - 03-20-2024
- B. Liquor License: 146 North Main St – Minturn Saloon annual renewal of a Hotel and Restaurant Liquor License, Connie Mazza, owner/manager
- C. Resolution 14- 2024 a Resolution approving the Holy Cross Energy Community Enhancement funds toward the costs associated with a temporary downtown bike parking facility

Motion by Gusty K., second by Kate S., to approve the Consent Agenda of April 2, 2024 as presented. Motion passed 6-0. Note: Brian R. was excused absent.

4. APPROVAL OF REGULAR AGENDA

Opportunity for amendments or deletions to the agenda.

Motion by Terry A., second by Gusty K., to approve the Agenda of April 2, 2024 as presented. Motion passed 5-0. Note: the quorum stood at 5 members. Terry A. did not run for re-election and was not present, Brian R. was re-elected but excused absent. Newly elected Tom Priest remained in the audience until sworn in.

5. DECLARATION OF CONFLICTS OF INTEREST

6. PUBLIC COMMENT

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

7. COUNCIL COMMENTS & COMMITTEE REPORTS

Gusty K. updated on a NWCCOG QQ meeting he attended. He also thanked the community for the successful election.

Eric G. updated on the recent Climate Action Committee.

Terry A. wished all a successful term. She thanked specifically Michelle M. for her leadership and professionalism as our Town Manager.

Earle B. welcomed all to the new council.

8. 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 Workday 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 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.

9. SPECIAL PRESENTATIONS

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

10. BUSINESS ITEMS

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

- A. Swearing in of New Council Members**

The election of April 3, 2024 was held and the candidates elected or re-elected were:

Mayor:
Earle Bidez

Council Member:
Eric Gotthelf
Gusty Kanakis
Tom Priest
Brian Rodine

Jay B. discussed the results of the election. He stated these are unofficial results and will remain that way until the Uniformed And Overseas Citizens Absentee Voting Act (UOCAVA) is complete. During the election Brian R. and Tom P. tied votes but were elected and can be sworn in to the Council. The tied votes will determine who received the 3rd 4yr term and who will receive the 2yr vacancy term. The UOCAVA ballots have an additional 8days to be received and then the election and the Canvas of the Election are completed on the 10day after the election. There were 3 UOCAVA ballots outstanding. If one or more is received it could break the tie. In the event the tie is not broken by the receipt of UOCAVA ballots, the tie will be broken as directed by state law with a game of chance (drawing of cards).

Jay B. swore in Mayor Earle B.

Earle B. swore in Eric G., Gusty K., and Tom Priest. Tom P. assumed his seat at the dais.

Note: Terry A. relinquished her council seat to Tom P. At this time the quorum stood at 6.

Note: Brian R. will be sworn in either in person or via zoom when first available. And the lot drawing to determine the 2 vs 4 year term between Tom P. and Brian R. will be held at the May 1 Council meeting.

Earle B. stated his choice for Mayor Pro Tem was Eric Gotthelf.

Motion by Gusty K., second by Kate S., to appoint Eric G., as Mayor Pro Tem. Motion passed 6-0. Note: Brian R. was excused absent.

- B. Ordinance 03 - Series 2023 (Second Reading) An Ordinance Disconnecting Rex Flats, Gilman and Roster Pile 5 from the Town of Minturn**

Mike S. summarized the Ordinance.

As part of the Battle Mountain settlement agreement, the parties agreed: As was previously discussed with Council, the Town’s consultation with Battle Mountain concluded that in addition to Gilman, the disconnection should include the “roster pile” areas along the Eagle River together with Rex Flats. These properties are all contaminated, included in the superfund site, and not easily developable in the future. Battle Mountain has submitted a complete application for disconnection

of the above referenced lands in accordance with Town Code §16-1-70(b)(2). C.R.S. § 31-12-501 provides that a disconnection is appropriate when in the “best interests of the municipality”. Under the Town Code, the “best interests of the municipality” includes:

- a. Resolution of any current, pending, or threatened legal actions;
- b. Resolution of any commitments, claims, or obligations required by any agreement, or terms of an agreement relating to the property proposed for disconnection;
- c. The impact of disconnection upon the Town's ability to maintain infrastructure and rights-of-way that were dedicated to a public entity;
- d. That disconnection will not create an enclave as defined by C.R.S. § 31-12-106, or sever the contiguity of the Town's boundaries without adequately providing for access and the provision of utilities and services to areas that will remain within the Town.

The proposed disconnection meets these requirements. The disconnection is in furtherance of resolving the Battle Mountain litigation. The disconnection will not hamper the Town’s ability to maintain infrastructure. The disconnection will not create an enclave as the Mountain Property will still be connected to the Town’s boundaries. Most importantly, the disconnection will remove heavily contaminated land from the Town’s boundaries.

Staff recommend approving the disconnection ordinance.

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Gusty K., second by Kate S., to approve Ordinance 03 - Series 2023 (Second Reading) An Ordinance Disconnecting Rex Flats, Gilman and Roster Pile 5 from the Town of Minturn as presented. Motion passed 6-0. Note: Brian R. was re-elected but excused absent.

C. Ordinance 04 - Series 2024 (Second Reading) An Ordinance Amending Chapter 19 of the Historic Preservation Code to allow for Noticing of Demolition Prior to Permitting.

Michelle M. presented and noted the changes from First Reading.

The council reviewed this ordinance at their last meeting, March 20, 2024. One amendment was requested to be added - that the permit be eligible for extension for up to another 6 months, totaling that the permit may be good for 365 days. Also modified is the request from HPC’s review of the ordinance at their meeting of March 19, 2024 adding a clause that all sign posting placements be approved by staff.

The way the Town Code is currently written, it doesn’t contemplate partial permit applications, it just says “permit application” which means the whole complete application needs to be submitted to the Town before Section 19-9-10 is triggered and the two week stay notifying people that an application for alteration, relocation, or demolition has been submitted starts. The described flaw hasn’t been exposed up until now as most times this section comes into play it’s been for minor building permits (ex. A re-roof) that don’t need a lot of information for submission of the application, so it hasn’t been an undue hardship for people to make a complete application. Where

this flaw has been exposed is that the complete demolition application requires proof that water, sewer, gas, electric, etc. have all been disconnected, as well as an asbestos report and a permit from CDPHE to mitigate any asbestos. If an applicant submits a complete demolition permit application, triggers the two week stay, and gets nominated and then designated, then that house has been sitting there without power which could negatively impact this now Historically Designated property. As a response to this, staff has attached a draft ordinance that is being presented to HPC on March 19th and Council March 20th. Due to input from Dr. Lindsey Flewelling, staff has taken inspiration from Boulder, but fashioned a more streamlined process. This ordinance is intended to create a separate permit form that people can apply for describing what they are doing and kick-starting that two week stay without having to provide a complete application for demolition or other permit forms such as Design Review Board.

Michelle M. noted the Ordinance in the packet did not include the requested changes from First Reading and requested Council to table the Ordinance to April 17.

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Kate S., second by Gusty K., to continue Ordinance 04 - Series 2024 (Second Reading) An Ordinance Amending Chapter 19 of the Historic Preservation Code to allow for Noticing of Demolition Prior to Permitting to the April 17, 2024 Council Meeting. Motion passed 6-0.

11. DISCUSSION / DIRECTION ITEMS

A. Battle North Restricted Parcels

Mike S. presented and introduced Lindsay Lyda, Battle Mtn attorney.

As part of the Settlement Agreement with Battle Mountain, the Town will receive various parcels in fee title, easements for use over certain parcels which Battle Mountain will continue to own, and restrictive covenants over certain parcels to be owned by Battle Mountain prohibiting certain land use activities. Additionally, Battle Mountain will reserve certain easements for its future use over parcels that the Town will acquire in fee title. The Settlement Agreement divides the land currently owned by Battle Mountain into three categories: Battle Retained Parcels, Town Parcels and Restricted Parcels. The Battle Retained Parcels are lands that Battle Mountain will continue to own which will be subject to future development. The Town Parcels are lands that will be dedicated to Minturn in fee title. The Restricted Parcels are lands that will be owned by Battle Mountain or a successor in interest but be subject to use limitations in the form of recorded covenants. With regard to the Town Parcels and the Restricted Parcels, the Settlement Agreement provides in Section 2(a):

(i) Town Parcels. Parcels which Battle North will convey to the Town (“**Town Parcels**”), subject to certain Reserved Easements (defined in Section 7(a)) for Battle North’s benefit. The Town Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (A) the Highlands Area; (B) the Reservoir South Area (excluding the Processing Area); (C) the Rec Center Parcels; and (D) the Highway 24 Parcels.

(ii) Restricted Parcels. Parcels which Battle North will own but, subject to certain Reserved Uses (defined in Section 7(b)(i)) for Battle North’s benefit, will be encumbered by Recording certain instruments (“**Restricted Parcel(s)**”) imposing one or more of the following (collectively, and as applicable, “**Restriction(s)**”): (A) a Perpetual Easement (defined in Section 7(b)(i)) granting to the Town the right to undertake a specific scope of uses, on terms the Parties mutually determine appropriate; (B) a Restrictive Covenant (defined in Section 7(b)(ii)) that limits the uses that may be undertaken within such Restricted Parcel, on terms the Parties mutually determine appropriate; and/or (C) with respect to any or all Restricted Parcels requested by the Town at its election, a Purchase Option (defined in Section 7(b)(iii)) granting to the Town an option to purchase such Restricted Parcel(s). The Restrictions will run with title to the Restricted Parcels and will be enforceable by and for the benefit of the Town. Unless Battle North and the Town otherwise mutually agree in writing prior to the Closing Date, the Restricted Parcels intended to be created are, as conceptually depicted and labeled in the Concept Plan: (v) the OTP Area; (w) the Processing Area (being a portion of the Reservoir South Area); (x) the CTP Area (y) the Trestle Area; and (z) the Maloit Wetlands Area.

A map showing the various parcels is attached. For Reference the Town Parcels are: Parcels 1 and 2 – the Highlands Area, Parcel 5 – Reservoir South Area, Parcels 6 and 8 – the Highway 24 Parcels, and Parcel 11 – the Rec Center Parcel. The Restricted Parcels are: Parcel 3 – the OTP, Parcel 4 – the Processing Area, Parcel 10 – the CTP, and Parcel 12 – the Maloit Wetlands Area. The Trestle Area is not a separate parcel but rather a portion of Parcel 9 – which is a Battle Reserved Parcel. As part of the process laid out in the Settlement Agreement, the Town needs to give input on several issues. Polly Jessen of Kaplan Kirsch & Rockwell has created a chart summarizing various input required under the Settlement Agreement (attached). Issues to consider are:

A. Whether the Town wants to take property in fee title at the time of Closing or have an option to acquire the property in fee in the future. The Settlement Agreement provides:

(iii) Town’s Right to Convert. By delivery of written notice to Battle prior to expiration of the Diligence Period (defined at Section 5), the Town will have the right to convert one or more of the Town Parcels into a Restricted Parcel and to convert one or more of the Restricted Parcels into a Town Parcel.

The Town proposes to have options to purchase the OTP, the Processing Area, Maloit Park wetlands, and possibly the CTP.

B. What uses the Town intends to make of both the Town Parcels and the Restricted Parcels. Uses may range from development to passive recreation. For example, the Town proposes to obtain an easement over the CTP for Nordic skiing and trail use. Council should consider future public uses to be made of parcels the Town will not acquire in fee.

C. What restrictions on land use activities for the Restricted Parcels the Town would like to have in place guaranteed by a restrictive covenant. Remember that the Restricted Parcels are subject to Town Zoning – mostly zoned Open Space. Changes to the zoning would require Town approval. So the covenant restrictions should be for items beyond the zoning requirements. An example is the restriction on the use of the Processing Parcel for uses other than work on Bolts Lake Reservoir.

D. What permanent easements will both encumber and benefit the Town Parcels. The Settlement Agreement provides:

(i) Perpetual Easements. It is anticipated that each Restricted Parcel will be encumbered by a perpetual easement agreement (“Perpetual Easement Agreement(s)”) pursuant to which Battle North will grant to the Town a perpetual non-exclusive easement (“Perpetual Easement(s)”) over, across and within such Restricted Parcel, or specified area therein, for the Town’s benefit in order to provide a specific scope of access and/or utility purposes, use, and/or benefit. For the Highlands Parcel, Battle North will grant at Closing to the Town an easement for access and utility purposes across the OTP Area to the Highlands Area at a location and in a size mutually agreeable to the parties. For parcels other than the Highlands Area, such scope may include active or passive non-motorized recreational uses, the provision of legal and physical access to and from other Town Parcels or a public road, and similar matters. The Perpetual Easement Agreements will expressly reserve to Battle North, as grantor, and incorporate Battle North’s general right to use the Restricted Parcels for purposes that do not unreasonably conflict with or impair the Town’s use and enjoyment of the Perpetual Easement(s), including but not limited to construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Water Distribution System and similar Infrastructure Improvements required or desirable in connection with development of the Battle Retained Parcels (the “Reserved Uses”). The infrastructure types, locations and engineering requirements (except the Water Treatment System) of such Reserved Uses and Infrastructure Improvements will be subject, and the final “as-built” locations of the Reserved Uses will be established pursuant, to Town review and approval in connection with approval of preliminary and final plats for development within the Battle Retained Parcels.

Battle Mountain has proposed two easements across the OTP to provide access and utility service to the Highlands Parcels (graphic attached). Battle Mountain has indicated that it may not need easements over the Highlands Parcels, the Reservoir South Area, and the Rec Center Parcel. Tim McGuire from Battle Mountain can provide more information at the Council meeting. Staff is looking for direction on the above items so that we can negotiate Closing document with Battle Mountain.

Lynn F. asked about the steepness of the proposed access roads; the existing road is in good shape, the new road proposal would take much more work.

Tim McGuire, Battle Mtn, noted that the material to cover the OTP sites will be pulled from the existing Bolts Lake, it is not contaminated. This would deepen the lake and supply the cap materials. He noted this plan has been vetted and approved by the EPA.

Gusty K. asked re the proposed Highlands easements for clarification.

Discussion ensued as to the superfund site and EPA. Ms. Jessen, Battle Mtn. noted that once we take title and if we desire to change the existing use, those uses can be submitted to EPA and a plan to mitigate any disturbances.

Lynn F. asked if we need to name uses now or later; Ms. Jessen stated if we know what we want, we should do it now. The example Lynn F. used was municipal storage areas.

Mr. McGuire noted the EPA lists what you can NOT do on the land, not what you CAN do. They discussed the Comfort Letter received from the EPA. This gives us an idea of future value for the land the Town would receive.

Tom P. asked if this was a decision or a request for direction such as restriction.

Mike S. noted we are looking for direction as follows:

- Confirm parcels are priority to council
- Discuss rights the town would be obtaining in the restricted parcels
- Any covenant restrictions that need to be put in place on the lands

Lynn F. expressed concern that we restrict vertical development in order to protect the various caps.

The Council reviewed each parcel on the list and concerns were discussed.

B. Committee & Board Assignments

Minturn has made great strides in working collaboratively with surrounding municipalities and organizations for both the benefit of Minturn and the region. These assignments are critical in continuing the town's relationships and partnerships to further Minturn's goals. Council members are expected to all be representing Minturn in capacities that are in addition to Council meetings. All Council members will be expected to

Michelle M. reviewed the list of represented organizations and the requirements associated with each committee. She noted the council appointments for the upcoming year.

12. FUTURE AGENDA ITEMS

- Review/amend the definition of an SFE
- Amend the Nuisance Code to include wildlife
- Dogs and leash law

13. ADJOURN

Motion by Eric G., second by Gusty K., to adjourn the meeting at 8:07__pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS
Upcoming Events & Council Meetings:
-- April 17, 2024 - Council Meeting
-- May 1, 2024 - Council Meeting



To: Minturn Town Council
From: Michelle Metteer
Date: April 3, 2024
RE: Town Manager Update

Main Street Intersection Bulb Outs

With the costs to install permanent bulb outs at the primary intersections along Main Street increasing due to needed stormwater drainage improvements that would be required for such an undertaking, staff sought the guidance of the CDOT Grand Junction office to determine any possibility for finding approvals of a temporary solution. Staff is now working, with the guidance of the Grand Junction office, toward a temporary bulb out design that is more likely to receive CDOT approval.

Eagle Valley Transit Authority (EVTA)

I attended the Eagle Valley Transit Authority board meeting on Wednesday, April 10th. The staff is moving quickly to complete the transition from ECO Transit to EVTA. One of the biggest takeaways from the meeting was the need to temporarily move to a two-week meeting cycle whereby the board will meet every two weeks until the transition is complete. These additional meetings will be conducted via a virtual platform and the public is encouraged to attend.

The Value of Community Plans; Newsletter Insert

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 and 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!

Railroad Ave Pedestrian Safety Improvements

The kickoff meeting for the Railroad Ave Pedestrian Safety Improvements was held on Wednesday, April 10th. At that meeting we discussed with CDOT the need for the project approval by the Public Utilities Commission which seemed to be acceptable to the CDOT representatives even though it was not a recognized step in the application submitted by the Town. I am now waiting to hear back from the PUC representative to start that process.

Community Survey

The community survey is live! Residents are encouraged to participate via a text message link, the town website or by picking up a paper copy at town hall. Thank you to everyone who has completed the survey thus far, your time and feedback are greatly appreciated!

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.

Gotta Brick?

Through the continual research of looking for ways to improve vehicular and pedestrian safety along the HWY 24 corridor, I came across the following concept: crosswalk users in Vancouver are now encouraged to carry bricks as a form of visibility. Waving the bricks and showing them to cars who might dare to not stop for those crossing. Minturn is not recommending this as an option to increase pedestrian safety along HWY 24, but it is a unique idea. Here's a link to the concept: https://youtu.be/ZJOHBd_u-Fs?si=hApUskvTumcwW1dC

Minturn HWY 24 Corridor

I recently reached out to the CDOT Grand Junction office to understand the ability for local jurisdictions to overtake the jurisdictional responsibilities of a highway through their community. Similar to the concept where the towns of Eagle and Gypsum now have ownership of HWY from I70 through Grand Avenue, I wanted to better understand, knowing this would be an exorbitant financial burden requiring an increase in taxes, for Minturn to do something similar.

CDOT considers such requests when there lies a rational terminus which does not create, effectively, a hole in the middle of their service areas. With the Gypsum to Eagle transaction, no hole is created where CDDOT operations must maintain areas of road both before and after the acquired section of HWY. CDOT identified in the Minturn case, there is no scenario where a "hole" in CDOT services would not be created and therefore CDOT would be very unlikely to approve such an acquisition by the Town. To further the concern, CDOT expressed the exceptionally high cost of maintenance and labor for taking over a section of HWY which requires 24/7 plowing operations in the wintertime with HWY-grade plowing equipment.



Castle Peak Update

An Essential Service



- Since the very beginning, the vision for Castle Peak has been to provide essential senior care and living services to all in need in our community.
- This vision was born out of the generosity of local donors, towns, and businesses. We are grateful for your town's generosity in helping to create Castle Peak.
- As the only senior living community in Eagle County and Summit County, Castle Peak remains a critical resource for lifelong residents who helped

Helping Lifelong Residents Age In Place Section 9, Item A.



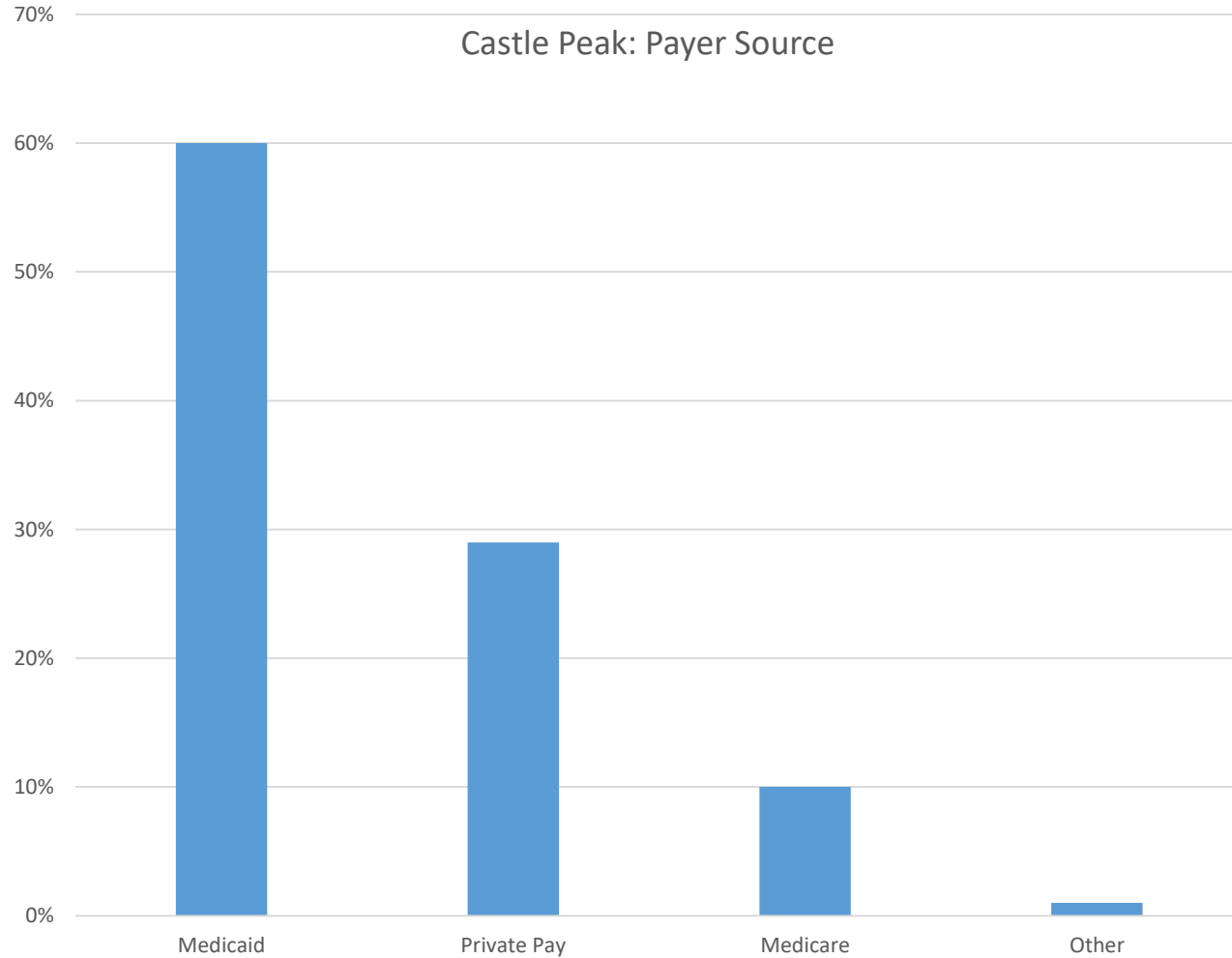
- Castle Peak has been providing compassionate care and services to an average of 140 residents per year since 2016.
- The experience, generosity and insights of older generations make our community whole and Castle Peak is a critical resource for these lifelong residents.

National Recognition





- Castle Peak recently received the Pinnacle Customer Service award for scoring in the top 15% of senior care in the nation in the following categories.
 - Overall Satisfaction
 - Quality of Food
 - Cleanliness
 - Individual Needs
 - Laundry Service
 - Dignity and Respect
 - Professional Therapy Services

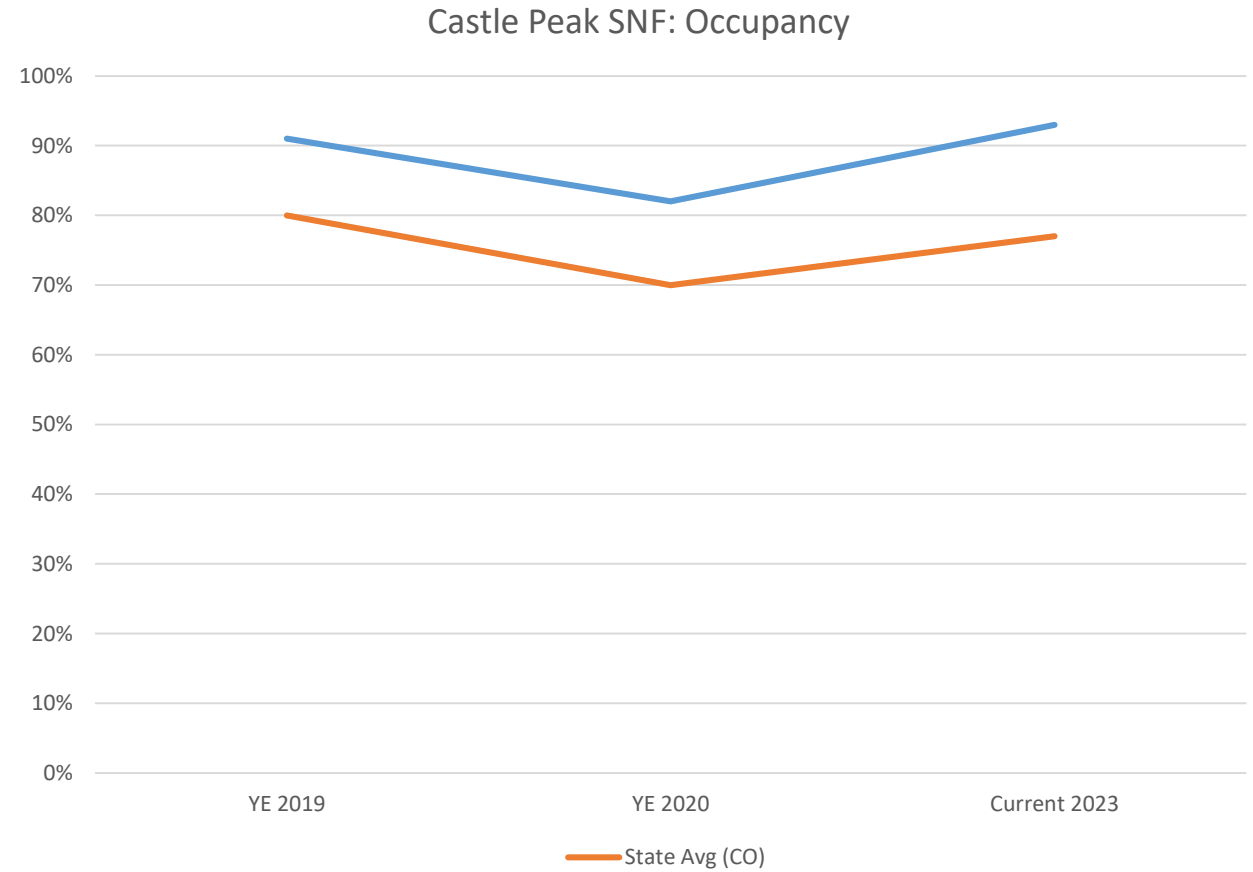


Castle Peak Care & Services Data

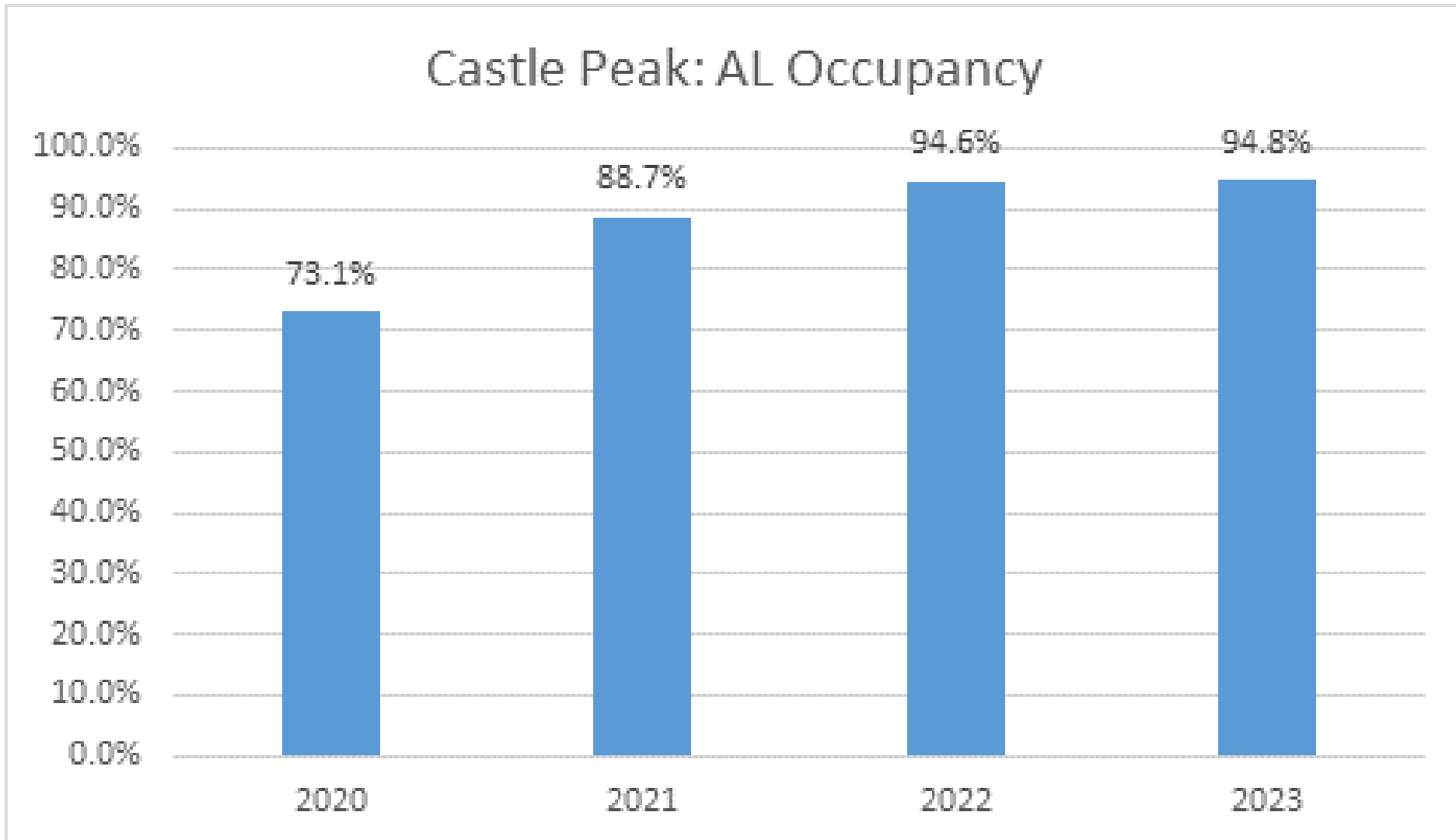


Castle Peak Care & Services Data

-  **Occupancy Impact:**
 -  Compassionate and competent employees
 -  Supportive residents and families
 -  Quality care and strong connections with Vail Health and Valley View Health Systems



Castle Peak Care & Services Data



Castle Peak's Growing Challenges

- While the need for Castle Peak is greater than ever today, the rising cost of living, lack of affordable housing and workforce crisis have immensely increased the cost of providing care in Eagle County.
- Government reimbursement programs have not kept pace with the cost of care in the region. The Medicaid gap is approximately \$150 per day per Medicaid resident.
- Fortunately, we have found some short-term solutions and partners to help us continue providing essential care and services to all older adults in need, including residents utilizing Medicaid.

Solutions

- Improving operational efficiencies, increasing occupancy and reducing pool labor use is an ongoing focus.
- Eagle County has chosen to invest in supporting this important service in the valley for 2023 and 2024. While this level of support does not cover the entire operating gap at Castle Peak, it does bring it within reach so we can work to continue serving all older adults in need, including those individuals utilizing Medicaid.
- Seeking other charitable support and partnerships is ongoing.
- While the operating environment is challenging, we remain encouraged by the mission of Castle Peak and the committed community members engaged in finding ways to support this important work.

Christine and Gary's Story



“They still have their two favorite things: each other and the fresh mountain air, their lifeblood. Two things they never want to be without. And thanks to the generosity of the valley in creating Castle Peak, they won’t ever be without them.”

Thank YOU!

We remain grateful for your community's support in making
Castle Peak a reality!

Questions?

Shelly Cornish

Castle Peak Executive Director

Shelly.Cornish@cassialife.org

970-432-1100



To: Town Council
From: Madison Harris
Date: March 29, 2024
Agenda Item: Ordinance 04 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to allow for Noticing of Demolition Prior to Permitting

UPDATE:

Council reviewed this ordinance at their last meeting, March 20, 2024. One amendment was requested to be added - that the permit be eligible for extension for up to another 6 months, totalling that the permit may be good for 365 days. Also modified is the request from HPC's review of the ordinance at their meeting of March 19, 2024 adding a clause that all sign posting placements be approved by staff.

REQUEST:

Review Ordinance 04 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to allow for Noticing of Demolition Prior to Permitting.

INTRODUCTION:

At the February 27, 2024 Historic Preservation Commission Meeting, a member of the public commented that the current process for alteration, relocation, and demolition of non-designated properties over 75 years of age had some flaws that hadn't previously been exposed. In response to that, staff has drafted an amendment to Chapter 19, Article 9 which addresses that section.

ANALYSIS:

The way the Town Code is currently written, it doesn't contemplate partial permit applications, it just says "permit application" which means the whole complete application needs to be submitted to the Town before Section 19-9-10 is triggered and the two week stay notifying people that an application for alteration, relocation, or demolition has been submitted starts. The described flaw hasn't been exposed up until now as most times this section comes into play it's been for minor building permits (ex. A re-roof) that don't need a lot of information for submission of the application so it hasn't been an undue hardship for people to make a complete application. Where this flaw has been exposed is that the complete demolition application requires proof that water, sewer, gas, electric, etc. have all been disconnected, as well as an asbestos report and a permit from CDPHE to mitigate any asbestos. If an applicant submits a complete demolition permit application, triggers the two week stay, and gets nominated and then designated, then that house has been sitting there without power which could negatively impact this now Historically Designated property.

As a response to this, staff has attached a draft ordinance that is being presented to HPC on March 19th and Council March 20th. Due to input from Dr. Lindsey Flewelling, staff has taken inspiration from Boulder, but fashioned a more streamlined process. This ordinance is intended

to create a separate permit form that people can apply for describing what they are doing and kick-starting that two week stay without having to provide a complete application for demolition or other permit forms such as Design Review Board. Also attached is the form that Boulder uses that staff anticipates amending and making our own as referenced in the ordinance.

COMMUNITY INPUT: Ongoing

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT
SUSTAIN AND INVEST IN THE THINGS THAT DEFINE MINTURN AS A PROUD,
STURDY MOUNTAIN TOWN TO “KEEP MINTURN MINTURN”

ATTACHMENTS:

- Ordinance 04 - Series 2024 Amending Chapter 19 of the Historic Preservation Code to allow for Noticing of Demolition Prior to Permitting
- Boulder’s Permit Form

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 04 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTER 19, ARTICLE 9 OF THE
MINTURN MUNICIPAL CODE

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

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

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

WHEREAS, the Town Council has adopted Chapter 19 Historic Preservation, Minturn Municipal Code (“MMC”); and

WHEREAS, Sec. 19-1-30. – Intent, MMC, states that the “intention of this Chapter is to create a reasonable balance between private property rights and the public interest in preserving the Town's unique historic character through the nomination of buildings, structures, sites, objects, and historic districts for preservation;” and

WHEREAS, Sec. 19-2-10. – Creation, MMC, states that “There is hereby established a Historic Preservation Commission, which shall be appointed by the Town Council, and hereinafter referred to as the (“HPC”).

WHEREAS, the HPC recognizes that Chapter 19 does not adequately address the process of alteration, relocation, or demolition for non-designated properties over 75 years old; and

WHEREAS, the HPC believes that adding language to create a streamlined process to permit review of applications for certain alterations, relocation, and/or demolitions for non-designated properties over 75 years old will promote the intent of Chapter 19 by creating a reasonable balance between private property rights and the public interest; and

WHEREAS, on at their regularly scheduled meeting of March 19, 2024, the HPC considered this ordinance and recommended approval; and

WHEREAS, at their regularly scheduled meeting on March 20, 2024, the Minturn Town Council approved this ordinance on first reading; and

WHEREAS, the HPC and Town Council have determined that the text amendments to Chapter 19 of the Minturn Municipal Code as provided herein are necessary and proper.

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

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

SECTION 2. Chapter 19 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and language to be deleted shown as ~~strike through~~ text. Sections of Chapter 19 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

ARTICLE 9 – Alteration, Relocation, or Demolition of Non-Designated Properties Greater than Seventy-Five Years Old

* * *

Sec. 19-9-10. – Requirements.

- (a) Any permit application for alteration, relocation, or demolition of a property that is not designated as a historic property and that is greater than seventy-five (75) years old shall be subject to the following requirements:
 - (1) No person shall alter, relocate, or demolish any building which is over seventy-five (75) years old without first applying to the Town for a permit under this section, receiving the permit and conducting the alteration, relocation or demolition of the building before the permit expires. The application and permit shall be in addition to any application or permit required by other sections of this Code, and shall be on a form provided by the Town. The Town Administrator may combine the application and permit with any other form at the Town Administrator’s discretion.
 - (2) The application shall contain a statement of the effective age of the improvements on the property and their actual age as set forth in the County Assessor's records for the property. The actual age of the improvements shall be controlling for determining the applicability of this Article. The application shall also contain a detailed description of any alteration, relocation, or demolition being applied for. The Planning Department may require the applicant to provide information about the building, including, without limitation, the date of original construction, significant events and occupants, architectural features and a description of the building through photographs, plans and maps.
 - (3) A copy of the application shall be forwarded to HPC by the Town staff member acting as the Secretary.

- (4) Prior to the issuance of ~~a~~ the permit, the applicant shall be required by this Section to post a sign on the property that is furnished by the Planning Department. The sign shall state that an application for alteration, relocation, or demolition has been submitted to the Town for the property and that the application is subject to this Article. The sign shall further state that the property may be eligible for nomination to be designated as a historic property under Chapter 19 of this Code, and that any qualified person desiring to submit an application for nomination of the property to be designated as a historic property must do so in accordance with the provisions of Chapter 19. The exact wording and location of the sign shall be determined by the Planning Department.
 - (5) The property shall be posted with the sign furnished by the Planning Department for a period of at least fourteen (14) days. The applicant shall be responsible for posting the property in accordance with Section 16-21-610(6).
 - (6) Prior to issuance of the permit, the applicant must provide to the Planning Department a sworn certification of posting as provided in Section 16-21-610(e). The permit shall not be issued until at least five (5) days after such certification is provided to the Planning Department.
 - (7) If an application for nomination of the property for designation as a historic property under this Chapter is submitted before issuance of the permit, then the permit shall not be issued until the application is finally determined in accordance with this Chapter. If the property is designated as a historic property, then the permit shall be processed as required for the alteration, relocation, or demolition of a historic property under this Chapter. If the property is not designated as a historic property, then the permitting shall proceed in accordance with this Code.
- (b) Permit applications for work on the interior of a property, minor repair as determined by the Building Official, and/or replacement of materials in-kind are exempt from this requirement.
 - (c) This Article shall not apply to mobile homes.
 - (d) Any approval pursuant to this Article shall expire one hundred eighty days after such approval is made if the applicant has failed to procure the permit, or if the work authorized by such permit has not commenced. The Town Manager or designee has the authority to extend the permit to 365 days as necessary.

* * *

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 20th DAY OF MARCH, 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 17th DAY OF APRIL, 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 17th DAY OF APRIL, 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



Historic Preservation Demolition Review Application

▶ **REQUIRED MATERIALS FOR ALL APPLICATIONS**

- Signed application
- Site Plan (please show the footprint of the building(s), streets and alleys). Provide as PDF.
- Current photographs of each side of the building, including the view from the street. Provide as PDF.
- Side by side elevations of existing/proposed changes - Partial demolitions only. Provide as PDF.

▶ **TO SUBMIT YOUR HISTORIC PRESERVATION DEMOLITION APPLICATION**

- Email application to PDSskipatrip@bouldercolorado.gov. Put *Historic Preservation* in the subject line.
- Review fee will be invoiced to email address listed below. Log into Customer Self Service Portal (CSS) to pay.
- Questions? Reference the Demo Review FAQs or contact 303-441-1994 or historic@bouldercolorado.gov
- Si necesita ayuda para traducir esta información al español, llame al 303-441-1905.

▶ **APPLICANT CONTACT INFORMATION**

Name	Phone#	Email Address		
Address		City	State	Zip

▶ **OWNER CONTACT INFORMATION**

SAME AS APPLICANT

Name	Phone#	Email Address		
Address		City	State	Zip

Signature of Owner or Authorized Agent: _____ Date: _____

▶ **PROJECT INFORMATION**

Project Address:	Number of Buildings proposed for demolition:	
<p>Building Type and Date of Construction - Review is required for buildings over 50 years old (check all that apply)</p> <p><input type="checkbox"/> Pre-1940 primary building (estimated date of construction: _____)</p> <p><input type="checkbox"/> Post-1940 primary building (estimated date of construction: _____)</p> <p><input type="checkbox"/> Accessory building(s) over 50 years old (estimated date of construction: _____)</p>	<p>Scope of Work - Review is required when one or more of the following is proposed (check all that apply):</p> <p><input type="checkbox"/> Full Demolition</p> <p><input type="checkbox"/> On-Site Relocation</p> <p><input type="checkbox"/> Off-Site Relocation</p> <p><input type="checkbox"/> Removal of more than 50% of the roof</p> <p><input type="checkbox"/> Removal of more than 50% of the exterior walls</p> <p><input type="checkbox"/> Removal of any portion of a street-facing wall</p> <p><input type="checkbox"/> Replacement of siding on a street-facing wall</p> <p><input type="checkbox"/> Construction in front of a street-facing wall</p>	



To: Mayor and Town Council
From: Michelle Metteer, Town Manager
Date: 04/12/2024
Agenda Item: Bellm Bridge Feasibility Study – SEH Public Service Agreement

REQUEST:

Approve Resolution 15 – Series 2024, A Resolution authorizing the mayor, or designee to sign a Professional Service Agreement for the undertaking of a Feasibility Study to determine if Bellm Bridge is in need of repairs or a total bridge replacement.

INTRODUCTION:

Bridge inspection reports, conducted by third-party engineering firms contracted by the State of Colorado, are provided to Minturn for the evaluation of the off-system bridges within town limits; Cemetery Bridge which leads to Little Beach Park and beyond, Bellm Bridge in the downtown area, and the bridge for CR14 at the northernmost area in town. It is the most recent Bellm Bridge report which has led to the need for a Feasibility Study.

ANALYSIS:

The Bellm Bridge inspections have identified scouring issues for many years and work was done to mitigate these concerns, in accordance with the State, such as inserting boulders upriver of the piers to mitigate continued impacts. This was a temporary solution and Minturn was following a “monitor” recommendation by the State. That requirement was in place until the most recent inspection report from the State was received toward the end of 2022 and identified a requirement to make improvements while simultaneously continuing the monitoring of the bridge. At this juncture, Minturn sought an understanding of what would be required to fix the identified scour repairs (see included Bellm Bridge Temporary Scour Stabilization Design Memo). The scour repairs needed are extensive and do not cover the extent of the overall improvements needing to be made to the bridge.

With a goal of maximizing efficiency for the Town’s funds, staff and consultants look to better understand the value in a repair of the issues addressed by the State, or a more holistic approach to addressing all the bridge’s issues with a complete repair or replacement. This Feasibility Study looks to provide the Town with such an understanding.

The Feasibility Study project was publicly noticed in the Vail Daily, and the Town website. Interviews were conducted for all three proposals received and as all three firms were well qualified, staff determined SEH provided the optimal project timeline at a reasonable proposed cost. Proposal costs came in at \$117,951, \$69,943 and \$59,000 respectively.

COMMUNITY INPUT: Valued

BUDGET / STAFF IMPACT: \$69,943

STRATEGIC PLAN ALIGNMENT:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT.
SUSTAIN AND INVEST IN THE THINGS THAT DEFINE MINTURN AS A PROUD, STURDY MOUNTAIN TOWN TO “KEEP MINTURN MINTURN”
ADVANCE DECISIONS/PROJECTS/INITIATIVES THAT EXPAND FUTURE OPPORTUNITY AND VIABILITY FOR MINTURN

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve Resolution 15 Series 2024 A Resolution Approving a Feasibility Study for Bellm Bridge conducted by Short Elliott Hendrickson Inc. (SHE)

ATTACHMENTS:

- Resolution 15 – Series 2024
- SHE Feasibility Proposal
- Bellm Bridge Temporary Scour Stabilization Design Memo

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 15 – SERIES 2024**

**A RESOLUTION TO APPROVE A FEASIBILITY
STUDY ON BELLM BRIDGE CONDUCTED BY
SHORT ELLIOTT HENDRICKSON (SEH) INC FOR
THE TOWN OF MINTURN AND AUTHORIZING
THE MANAGER OF THE TOWN OF MINTURN TO
SIGN THE AGREEMENT.**

WHEREAS, The Town of Minturn in cooperation town engineer Intermountain Engineering the town requested and received sealed bids that outlined the proposal to study needed repairs or replacement of Bellm Bridge located at Main St and Eagle River in Minturn, and;

WHEREAS, The Minturn Town Council has reviewed the attached Feasibility Study and deems it acceptable; and,

WHEREAS, The study and agreement will cost in excess of the set \$20,000 limit and requires Council approval; and,

WHEREAS, The Town Council desires to contract with SHE Inc as laid forth in the attached documentation.

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

1. The Minturn Town Council hereby approves and adopts the attached Bellm Bridge Feasibility Study.
2. The Minturn Town Council hereby authorizes the Mayor of the Town of Minturn or his designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
17th day of April, 2024.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 by and between the TOWN OF MINTURN, Colorado, a home rule municipality ("Minturn" or the "Town"), and Short Elliott Hendrickson Inc. (the "Contractor"). The term "Contractor" is used for convenience only and does not imply any rights, responsibilities, or warranties.

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

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

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

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

1. **Services.** The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Scope of Services"), and Contractor agrees to so serve. Contractor represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail. All services shall be performed consistent with the care and skill ordinarily exercised by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed Sixty Nine Thousand Nine Hundred Forty Three Dollars (\$69,943.00) as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. The Town shall make payment within sixty (60) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

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

Town of Minturn
Professional Services Agreement

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

5. **Ownership of Instruments of Service.** The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared and delivered by Contractor to Town under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor. Contractor shall be entitled to rely on the accuracy and completeness of information or services furnished by Town or others employed by the Town and shall not be liable for damages arising from reasonable reliance on such materials.

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

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

8. **Insurance Requirements.**

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

b. **Comprehensive Automobile Liability Insurance.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor

Town of Minturn
Professional Services Agreement

vehicles are owned, non-owned, or hired, with a combined single limit of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

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

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

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

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

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and

Town of Minturn
Professional Services Agreement

Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. **Indemnification.** Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or negligent omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement. Notwithstanding anything to the contrary herein, neither party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

10. **Termination.**

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

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

c. **Payment upon Termination.** In the event that this Agreement is terminated, Contractor shall be entitled to payment for its costs and services performed, up through the

Town of Minturn
Professional Services Agreement

date of termination, less allowances for services rendered that were negligent or otherwise contrary to this Agreement.

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

12. **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

13. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees, or subcontractors, to the extent caused by its negligent acts, negligent errors, and negligent omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof. The Town hereby agrees that to the fullest extent permitted by law, Contractor's total liability to the Town for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed Contractor's insurance limits as provided in paragraph 8 of this Agreement.

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

15. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado. Any dispute between the Town and Contractor arising out of or relating to this Agreement or the services (except for unpaid invoices) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise.

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

Town of Minturn
Professional Services Agreement

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

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

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

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

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

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

If to the
Town:

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

With copy to:

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

If to Contractor:

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

24. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing Party shall be entitled to recovery of all actual costs in

Town of Minturn

Professional Services Agreement

connection therewith, including but not limited to attorneys' fees and expert witness fees . All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

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

TOWN OF MINTURN, COLORADO

Michelle Metteer, Town Manager

ATTEST:

Town Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2024 by _____.

Witness my hand and official seal.

My commission expires: _____.

{S E AL}

Notary Public

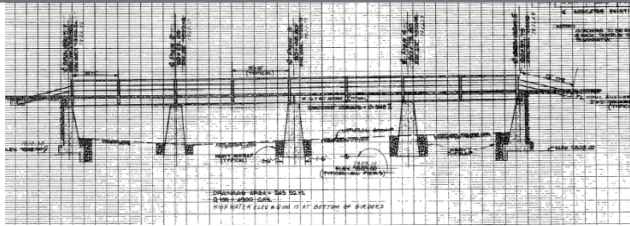
Town of Minturn
Professional Services Agreement

EXHIBIT A
SCOPE OF SERVICES

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

Bellm Bridge Feasibility Study

TOWN OF MINTURN, COLORADO | MARCH 22, 2024



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



Building a Better World
for All of Us®

March 22, 2024

Jeffery Spanel, PE
Inter-Mountain Engineering
jspanel@inter-mtn.net

Re: Bellm Bridge Feasibility Study

Dear Mr. Spanel and Members of the Selection Committee:

The Town of Minturn is undertaking this important feasibility study of the Bellm Bridge. This study is important because it will enable the town to make an informed decision when deciding next steps, such as whether to repair or replace the current bridge. With a variety of well-researched options before you, you can make your decision with confidence.

That's where Short Elliott Hendrickson (SEH®) comes in.

Based on our conversations with you and our understanding of this study, we have identified three key questions which make us ideal partners for this project.

How Do We Maximize Value? SEH has been a partner with Minturn thus far in assessing and discussing the possible options for repairing or replacing the Bellm Bridge. We previously completed estimates to provide scour repair on the bridge in 2023. We have also been in consistent communication as you have considered various solutions. As a result, we've had the opportunity to investigate the project site and scope several possible solutions. Our advantage is that we can hit the ground running, saving valuable time and resources that would be spent bringing other firms up to speed.

What Is the Benefit of Our Established Relationship? A successful project should be powered by a feeling of trust. SEH is fortunate that, in addition to our knowledge of the project site, we have a positive working partnership with the Town of Minturn. We know that towns such as Minturn do not operate on endless resources, and we do not take our past collaboration with you for granted. Similarly, we understand that external funding may be necessary to implement any proposed changes as determined by the feasibility study, and we have augmented our team and adapted our approach accordingly. Our recent collaboration makes us aware of your priorities and goals, which will drive a more efficient result in line with your vision.

How Do We Leverage Our Similar Experience? In addition to our existing insights on the project and our productive working relationship with the town, we are ready and able to complete the work. This project may require familiarity with agencies including, but not limited to Colorado Department of Transportation (CDOT), Army Corps of Engineers (ACOE), and the Federal Emergency Management Administration (FEMA). We also have experience working on the full life cycle for projects that begin with a feasibility study, like this one, before progressing to potential design and construction of bridge replacement or repair.

We are looking forward to continuing our work together and helping you find the solution that suits your needs, your budget, and your people. We acknowledge Addenda 1 and 2. If you have any questions, feel free to reach out to Parsa via email at pkolahi@sehinc.com or via phone at 303.586.5817, or to Steve via email at skaye@sehinc.com or via phone at 720.540.6847. We're ready to get to work!

"Our recent collaboration makes us
aware of your priorities and goals,
which will drive a more efficient
result in line with your vision."



**PARSA KOLAHİ PE (CO)
PROJECT MANAGER**



**STEVE KAYE PE (CO), LEED AP
PRINCIPAL**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938
720.540.6800 | 800.490.4966 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Statement of Qualifications

Short Elliott Hendrickson Inc. (SEH®) is a 100% employee-owned company providing engineering, architectural, planning, and environmental services to public and private clients throughout the country. The collective purpose of our more than 900 employee owners is focused on Building a Better World for All of Us®.

“Building a better world” embodies our commitment to improving quality of life through safer roads, bridges, parks, and trails; renewable energy and sustainable design; and cleaner air, drinking water, rivers, and lakes. “For all of us” means we design customized solutions for our clients including the residents and businesses in the communities we serve, employees in the companies we serve, and citizens of the world.

Since 1927, we’ve helped clients overcome challenges through strategically tailored services. Specific to Colorado, SEH has helped local cities, counties, and towns build their infrastructure; track project funding; meet compliance requirements; and plan their communities’ futures. Ultimately, our deep Colorado roots – offices in Denver, Pueblo, and Durango allow for coverage of Front Range, High County, and Western Slope – have enabled strong, lasting relationships with the agencies and entities that we serve. The Western Region’s bridge design group has built its practice on Local Agency bridge design services throughout the State of Colorado including inspection, rehabilitation, and replacement from planning stages through completed construction.

SUBCONSULTANT

TIGLAS ECOLOGICAL SERVICES (TES)

TES is a multi-faceted environmental consulting firm specializing in ecological studies. Based in Loveland, Colorado, TES conducts all types of wetland work, including delineations, permitting, mitigation, monitoring, and creation.

TEAM ORGANIZATION

Town of Minturn

PARSA KOLAH PE | Project Manager
STEVE KAYE PE, LEED AP | Principal/QA/QC

SCOTT KLINKER PLS | Survey
DAVID HOESLY PE | Hydrology and Hydraulics
WAYNE HOWARD PE | Grant Support
TIGLAS ECOLOGICAL SERVICES | Environmental

**SHORT ELLIOTT
HENDRICKSON INC.**
founded in
1927 

WE PARTNER WITH CLIENTS

 in nearly every U.S. state and many Canadian provinces

EMPLOYING

 **900+**


engineers, architects, planners, scientists, and talented professionals

WHO WORK TOGETHER TO SERVE

4 market areas: mobility, better places, clean water, and renewing infrastructure



AN IMPRESSIVE 80%

 of our clients are repeat customers

PARSA KOLAHI PE

PROJECT MANAGER/LEAD BRIDGE ENGINEER | SEH

Parsa will be responsible for leading project delivery. Parsa is a professional engineer with experience in vehicular and pedestrian bridge design, retaining wall design, building analysis, structural inspection, bridge load rating analysis, and construction administration tasks. He also has a deep understanding of the project management process, from planning and budgeting to execution and closeout. He is skilled at identifying and mitigating risks, managing stakeholders, and helping to ensure that projects are completed on time and within budget.

EXPERIENCE

Bellm Bridge Scour Repairs – Minturn, CO
Project Manager/Structure Lead. This project included a scour countermeasure (riprap) design for the Bellm bridge crossing of the Eagle River. The bridge received an Essential Repair Finding (ERF) due to scour observed during routine inspections. A riprap design to restore conditions at bridge pier bases was included, however the Town chose to provide monitoring instead of a temporary improvement as it looks for a better permanent improvement solution.

Mel Harmon Bridge Rehabilitation – Pueblo, CO
Bridge Engineer. The Mel Harmon Drive Bridge is an important structure for the City of Pueblo as it carries significant traffic daily. While the bridge appeared to have solid bones (deck, girders, abutments, piers), it was showing its age with several age-related defects. The City of Pueblo selected SEH to provide all professional services necessary for design and development of construction drawings and specifications in order to address the findings from the inspection. Repairs will be prioritized to meet the existing CDOT grant funding.

N 119th Street at Leggett Ditch Minor Structure Replacement – Boulder County, CO
Project Manager/Structure Lead. This is an ongoing culvert replacement project that includes

replacement of an existing culvert over an irrigation ditch with a new concrete box culvert. Ditch company coordination and traffic control during construction are the critical factors that need to be addressed for a successful project delivery.

Bridge Replacement on CR93 over South Platte River – Logan County, CO
Structural Engineer. This project included engineering for a federally funded replacement of a bridge on Logan County Road 93 over the South Platte River. Preliminary design included the development of a number of bridge options to provide Logan County with an optimal and cost efficient design. Final design for the 250 ft. bridge included floodplain permitting, 2D hydraulic model of the South Platte River, hydraulic bridge design, and completion of a Hydraulic Design Report.

Monroe Ave Bridge over Dry Creek – Larimer County, CO
Bridge Engineer. The current Monroe Avenue bridge carries Larimer County Road 13E (North Monroe Avenue) over Horseshoe Canal. The existing structure is too narrow and has some observed deterioration. The County selected SEH to provide design engineering services for a wider replacement structure designed to current codes.



14
YEARS OF
EXPERIENCE



EDUCATION
Master of Civil Engineering
Civil Engineering
University of Brighton-UK

Bachelor of Science
Civil Engineering
Azad University-Iran



REGISTRATIONS/CERTIFICATIONS
Licensed Professional Engineer in CO, AZ, and TX

Load and Resistance Factor Design for Highway Bridge Superstructures, Federal Highway Administration-National Highway Institute

Safety Inspection of In-Service Bridges, Federal Highway Administration-National Highway Institute

STEVE KAYE PE, LEED AP

PRINCIPAL/BRIDGE SUPPORT/QA/QC | SEH



24

YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil and Environmental Engineering
Tufts University-Medford



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, IN, KS, MA, NE, NM,
and WY

NCEES Record Holder, National Council of
Examiners for Engineering and Surveying

LEED AP, U.S. Green Building Council

Steve will be responsible for supporting Parsa in all facets of project management including optimizing resource management and QA/QC of deliverables. Steve is a licensed structural engineer with far-reaching structural design and inspection experience. Steve is skilled in managing projects; preparing scopes and fees for proposals; tracking project financials; preparing invoices; and performing construction administration tasks. His project expertise includes the design, assessment, and inspection of bridges, tunnels, culverts and transportation structures, and various hydraulic structures. Steve's structural engineering experience includes reinforced concrete design, prestressed concrete design, masonry design, steel design, and construction phasing design.

EXPERIENCE

Mel Harmon Bridge Rehabilitation – Pueblo, CO

Project Manager. The Mel Harmon Drive Bridge is an important structure for the City of Pueblo as it carries significant traffic daily. While the bridge appeared to have solid bones (deck, girders, abutments, piers), it was showing its age with several age-related defects. The City of Pueblo selected SEH to provide all professional services necessary for design and development of construction drawings and specifications in order to address the findings from the inspection. Repairs will be prioritized to meet the existing CDOT grant funding.

Gothic Bridge Feasibility Study – Gunnison County, CO

Project Manager/Structural Lead responsible for the delivery of a feasibility study to assess an existing deteriorating bridge carrying Gothic Road over the Slate River near Crested Butte, CO. The focus of the study was to assess both repair and replacement alternatives to make a determination on how to make long-term improvements. The data collection phase included a geotechnical investigation to determine the adequacy of existing foundations for reuse. The study included ROW, environmental and roadway assessments to understand the impacts of the rehabilitation and replacement alternatives. A cost comparison including future inflation was provided

for both options and service life of improvements were factored into the final report recommendations. The report ultimately recommended a replacement alternative, and the study has been used by the County in subsequent grant applications.

8th Street Bridge Replacement – Loveland, CO

Project manager and lead structural engineer responsible for project delivery and design of all structural elements for the replacement structure on 8th Street over Big Barnes Ditch. The bridge is an important link connecting the downtown core to growing residential, commercial and industrial activities on the City's west side. The primary goal of the project is to return the facility to a safe condition for the traveling public by replacing the existing structure with a new and wider bridge that is also compatible with future widening plans for 8th Street.

Bridge Replacement on CR93 over South Platte River – Logan County, CO

Project Manager. This project included engineering for a federally funded replacement of a bridge. Preliminary design included the development of a number of bridge options to provide Logan County with an optimal and cost efficient design. Final design for the 250 ft. bridge included floodplain permitting, 2D hydraulic model of the South Platte River, hydraulic bridge design, and completion of a Hydraulic Design Report.

SCOTT KLINKER PLS

LEAD SURVEYOR | SEH

Scott will conduct necessary topographic survey for bridge, roadway, and Eagle River channel for this project. Scott is a senior survey crew chief with 32 years of experience and expertise providing topographic, boundary, easement, horizontal/vertical control, design, and construction surveys. He is highly experienced in CDOT standards projects and has provided right-of-way plan sets and legal descriptions for right-of-way and easement acquisitions.

EXPERIENCE

- County Road 44/33A Bridge Replacement – Weld County, CO
- 8th Street Bridge Replacement – Loveland, CO
- 4th Avenue Culvert Replacement – Greeley, CO
- WCB 68/59A Bridge Replacement – Weld County, CO
- County Road 93 over South Platte River Bridge Replacement – Logan County, CO
- Grandview Ave Bridge Replacement over Fourmile Creek – Fremont County, CO
- Scour Critical Bridge Improvements – Boulder County, CO

DAVID HOESLY PE

LEAD HYDRAULIC ENGINEER | SEH

David will be responsible for developing hydraulic recommendations, performing scour analysis, and preparing the hydraulic report. David is a senior project engineer with 16 years of experience designing storm sewers, detention ponds, water quality and LID improvements, roadway, site grading, water lines, landfills, and tailing facilities. He is proficient in preparing drainage reports, GESC plans and reports, No Rise certifications, H&H analysis, and computations.

EXPERIENCE

- Bellm Bridge Scour Repairs – Minturn, CO
- Bridge Replacement on CR93 over South Platte River – Logan County, CO
- Overland Road and Riverside Drive Minor Structure Replacements – Boulder County, CO
- Scour Critical Bridge Improvements – Boulder County, CO
- Bridge Scour Analysis – Colorado Department of Transportation Bridge



34
YEARS OF
EXPERIENCE



EDUCATION
Associate in Applied Science
Civil Engineering
St. Cloud Technical College-St. Cloud



REGISTRATIONS/CERTIFICATIONS
Professional Land Surveyor in CO



18
YEARS OF
EXPERIENCE



EDUCATION
Bachelor of Science
Environmental Engineering
Colorado State University-Fort Collins



REGISTRATIONS/CERTIFICATIONS
Professional Engineer in CO

WAYNE HOWARD PE

GRANT SUPPORT | SEH

Wayne will be available as a resource for our team for grant funding throughout the project. Wayne has extensive experience in bridge inspection, road and bridge design, transportation corridors, development review, design management, construction management, and quality control. He has managed multidisciplinary engineering and multi-jurisdictional projects for municipal, federal, state, and local governments. While serving as Weld County Engineer, he worked on program budgeting, planning, engineering design, pavement design, value engineering, cost estimating, construction management, and quality compliance.

EXPERIENCE

- o County Road 44/33A Bridge Replacement – Weld County, CO
- o Minor Bridge Inspections – Larimer County, CO
- o 8th Street Bridge Replacement – Loveland, CO
- o Local Agency Experience – Various Projects, CO

DARCY TIGLAS

ENVIRONMENTAL PERMITTING LEAD | TIGLAS ECOLOGICAL SERVICES

Darcy will be responsible for leading the required environmental assessment of alternatives. Darcy is an environmental consultant with more than 25 years of experience in conducting wetland and sensitive species surveys. Her expertise lies in biological resources including wetlands, federal and state sensitive species, the Migratory Bird Act, impacts assessments, hazardous materials investigations, recreation resources, SB 40 Certification, and consultation with federal and state agencies that oversee these resources including U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS).

EXPERIENCE

- o County Road 44/33A Bridge Replacement – Weld County, CO
- o Overland Road and Riverside Drive Minor Structure Replacement – Boulder County, CO
- o 26/25A Bridge Replacement – Weld County, CO
- o County Road 93 over South Platte River Bridge Replacement – Logan County, CO
- o Ritiro Residential Development – Elizabeth, CO
- o Frontier Academy Athletic Fields Expansion – Greeley, CO



32 YEARS OF EXPERIENCE



EDUCATION
Bachelor of Engineering
Civil Engineering
Metropolitan University-Denver



REGISTRATIONS/CERTIFICATIONS
Professional Engineer in CO



27 YEARS OF EXPERIENCE



EDUCATION
Master of Science
Range Science
Colorado State University

Bachelor of Arts
Biology and Political Science
Central University of Iowa

Associate of Arts
Liberal Arts
Cotley College of Nevada

UNION AVENUE BRIDGE FEASIBILITY STUDY

ENGLEWOOD, CO



THE TOWN CONTRACTED SEH TO DETERMINE AND RECOMMEND THE MOST COST-EFFECTIVE SOLUTION.



The Union Avenue Bridge spans the South Platte River in the Town of Englewood, Colorado, a town with a population of roughly 34,000 located in the Denver – Aurora – Lakewood Metropolitan Statistical Area and the Front Range Urban Corridor. The Town contracted SEH to conduct analysis of various bridge alternatives, determining the service life and cost of these bridge options in order to recommend the most cost-effective solution. The feasibility study phase of this project is currently underway and expected to be completed later in 2024.

of years that each bridge alternative was expected to last before it needed to be replaced.

SEH identified bridge alternatives that could be implemented at the site. Using historical data, estimates from contractors, and engineering cost models, SEH will identify and quantify the Whole Project Life Cycle costs associated with each alternative. This includes both initial costs (e.g., design, construction, and right-of-way) and future costs (e.g., maintenance, repair, and replacement). These alternatives will then be analyzed in the context of the service life of each alternative. Historical data and engineering models will be used to estimate the number

Future costs will be calculated for each alternative. Future construction/maintenance costs will be estimated using inflation rates chosen based on the specific circumstances of each alternative. Cost comparison will be conducted by comparing the estimated costs for each alternative. In the end, SEH will provide a comprehensive feasibility study with feasible alternatives and cost comparisons to the City to determine the best path forward to improve a critical piece of its transportation infrastructure. An additional piece of this feasibility study includes grant assessment. SEH will assess the potential improvement alternatives with several different grant sources to determine what grant(s) the City can apply for.



CLIENT
City of Englewood



REFERENCE
Kyle Branham, PE
Engineering Supervisor
1000 Englewood Parkway, Englewood, CO 80110
303.762.2517
kbranham@englewoodco.gov

GOTHIC BRIDGE REPLACEMENT AND FEASIBILITY STUDY

GUNNISON COUNTY, CO

Option	ROW Impacts North Side (Crested Butte Land Trust)	ROW Impacts to South Side (Private Property)	Roadway Alignment impacts
Widen Equally (Option 1)	Yellow Will likely require ROW or easement	Red Will likely require ROW or easement	Green Least impact to existing alignment
Widen to North (Option 2)	Yellow Will likely require ROW or easement	Green Will likely not require ROW or easement	Red Significant roadway realignment due to roadway centerline shift to north and east side approach curve
Widen to South (Option 3)	Green Will likely not require ROW or easement	Red Will likely require ROW or easement	Yellow Road centerline will shift to south requiring short transitions to existing approach centerlines

Legend:
Green = Better performing alternative
Red = Worse performing alternative
Yellow = Intermediate performance is between Green and Red

Recommendation: Widening to the north is recommended because it has the lowest potential to impact the private property to the south of the bridge.

(Excerpt from Gothic Bridge Feasibility Study Report)

full bridge replacement. The study also assessed right-of-way impacts, construction traffic control, environmental concerns, and floodplain impacts. A preliminary bridge construction phasing plan was provided because there was no viable off-site detour route.

The study included non-destructive testing to obtain the length of the bridge's exposed pile foundations to confirm their adequacy for reuse. Preliminary sketches for construction phasing were provided to determine potential ROW impacts.

The results of the report determined that full replacement was a better long-term solution than rehabilitation/widening.

SEH provided bridge engineering services to Gunnison County to assess alternatives to improve a narrow, deteriorating bridge. The results of the report were used to support grant applications for design and construction funding.

The study compared several bridge alternatives including widening, superstructure replacement, and

MEL HARMON BRIDGE REHABILITATION

PUEBLO, CO



The Mel Harmon Drive Bridge is an important structure for the City of Pueblo, as it carries significant traffic daily. While the bridge appeared to have solid bones (deck, girders, abutments, piers), it was showing its age with several age-related defects. The City of Pueblo selected SEH to provide all professional services necessary for design and development of construction drawings and specifications in order to address the findings from the inspection. Repairs were prioritized to meet the existing CDOT grant funding.

The scope of work included a site visit and an assessment memo to provide the City with all the defects, the severity, and recommended solutions. The rehabilitation design included abutment backfill replacement, girder anchor bolt repair, slope paving erosion repair, and bridge rail and approach guardrail replacement/upgrade. Concrete testing was performed to verify the condition of the existing deck that was covered by asphalt pavement.



CLIENT

Gunnison County



REFERENCE

Martin Schmidt
Deputy County Manager for Public Works
195 Basin Park Dr, Gunnison, CO 81230
970.641.0044
mschmidt@gunnisoncounty.org



CLIENT

City of Pueblo



REFERENCE

Charles Roy, PE
Deputy Director of Public Works
211 E D Street, Pueblo, CO 81003
719.553.2271
croy@pueblo.us

Approach

The SEH team has the following approach to meet the Town’s scope requirements to determine feasible cost-efficient alternatives to improve the existing Bellm Bridge. The improvement alternatives will include a rehabilitation option to address the observed bridge scour and fix other issues to extend the service life of the bridge. It will also include a replacement option to accommodate more wholesale upgrades (span configuration, hydraulic opening, bridge width) for a long-term improvement solution. Either way, we understand that this is a critical stage in determining how the Town handles this bridge and that a thorough feasibility study is required to make a justifiable, sustainable decision for a long-term solution.

PROJECT MANAGEMENT

Parsa Kolahi, PE will be the team’s project manager for this project. Parsa will build on his experience working with the Town to provide recommendations for short-term scour improvements. He has a wide variety of bridge design, inspection, and project management experience which he will use to support the Town on this project. Parsa will be supported by Principal **Steve Kaye, PE** who is also a bridge engineer by experience. Steve will be responsible for making sure Parsa has the resources he needs to deliver the project and provide QA/QC review of project decisions and deliverables.

INFORMATION GATHERING

In order to assess improvement alternatives, a thorough comprehensive understanding of the existing site conditions and current structure condition is needed. Important aspects of this phase include:

Site Visit: This will start with a site visit to allow our engineering team to assess the site and

bridge condition. This site visit will have a different flavor than an inspection visit, as it will focus on improvements to extend the bridge service life and improve site safety and resiliency. Additional data including measurements of structural elements and deterioration will be used to support development of cost estimates.

Survey: SEH’s in-house survey team will perform the survey needed to perform the feasibility study. This will include the existing bridge element geometry, roadway approaches, adjacent topography, and all required channel data for hydraulic modeling. The survey will allow for accurate calculations for construction costs for bridge improvements and support hydraulic modeling for any needed scour analysis and bridge replacement hydraulic modeling. We plan to perform the survey in a manner that it can be used for future design phases.

Review of existing documents: There is a variety of documents available for the existing structure including plans, inspection reports with Essential Repair Finding (ERF), and settlement monitoring data.



Existing Bellm Bridge (view from south approach looking north)



Eagle River (view looking downstream from bridge)

The SEH team is familiar with all of these documents through previous work on the bridge, which will streamline effort. Each of these documents provides valuable information to support the feasibility study.

SEH recent relevant experience: SEH has an in-house multi-discipline team including survey staff, bridge engineers, bridge inspectors, and water resource engineers all working with each other to thoroughly assess existing conditions and collect data to support both bridge rehabilitation and bridge replacement design projects.



SEH RECENT RELEVANT EXPERIENCE

SEH has an in-house multi-discipline team including survey staff, bridge engineers, bridge inspectors, and water resource engineers all working with each other to thoroughly assess existing conditions and collect data to support both bridge rehabilitation and bridge replacement design projects.

FEASIBILITY STUDY

We plan to use the information gathered from the previous stage to inform the aspects related to bridge alternatives to efficiently and thoroughly develop and refine the rehabilitation and replacement alternatives. The key here is to find a good balance in spending enough effort to develop/vet alternatives, but not go beyond what is necessary to efficiently complete the study.

Hydrologic + Hydraulic (H+H) Assessment:

Outside of the bridge design itself, H+H may be the most impactful design element for the project. The Eagle River is a FEMA regulated floodplain, which our team has already investigated. We have obtained the regulatory model and reviewed the reach including the Bellm Bridge. Our team will use the

regulatory model hydrology and channel hydraulic information with incorporation of the channel site survey. This will allow the creation of a corrected effective hydraulic model.

This will be used to assess scour potential and design scour countermeasures for the bridge rehabilitation alternative. For the bridge replacement alternative, the corrected effective model will be used to determine an optimal span configuration and assess floodplain impacts. The assessment will strive to minimize impacts to the existing floodplain and achieve a no-rise condition so that a FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) would not be needed.

According to the available bridge plans, the 100-year water surface elevation is "at bottom of girders," which wouldn't meet current CDOT criteria for freeboard.



SEH RECENT RELEVANT EXPERIENCE

SEH has teamed with Tiglas Ecological Services on at least 10 recent bridge-related design projects, including the Masonville Bridge Replacement in Larimer County (photo below). This experience allows the environmental and engineering disciplines of our team to work together as if they were in the same company as efficiently as possible.



Environmental Considerations: While secondary to the H+H and bridge design aspects of the project, environmental considerations are an important aspect to bridge design projects. A review of the environmental impacts for both rehabilitation and replacement alternatives and the effect to design cost and schedule for each will be provided by Darcy Tiglas with Tiglas Ecological Services.

Bridge Rehabilitation and Replacement

Alternatives: We plan to assess both a bridge rehabilitation and a bridge replacement option. The bridge rehabilitation option would likely endeavor to address the abutment scour condition, localized damaged/deteriorated areas, safety upgrades (bridge/approach rail system), and other methods to extend the service life of the bridge. The goal for a bridge replacement alternative would be to provide the most cost-effective way to replace the aging existing structure.

While the bridge replacement alternative would likely come with a larger upfront cost, it would also likely have a considerably higher service life and could incorporate other safety or resiliency improvements like providing a wider bridge, using fewer spans and pier supports, and improving hydraulic performance/capacity and scour resistance. We plan to include a Life Cycle Cost Analysis (LCCA) to compare the total costs of the rehabilitation and replacement options over the service life of each option.



SEH RECENT RELEVANT EXPERIENCE

SEH performed a feasibility study for Gunnison County to compare rehabilitation and replacement options. The study included an assessment of bridge costs, environmental considerations, roadway alignments, and ROW impacts. This study determined that the replacement option was most favorable because, while the cost was marginally higher, it offered a much greater service life compared to the rehabilitation option.

COST ESTIMATING

This stage will include cost estimating for the design and construction of all the alternatives considered for bridge improvements. This is a very important aspect of the study because we anticipate the cost estimates created during this stage will be used for Town planning and grant applications for future design and construction phases.

Design cost estimating: Accurate design phase costs include not just engineering, but also environmental/floodplain permitting, potential ROW acquisition, utility considerations, and others. Design costs also vary depending on funding sources. If federal funding and/or CDOT oversight is required, design phase costs and the duration of the design phase can be significantly more than locally funded projects.

Construction cost estimating: Providing accurate cost estimates is one of the most important aspects of this project. The Town will use the cost estimates for both budgeting and grant application support. Cost estimate accuracy will be achieved with quantity calculations, bid prices, and an understanding of local Colorado mountain region Contractor bid tendencies.



SEH RECENT RELEVANT EXPERIENCE

SEH has held an on-call architecture/engineering services contract with Roaring Fork Transportation Authority (RFTA). Our team has provided construction cost estimating support and Contractor bid reviews for several different sized/scoped construction projects, including the Wingo Pedestrian Bridge Rehabilitation Project (photo below), gaining an understanding of the current Colorado mountain-area construction bidding/cost climate.



Grant Support: We understand that the Town has limited funding available for the bridge improvements that may be needed and that bridges tend to be among the most costly/valuable assets that municipalities have. Our team has a wide range of experience with grants for different types of infrastructure projects, and we plan to use this experience to assess each bridge improvement opportunity for grant applicability for planning, design phase, and construction.



SEH RECENT RELEVANT EXPERIENCE

SEH has supported Logan County in obtaining multiple Bridge Replacement Off-System (BRO) grants to replace a bridge carrying CR93 over the South Platte River. This support included a cost estimating and grant application review for a design phase grant, and two construction phase grants. Construction will be completed in the first half of 2024.

FEASIBILITY STUDY REPORT

The report created in this phase will summarize all study phase tasks performed, include recommendations, and provide the information needed for the Town to determine its best path forward. The report will provide documentation and justification for the Town's decision on how to move the bridge improvements forward. The report will also be an important part of subsequent grant applications to show potential funding authorities that the Town is committed to the project and that the information provided in these applications has a valid source. The report will be a collaborative effort and include a review/comment cycle to make sure the Town's needs are covered.

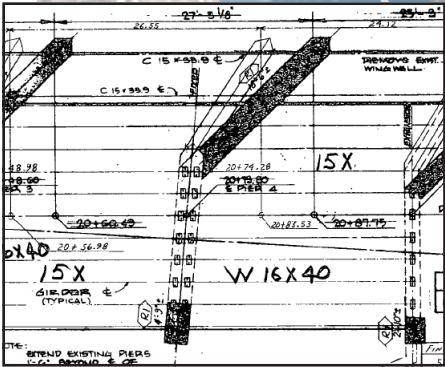
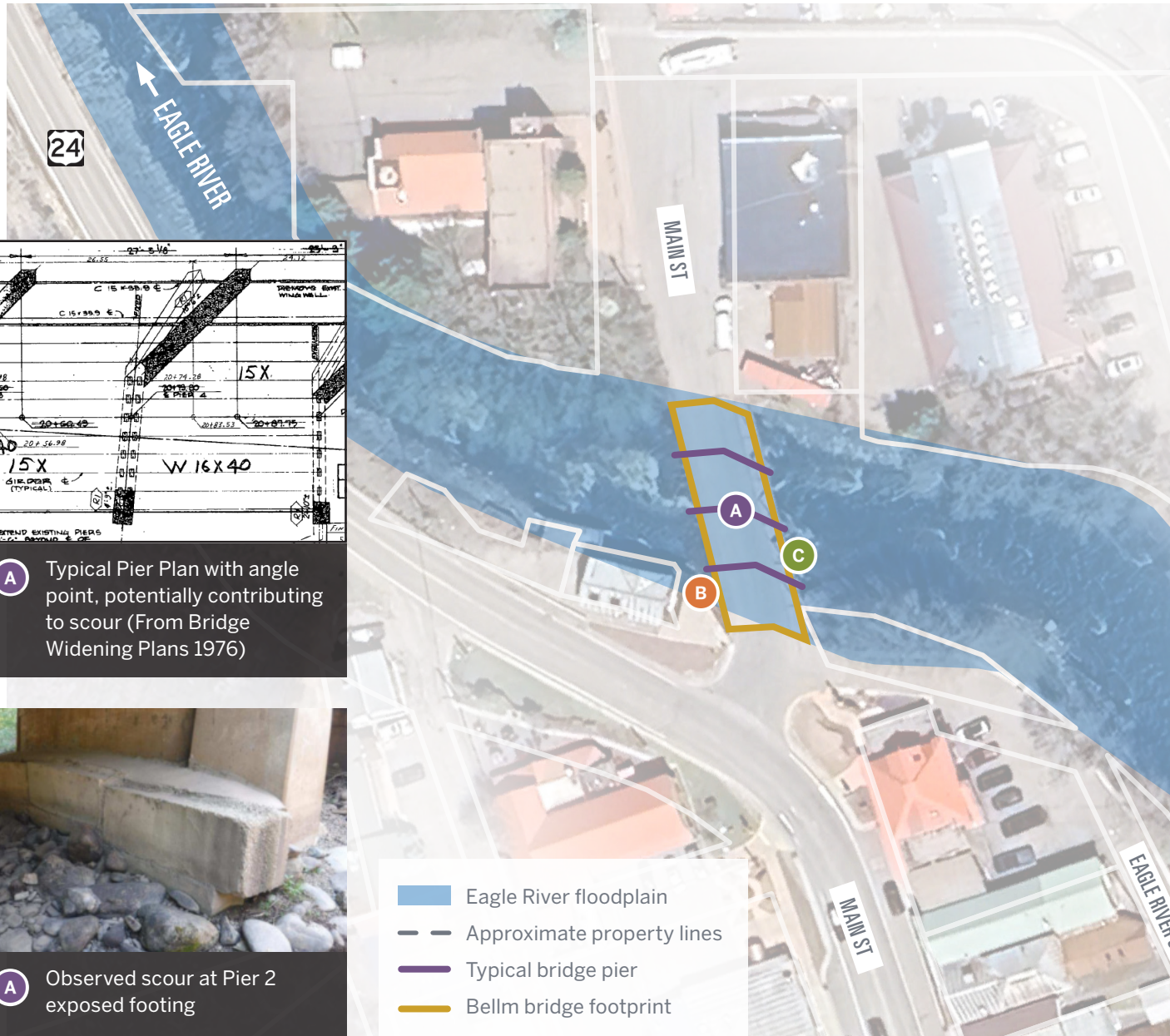
PROJECT SCHEDULE

TASK	2024				
	Apr	May	Jun	Jul	Aug
Project Management	[Solid blue bar]				
Information Gathering	[Solid yellow bar]				
Feasibility Study		[Solid green bar]			
Report				[Solid orange bar with diamond markers]	

- Key**
- ◆ Draft Feasibility Study Report (August 1)
 - ◆ Final Feasibility Study Report (September 1)

Schedule and milestones provided are based on an NTP date of April 1st.

ISSUES AND OPPORTUNITIES | BELLM BRIDGE FEASIBILITY STUDY



A Typical Pier Plan with angle point, potentially contributing to scour (From Bridge Widening Plans 1976)



A Observed scour at Pier 2 exposed footing



B Existing Wall Crack and undermining adjacent to bridge and below Minturn Anglers Fly Shop Structure



C Typical deterioration and corrosion of steel decking and bridge girders (multiple locations)

- Eagle River floodplain
- - Approximate property lines
- Typical bridge pier
- Bellm bridge footprint



Agreement for Services

SEH has recently negotiated an agreement for professional services with the Town of Minturn for the Bellm Bridge. We request the same revisions to the RFP and the Town's Professional Services Agreement that were previously requested by SEH and approved by the Town. The revisions are summarized below. SEH is willing to discuss and negotiate any of these terms with the Town at any point during the selection process.

1. RFP Section "General Provisions"

- Section L. Request section be deleted and Insurance and Indemnification be covered under the Town Professional Services Agreement:

2. Professional Services Agreement

- After first paragraph add sentence: "The term "Contractor" is used for convenience only and does not imply any rights, responsibilities, or warranties."
- Section 1, sentence 2. Delete "warrants and"
- Section 1, sentence 5. Delete "in a good and workman like manner and in conformity with the standard of care in the industry in Colorado." Replace with "consistent with the care and skill ordinarily exercised by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services."
- Section 5, sentence 2. Add "and delivered by Contractor to Town" after "prepared"
- Section 5, add sentence to end of section. "Contractor shall be entitled to rely on the accuracy and completeness of information or services furnished by Town or others employed by the Town and shall not be liable for damages arising from reasonable reliance on such materials."
- Section 8a, sentence 1. Add "and annual aggregate" after "occurrence"
- Section 8b, sentence 1. Add "per occurrence and in aggregate" after "\$1,000,000.00"
- Section 8ci. Delete sentence "If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6) month tail."
- Section 9 sentence 1. Add "negligent" prior to "omission"
- Section 9 add to end of section. "Notwithstanding anything to the contrary herein, neither party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them."
- Section 12 (Compliance with CRS § 24-76.5-103.) Delete entire section.
- Section 13, sentence 1. Delete "and warrants"
- Section 13, sentence 2. Add "caused by Contractor's Scope of Services" after "interest"
- Section 15, sentence 1, add "negligent" before "errors" and "omissions"
- Section 15, add sentence to end of section, "The Town hereby agrees that to the fullest extent permitted by law, Contractor's total liability to the Town for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed Contractor's insurance limits as provided in paragraph 8 of this Agreement."
- Section 17, add sentence to end of section, "Any dispute between the Town and Contractor arising out of or relating to this Agreement or the services (except for unpaid invoices) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. "

Cost

SEH has a thorough understanding of the existing bridge, the observed scour, and Minturn's ultimate goal to find a cost-effective long term improvement solution for this important asset. The effort for this study needs to be great enough to thoroughly vet potential solutions and provide background and justification for the Town's direction, but not excessive effort and progressing designs that will not be used. SEH has carefully considered our effort for this scope and endeavors to achieve a balance to give the Town optimal value. We are happy to discuss our effort with respect to the scope and revise as necessary to best support the Town.

Tasks	Hours	SEH Labor Cost	Subconsultants and ODCs	Totals
1 – Project Management	34	\$7,920	\$0	\$7,920
2 – Information Gathering	92	\$14,273	\$2,650	\$16,923
3 – Bridge Replacement Feasibility Study	170	\$30,500	\$2,400	\$32,900
4 – Feasibility Report	64	\$12,200	\$0	\$12,200
Totals	360	\$64,893	\$5,050	\$69,943

ASSUMPTIONS AND EXCLUSIONS:

1. The scope for this estimate is based on the scope provided in the RFP and this proposal. Any scope items not explicitly included in these documents is explicitly excluded from our estimate.
2. Utility locating, testholes, coordination, and/or design considerations are not included
3. No construction documents, plans, or specifications are included in this scope.
4. Environmental or floodplain permitting applications/submittals are not included in this scope.
5. ROW/easement-related services of any kind including mapping, plans, or acquisition are not included in this scope.

Additional Data

We do not take our past collaborations with Minturn for granted. In addition to the work detailed in the Approach, we believe our team provides additional value based on our comprehensive funding and bridge evaluation/design experience. As a result, we have provided summaries of our Grant Assessment/Funding Services and Whole Project Life Cycle experience in this section, enabling the Town to make a fully informed decision regarding the Bellm Bridge.

GRANT ASSESSMENT/FUNDING

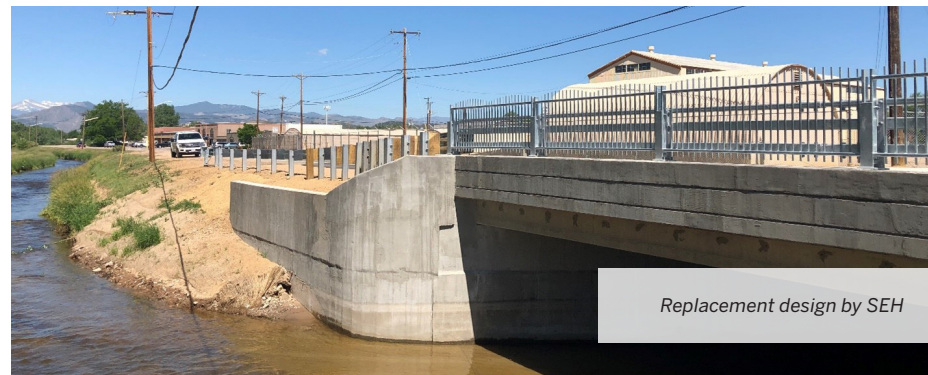
The SEH team includes both experienced bridge engineers and dedicated funding specialists who work every day across the public and private sectors to provide financially feasible project solutions for our clients. As a result, we have extensive experience pursuing, securing, and providing compliance for a variety of federal, state, and local funding sources. Potential grant sources include but are not limited to Federal Agencies (FHWA, FEMA) and State /Local Agencies (CDOT, CML, CCI, DOLA). Programs are available for bridge replacement (BRO), trails (TAP), multi-modal (MMOF), and many others. SEH has the know-how to guide our clients through the entire funding process.

SEH employs a team of experienced funding experts who understand the importance of affordable financing for municipal projects. Our in-house economic development group has secured millions from state and federal funding programs for a variety of municipal projects. There are many available grant programs with many rules and requirements. Based on our experience, we don't plan on doing an exhaustive study of every possible grant opportunity; however, we will use our team's experience to focus on the most applicable grant programs.

Wayne Howard is included on the SEH team and brings a wealth of in-house knowledge related to bridge design and construction, but also potential funding mechanisms that was in-part gained during his 24-year tenure at Weld County.



8th Street over Big Barnes Ditch, City of Loveland



Replacement design by SEH

WHOLE PROJECT LIFE CYCLE EXPERIENCE

SEH project managers, bridge engineers, and other discipline leads supporting bridge projects have years of experience in all phases of bridge improvement projects. This experience includes grant application support, planning and feasibility studies, data collection, preliminary design, final design, environmental clearances and permitting, preparation of construction bid documents, engineering services during construction, and full construction administration for bridge rehabilitation and bridge replacement projects. Specific examples of our experience include:

SEH-led bridge grant application funding support projects include:

- Logan County Road 93 over South Platte River Bridge Replacement
- Grandview Avenue over Fourmile Creek Bridge Replacement



Grandview Avenue over Fourmile Creek Bridge Replacement (Design by SEH, construction starting mid-2024)

SEH-led bridge improvement planning and feasibility studies include:

- Gothic Road Bridge – Gunnison County
- Mel Harmon Bridge – City of Pueblo
- Roaring Fork Pedestrian Bridge – Roaring Fork Transportation Authority (RFTA)
- Union Ave Bridge over South Platte River – City of Englewood
- Rivera Bridge Rehabilitation – La Plata County



Rivera Bridge Rehabilitation (Planning Study by SEH, Final Design pending)

SEH-led completed bridge rehabilitation design/ construction projects:

- Larimer County Road 80 over South Fork Cache La Poudre – Larimer County
- 95th Ave over Cache La Poudre – City of Greeley
- Weld County Road 26 over Cache La Poudre – Town of Windsor
- Wingo Bridge over Roaring Fork River – RFTA
- County Road 240 and 245 Bridge Deck Replacements – La Plata County



95th Avenue Bridge over Cache La Poudre (Rehabilitation Design by SEH)

SEH-led completed bridge replacement projects:

- Masonville Bridge Replacement – Larimer County
- Weld County Road 68/59A – Weld County
- 8th Street Bridge Replacement – City of Loveland
- Apache City Road Bridge Replacement – Pueblo County
- Logan County Road 93 Bridge Replacement – Logan County



Apache City Road Bridge Replacement (Design and Construction administration by SEH)

Our team's deep experience in all phases of bridge rehabilitation and replacement projects for Colorado local agencies allows us to efficiently perform thorough feasibility studies to allow bridge owners to make informed decisions and do what is best for their constituents both in the short and long term.

Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES



Short Elliott Hendrickson Inc.
Bellm Bridge Feasibility Study

Date Prepared: 3/20/2024

Position	Principal QA/QC	Project Manager / Lead Structural Engineer	Graduate Engineer	Lead Technician / CAD	Sr H+H QC Engineer	Sr H+H Engineer	Staff H+H Engineer	Licensed Land Surveyor	Survey Technician	Grant Support	Accountant	Subconsultants and Other Direct Costs (ODCs)
Project Billing	\$ 250	\$ 200	\$ 140	\$ 155	\$ 230	\$ 205	\$ 130	\$ 203	\$ 145	\$ 265	\$ 140	

1 - Project Management

Subtask	Title	Principal QA/QC	Project Manager / Lead Structural Engineer	Graduate Engineer	Lead Technician / CAD	Sr H+H QC Engineer	Sr H+H Engineer	Staff H+H Engineer	Licensed Land Surveyor	Survey Technician	Grant Support	Accountant	Subconsultants and Other Direct Costs (ODCs)	
a	Meetings		20									4		
b	Invoicing, Progress Reports, Budget + Sub management		14									4		
Subtotals		0	34	0	0	0	0	0	0	0	0	8	\$ -	
													34	\$ 7,920

2 - Information Gathering

Subtask	Title	Principal QA/QC	Project Manager / Lead Structural Engineer	Graduate Engineer	Lead Technician / CAD	Sr H+H QC Engineer	Sr H+H Engineer	Staff H+H Engineer	Licensed Land Surveyor	Survey Technician	Grant Support	Accountant	Subconsultants and Other Direct Costs (ODCs)	
a	Site Visit/Kickoff meeting		10	8									\$ 350.00	
b	Review Existing Docs		1	2	3									
c	Topo Survey (8 cross-sections)								6	62			\$ 2,300	
Subtotals		0	11	10	3	0	0	0	6	62	0	0	\$ 2,650	
													92	\$ 16,923

3 - Bridge Replacement Feasibility Study

Subtask	Title	Principal QA/QC	Project Manager / Lead Structural Engineer	Graduate Engineer	Lead Technician / CAD	Sr H+H QC Engineer	Sr H+H Engineer	Staff H+H Engineer	Licensed Land Surveyor	Survey Technician	Grant Support	Accountant	Subconsultants and Other Direct Costs (ODCs)	
a	Preliminary H+H Assessment		1			1	22	26						
b	Final H+H Assessment	1	1			1	22	18						
	Environmental Assessment		2										\$ 2,400	
c	Bridge rehab layout and configuration		2		12									
d	Bridge replacement layout and configuration		2		12									
e	Cost Estimating	1	6	10										
f	LCCA	1	8											
g	Grant Support	1	8								12			
Subtotals		4	30	10	24	2	44	44	0	0	12	0	\$ 2,400	
													170	\$ 32,900

4 - Feasibility Report

Subtask	Title	Principal QA/QC	Project Manager / Lead Structural Engineer	Graduate Engineer	Lead Technician / CAD	Sr H+H QC Engineer	Sr H+H Engineer	Staff H+H Engineer	Licensed Land Surveyor	Survey Technician	Grant Support	Accountant	Subconsultants and Other Direct Costs (ODCs)	
a	Draft Assessment Report		30	8	4									
b	QA/QC	4	4											
c	Comment response and Final Report	2	8	4										
Subtotals		6	42	12	4	0	0	0	0	0	0	0	\$ -	
													64	\$ 12,200

Project Totals

Subtotals	10	117	32	31	2	44	44	6	62	12	8	\$ 5,050	360	\$ 69,943
Subtotal Cost	2500	23400	4480	4805	460	9020	5720	1218	8990	3180	1120	\$ 5,050	\$ 69,943	

Town of Minturn
Professional Services Agreement

EXHIBIT B

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

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

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing Agreement was acknowledged before me this __ day of _____, 2023 by _____

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

{ SAE }

Notary Public



Building a Better World
for All of Us®

BELLM BRIDGE MINTURN TEMPORARY SCOUR PROTECTION DESIGN MEMO

DATE: July 13, 2023
RE: Bellm Bridge Design Minturn, CO
Taylor St Over Eagle River
Temporary Scour Protection Design
SEH No. MINTU_173117

The goal of this memorandum is to describe the temporary scour protection design for the Taylor Street Bridge over Eagle River (Bellm Bridge) in Minturn Colorado.

Project Description

SEH was contracted to recommend temporary scour countermeasures to address an Essential Repair Finding (ERF) for the Bellm Bridge in Minturn, CO. The bridge is currently showing major signs of scour including a number of exposed footers and piers. To address the ERF, it was determined that temporary scour protection needed to be put in place to minimize further erosion and prevent potential failure of the bridge. The most recent bridge inspection report and ERF can be found in an attachment to this memo. The intent is to place riprap to prevent further scour damage to the Bellm Bridge while funding and design for permanent improvements are determined.

The Bellm Bridge exists within a regulated Zone AE floodplain with base flood elevations (BFEs) and a defined floodway. The Bellm Bridge can be found on FEMA FIRM Map number 08037C0658D effective date December 4, 2007. A FIRMette of the area has been attached to this memo.

The details, data, and site conditions, extracted from the widening plans (1976) were assumed to be "as-built" for the purpose of this memo which were considered as the basis of temporary stabilization design.

Methodology

SEH was not able to locate any available hydraulic modeling information or reports for the reach of Eagle River that includes Bellm Bridge. SEH reached out to FEMA, the Town of Minturn, and Eagle County and found no relevant hydraulic information. With out survey information SEH used a combination of the existing hydrology study Eagle River Flood Hydrology (ERFH) completed by Water Resource Consultants for Eagle County in May of 2002, USGS StreamStats, bridge inspection reports, and the 1976 bridge widening plans to design and size scour counter measures.

The as-built drawing on Sheet 4 of the attached plans was used to create a cross-section of the bridge in order to compute the required hydraulic values to be used with HEC 23 Guideline 14 riprap sizing calculations. A spreadsheet adapted from Guideline 14 was used to complete the riprap sizing calculations which can be found attached to this memo.

The as-built drawings callout a 100-year flow of 4,900 cfs and state that water surface elevation (WSEL) at this flow rate is at the bottom of the girders for an approximate maximum depth of 8.3'. The 2003 ERFH had a 100-year flow rate for Minturn of 3490 cfs. StreamStats calculated a 100-year flow rate of 2930 cfs. For the scour design both the as-built drawing and ERFH flow rates were analyzed.

The cross-section for the as-built report was used along with these flow rates to calculate flow depth and area associated with as-built drawing and the ERFH flow rates. This was completed using the Hydraflow Express Extension for Autodesk Civil 3D. Print outs can be found on the following page and attached to this memo.

Using HEC 23 Design Guideline 14 to calculate riprap size it was determined that 18" D50 Riprap with a depth of 36" is required for this protection in both the as-built and ERFH scenario. Riprap should extend to a width of 5' encircling each pier then slope at 2h:1V to the existing channel surface. Riprap should extend to a width 14' from each abutment and 25' downstream. A mark-up of the as-built plans showing the riprap can be found on the following page attached to this memo.

Riprap and bedding material and their installation shall be in accordance with current CDOT standard specifications and be done in a way to hold existing elevation where ever possible. In the areas near the piers and abutments where scour holes are formed, the top of riprap elevation should be no greater than the as-built channel section. The as-built plans use NGVD 1927 datum. The plans have been marked up to show a depth from low-chord to top of channel as originally constructed. This depth should be used as reference to determine the channel elevation in the area of the scour holes.

Floodplain

The proposed riprap will be placed within the floodway and will cause a rise when compared to the current existing conditions, however a no-rise condition is anticipated when compared to the originally constructed condition. This solution is temporary in nature and will be used to provide protection against catastrophic failure of the bridge while funding and long-term solutions are found.

The temporary repairs are not anticipated to cause an increase in the floodplain as it is shown on FEMA FIRM Map number 08037C0658D. SEH also obtained a copy of FEMA floodplain map of the same area with an effective date of 1980. Upon examination these floodplains appear to be nearly identical. The elevation differences shown appear to be due to the difference in vertical datum. The 2007 map uses NAVD 1988 and the 1980 map used NGVD 1927. The widening work was completed in 1976 and would likely have been included in the 1980 mapping. Due to this, it is assumed that the floodplain mapping does not account for the scour holes that currently exist. Returning these holes to the intended elevations should have no adverse impact on the floodplain mapping.

Conclusion

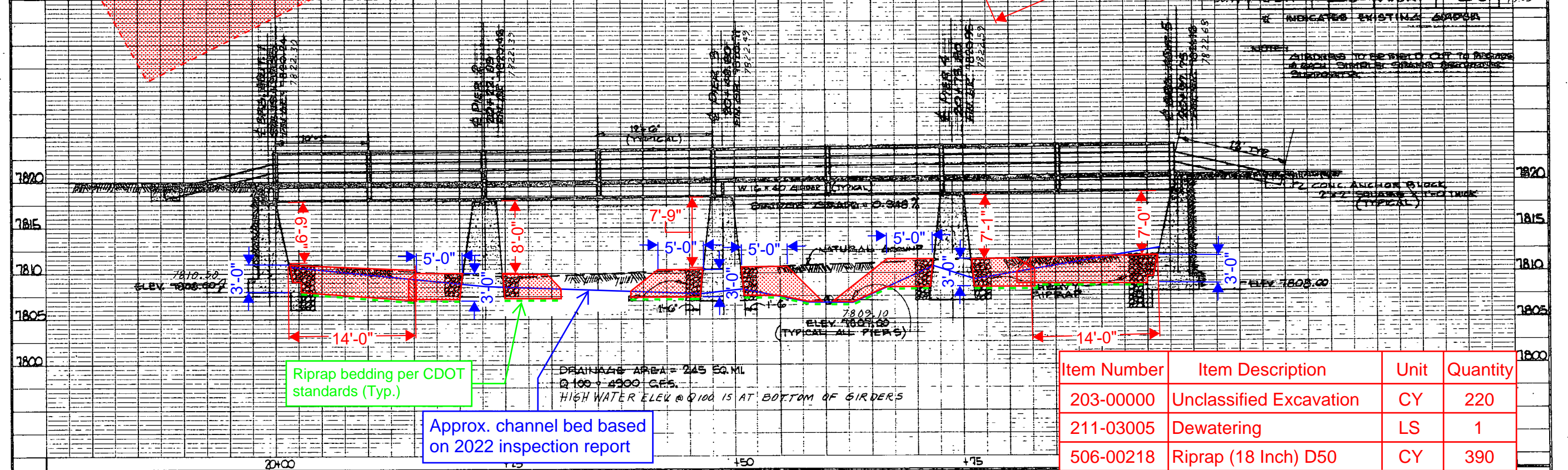
The temporary scour protection required for this bridge will be 18" D50 at a depth of 36" with appropriate bedding. The plan view of the riprap can be found on the following page and in the mark-ups to the as-built plans attached to this memo. While the addition of riprap will cause a rise relative to the current existing condition, it is anticipated that it is intended to not have an effect on the mapped floodplain. This temporary solution will provide protection against additional scour or damage to the bridge while a permanent solution is found.

David Hoesly, PE
SEH Senior Water Resources Engineer

Attachment: Bridge Inspection Report, FIRMette, As-Built Plans, Hydraulic Calculations, Scour Calculations, 2007 FIRM Map, 1980 FIRM Map

NOTE:
ASPHALT BRIDGE OVERLAY
TO BE TRANSITIONAL INTO
EXISTING ROADWAY
WIDTH OUT TO OUT
INCLUDING SIDEWALK

10' x 11'-0" LONG CONC
WINGWALL TO BE
EXTENDED TO EXIST
WINGWALL
(SEE SHEET NO. 5 FOR DETAIL)



Riprap bedding per CDOT standards (Typ.)

Approx. channel bed based on 2022 inspection report

DRAINAGE AREA = 245 SQ. MI.
Q100 = 4900 CFS.
HIGH WATER ELEV @ Q100 IS AT BOTTOM OF GIRDERS

Item Number	Item Description	Unit	Quantity
203-0000	Unclassified Excavation	CY	220
211-03005	Dewatering	LS	1
506-00218	Riprap (18 Inch) D50	CY	390

Notes
 1. All quantities, dimensions, riprap limits, and channel bed shown on this sheet are approximate and based on best available knowledge. Contractor shall verify all applicable info. Any discrepancies identified shall be brought to the attention of Town and/or Town Engineer.
 2. Payment will be for the actual excavation volume and materials used as approved and directed by the Town Engineer.

MINTURN BRIDGE WIDENING
 MINTURN, COLORADO
 O.S. 9944 (2)
 DECK LAYOUT

Job 76010
 Drawn ADP
 Appr. JEA
 Date APRIL '76
 Scale NOTED
 Sheet 4 of 6

ELDORADO ENGINEERING COMPANY CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS
 818 COLORADO AVENUE P.O. BOX 669 GLENWOOD SPRINGS, COLORADO 81601 303-845-6917

Routine Inspection Colorado Department of Transportation Structure Inspection and Inventory Report (English Units)

Highway Number (ON) 5D: 0000
Mile Post (ON) 11: 0.016 mi
Linear Ref. Sys. MP: 0.016 mi

Bridge Key: MINTRN-TAYLORST Inspection Date: 06/19/2022 Suff Rating: 73.7 ND G/F/P Condition: Fair

NBI Reporting ID:	MINTRN-TAYLORS	Main Mat/Desgn 43A/B:	4	02	Bridge Cost 94:	0.00
District (Region/Sect):	Reg 3 MSec 2	Appr Mat/Desgn 44A/B:	0	0	Roadway Cost 95:	0.00
Tran Region 2T:	11	Main Spans Unit 45:	4		Total Cost 96:	0.00
County Code 3:	037	Approach Spans 46:	0		Year of Cost Estimate 97:	1980
037 EAGLE		Horiz Clr 47:	26.00 ft		Brdr Brdg Code/% 98A/B:	-2 0.00
Place Code 4:	50920	Max Span 48:	24.0 ft		Border Bridge Number 99:	
MINTURN		Str Length 49:	103.5 ft		Defense Highway 100:	0
Rte.(On/Under) 5A:	1	Curb Wdth L/R 50A/B:	0.0 ft	4.4 ft	Parallel Structure 101:	N
Signing Prefix 5B:	5	Width Curb to Curb 51:	26.00 ft		Direction of Traffic 102:	2
Level of Service 5C:	1	Width Out to Out 52:	33.7 ft		Temporary Structure 103:	-
Direction Suffix 5E:	0	Deck Area:	3478		Highway Systems 104:	0
Feature Intersected 6:		Min Clr Ovr Brdg 53:	99.99		Fed Lands Hiway 105:	0
EAGLE RIVER		Min Undrclr Ref 54A:	N		Year Reconstructed 106:	1986
Facility Carried 7:		Min Underclr 54B:	0.0 ft		Deck Type 107:	1
TAYLOR STREET		Min Lat Clrnce Ref R 55A:	N		Wearing Surface 108A:	1
Alias Str No.8A:		Min Lat Undrclr R 55B:	0.0 ft		Membrane 108B:	0
		Min Lat Undrclr L 56:	0.0 ft		Deck Protection 108C:	0
Prll Str No. 8P:		Deck 58:	6		Truck ADT 109:	9.00 %
N/A		Super 59:	6		Trk Net 110:	0
Location 9:		Sub 60:	5		Pier Protection 111:	!
N OF MAIN ST/SH 24		Channel/Protection 61:	7		NBIS Length 112:	Y
Max Clr 10:	99.99	Culvert 62:	N		Scour Critical 113:	3
BaseHiway Net12:	0	Oprtng Rtg Method 63:	1 LF Load Fact		Scour Watch 113M:	N
IrsinvRout 13A:	037-0-2013	Operating Rating 64:	93.50		Future ADT 114:	928
IrsubRout No13B:	00	Operating Factor 64:	-		Year of Future ADT 115:	2041
Latitude 16:	39d 35' 21.00"	Inv Rtn Method 65:	1 LF Load Fact		CDOT Str Type 120A:	CICK
Longitude 17:	106d 25' 53.00"	Inventory Rating 66:	56.10		CDOT Constr Type 120B:	00
Detour Length 19:	1 mi	Inventory Factor 66:	-		Expansion Dev/Type 124:	1
Toll Facility 20:	3	Asph/Fill Thick 66T:	0.0 in		Brdg Rail Type/Mod 125A/B:	XX 0
Custodian 21:	03	Str. Evaluation 67:	5		Posting Trucks 129A/B/C:	- - -
Owner 22:	03	Deck Geometry 68:	5		Str Rating Date 130:	09/11/1996
Functional Class 26:	06	Undrclr Vert/Hor 69:	N		Within 1 Mile:	NO
Year Built 27:	1950	Posting 70:	5 At/Above Lega		Special Equip 133:	0.00
Lanes On 28A:	2	Waterway Adequacy 71:	8		Vert Clr N/E 134A/B/C:	X 99.99 0.00
Lanes Under 28B:	0	Approach Alignment 72:	8		Vert Clr S/W 135A/B/C:	X 99.99 0.00
ADT 29:	748	Type Of Work 75A:	-2		Vertical Clr Date:	12/31/1900
Year of ADT 30:	2021	Work Done By 75B:	!		Weight Limit Color 139:	0, White
Design Load 31:	5 MS 18 (HS 20)	Length of Improvment 76:	0		Userkey 1, Insp System:	OFFSYS
Apr Rdwy Width 32:	26.00 ft	Insp Team Indicator 90B:	BENESCH		Userkey 4, Insp Sched:	EVN JUN C_0
Median 33:	0	Inspector Name 90C:	LOPEZ-RODRIG		Userkey 5, UW Sched:	
Skew 34:	35 °	Frequency 91:	24 months		Userkey 6, Pin Sched:	
Structure Flared 35:	0	FC Frequency 92A:			FHWA Bridge Risk:	HIGH
Sfty Rail 36a/b/c/d:	0 0 0 0	UW Frequency 92B:			FHWA UW Risk:	NA
Rail ht36h:	24.0 in	SI Frequency (Pin) 92C:			FHWA Load Rating Risk:	LOW
Hist Signif 37:	4	FC Inspection Date 93A:			CBTE:	NA
Posting status 41:	A	UW Inspection Date 93B:			Inspection Key:	VMGO
Service on/un 42A/B:	5 5	SI Date (Pin) 93C:			Date Entered:	7/8/2022 12:00:0
					Entered By:	RISCHD

Inspection Type:	Regular NBI
EOR:	Unknown

Data Responsibility: Asset Management Inspection Rating

Routine Inspection
Colorado Department of Transportation
Structure Inspection and Inventory Report (English Units)

Highway Number (ON) 5D: 0000
 Mile Post (ON) 11: 0.016 mi
 Linear Ref. Sys. MP: 0.016 mi

Element Inspection Report

Elm/Env	Description	Unit	Total Qty	% in 1	Qty. St. 1	% in 2	Qty. St. 2	% in 3	Qty. St. 3	% in 4	Qty. St. 4
12/1	Re Concrete Deck	sq.ft	3478	0%	0	90%	3114	10%	364	0%	0
(14) wide transverse cracks up to 1/8 inch ± wide, heaviest over piers (364SF CS3 - 1130). D-cracks and spalls in concrete deck adjacent to joint angle armor (15SF CS2 - 1080) (45SF CS2 - 1130). Spall at north end is 6 inches wide x 9 feet long x 2.5 inches deep; patched with asphalt at 2020 inspection. R2 to R4 rusting along edges of stay-in-place forms in exterior girder bays and in Bay K near deck drains, with some areas of 100% section loss in east edge. Moderate abrasion with exposed aggregates throughout deck surface (3054SF CS2 - 1190).											
1080/1	Delamination/Spall/Patch	sq.ft	15	0%	0	100%	15	0%	0	0%	0
See Element 12 comments.											
1130/1	Cracking (RC and Other)	sq.ft	409	0%	0	11%	45	89%	364	0%	0
See Element 12 comments.											
1190/1	Abrasion(PSC/RC)	sq.ft	3054	0%	0	100%	3054	0%	0	0%	0
See Element 12 comments.											
107/1	Steel Opn Girder/Beam	ft	1449	65%	939	24%	350	11%	160	0%	0
R1 rusting at random locations. (350FT CS2 - 1000). Paint peeling with R2 rusting at ends of all girders over abutments (58FT CS3 - 1000). R2 rusting for 2 feet at exterior corners and along full length of top flange of exterior Girder N (102FT CS3 - 1000). Utility at south end welded to bottom flanges of Girders D, G, I, L and N. (2) kinked areas in bottom flange of Girder N in Span 1.											
515/1	Steel Protective Coating	sq.ft	1449	65%	939	0%	0	0%	0	35%	510
Ineffective at areas of rust.											
1000/1	Corrosion	ft	510	0%	0	69%	350	31%	160	0%	0
See Element 107 comments.											
210/1	Re Conc Pier Wall	ft	111	0%	0	100%	111	0%	0	0%	0
Moderate abrasion and honeycombing at various locations of pier walls (111FT CS2 - 1190).											
1190/1	Abrasion(PSC/RC)	ft	111	0%	0	100%	111	0%	0	0%	0
See Element 210 comments.											
215/1	Re Conc Abutment	ft	74	0%	0	93%	69	7%	5	0%	0
Moderate abrasion on both abutments (69FT CS2 - 1190). Honeycombing in 30% of original abutments. Debris and vegetation at all corners on seats. Abutment 5 (A5) has 5 exposed corroded rebars near east end (5FT CS3-1090).											
1090/1	Exposed Rebar	ft	5	0%	0	0%	0	100%	5	0%	0
See Element 215 comments.											
1190/1	Abrasion(PSC/RC)	ft	69	0%	0	100%	69	0%	0	0%	0
See Element 215 comments.											
304/1	Open Expansion Joint	ft	74	0%	0	0%	0	92%	68	8%	6
15 feet of leading angle armor on southbound side of north joint is missing and patched with asphalt for 6 feet (joint is missing and ineffective at patch) (6FT CS4 - 2350). R4 rust in angle armor of south joint in northbound lane, similar at east end of north joint angle armor. R2 rust with gouges in remainder of joint armor. Joints are full of debris (68FT CS3 - 2350).											
2350/1	Debris Impaction	ft	74	0%	0	0%	0	92%	68	8%	6
See Element 304 comments.											
310/1	Elastomeric Bearing	each	70	0%	0	90%	63	10%	7	0%	0
R2 rusting at exterior bearing plates. R2 rusting on (4) east bearing plates at north abutment (A5) (7EA CS3 - 1000). Freckled light R1-R1 rust on most bearing plates (63EA CS2 - 1000).											
1000/1	Corrosion	each	70	0%	0	90%	63	10%	7	0%	0
See Element 310 comments.											
322/1	Approach Roadway	(EA)	1	100%	1	0%	0	0%	0	0%	0
Patched potholes and cracking at both ends of bridge.											

Routine Inspection
 Colorado Department of Transportation
 Structure Inspection and Inventory Report (English Units)

Highway Number (ON) 5D: 0000
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 Linear Ref. Sys. MP: 0.016 mi

326/1	Bridge Wingwalls	(EA)	4	75%	3	25%	1	0%	0	0%	0
(1) 1/32 inch wide diagonal crack in southeast wingwall. Spalls around pipes at southwest wingwall up to 2 feet in diameter. 1/8 inch wide vertical crack at northwest wingwall to north abutment (A5) interface, wingwall is pushed 1/4 inch.											
329/1	Sidewalk/Median/Curb	(LF)	207	52%	107	48%	100	0%	0	0%	0
Insignificant vertical cracks at 1 foot spacing along west curb. Medium transverse cracks at various locations in east sidewalk with S1 scaling (100FT CS2 - 1130).											
1130/1	Cracking (RC and Other)	(LF)	100	0%	0	100%	100	0%	0	0%	0
See Element 329 comments.											
331/1	Re Conc Bridge Railing	ft	104	33%	34	67%	70	0%	0	0%	0
Medium vertical cracks spaced 1 to 2 feet throughout (70FT CS2 - 1130).											
1130/1	Cracking (RC and Other)	ft	70	0%	0	100%	70	0%	0	0%	0
See Element 331 comments.											
333/1	Other Bridge Railing	ft	207	98%	202	0%	0	2%	5	0%	0
Timber rails on metal posts. (1) plank is broken for 1 foot (1FT CS3 - 7000) and split for 4 feet on west rail near mid-span (4FT CS3 - 1220).											
1220/1	Deterioration (Other)	ft	4	0%	0	0%	0	100%	4	0%	0
See Element 333 comments.											
7000/1	Damage	ft	1	0%	0	0%	0	100%	1	0%	0
See Element 333 comments.											
343/1	Pole Attachment	(EA)	5	100%	5	0%	0	0%	0	0%	0
(5) flagpoles on east side.											
501/1	Channel/Bank	(EA)	1	100%	1	0%	0	0%	0	0%	0
Boulder and rock mountain stream. Fair alignment. Large boulders in channel on upstream end of P2 and P4, disrupt flows. Light to moderate vegetation on steep banks.											
600/1	General Notes	(EA)	1	100%	1	0%	0	0%	0	0%	0
Gas utility pipe under Girder A. Follow-up inspections for scour were completed on 9-15-2010 and 11-19-2012. Utilities at southwest are actively leaking heavily onto southwest wingwall.											
9221/1	Conc Pile Cap/Ftg	(EA)	4	0%	0	0%	0	0%	0	100%	4
Special inspection for scour probing 11/19/2012: Scour at both sides of Pier 3 (P3) and Pier 4 (P4). Up to 3 feet 6 inches of exposed footings at P3, P4, and A5. Item 60 reduced due to scour at P3 and P4. 1 to 2 feet (max) ± of undercutting along the poured collar/armor on the north side of P3 (undercutting appears to only be beneath the concrete armor in front of pier). 1 foot ± of undercutting of exposed footing at downstream end of P4 at southwest corner. Undercut area of P4 bears on areas of large river rock. 2014 inspection: only able to access A1, P2, and A5. Localized scour hole downstream of Pier 2 (P2) up to 2 feet deep, no undermining. 2016 inspection: could not access due to high water flow. 2018 inspection: could not access due to swift water flow, however, visible scour observed at middle of P3 at least 3 feet deep. No scour countermeasures were in place. 2020 inspection: could not access P3 and P4 due to runoff flow. P2 concrete collar/concrete blocks are undermined up to 10 inches back on Span 2 side; A5 exposed, but not undermined; Need follow up inspection of P3 and P4 when flow subsides (February or March 2021 tentatively set for follow up inspection of P3 and P4). 2022 inspection: During the special inspection of this bridge on 9/7/2022, our inspectors noted that all piers footing are exposed. The south pier (P2) concrete collar/concrete blocks at the footing are undermined up to 10 inches back on the north side. The south pier (P3) footing is undermined up to 20 inches back on the upstream side. The south pier (P4) footing is undermined up to 24 inches back on the upstream side. The north abutment (A5) footing is also exposed and is undermined up to 13 inches back at mid-span. CS4 defect has been reviewed by Benesch Program Engineer and affects the element or structure strength and/or serviceability. Bridge owner was notified of Essential Repair Finding on 9/07/2022. POA is missing from the e-folder. After receiving the ERF, the city informed that a foundation monitoring program is in place.											

Inspection References and Definitions:

**Routine Inspection
Colorado Department of Transportation
Structure Inspection and Inventory Report (English Units)**

Highway Number (ON) 5D: 0000
Mile Post (ON) 11: 0.016 mi
Linear Ref. Sys. MP: 0.016 mi

Crack Width Descriptions for Reinforced Concrete:

Insignificant cracking (in.) = Less than 0.012 wide
Moderate cracking (in.) = 0.012 to 0.05 wide
Wide cracking (in.) = Greater than 0.05 wide

Rust Codes (R Codes):

R1 = Peeling of the paint, pitting, surface rust, etc., no measurable section loss.
R2 = Flaking, minor section loss (< 10% thickness loss).
R3 = Flaking, swelling, mod section loss (10% < thickness loss <30%).
R4 = Heavy section loss (> 30% thickness loss), may have holes through base metal.

Crack Width Descriptions for Prestressed Concrete:

Insignificant cracking (in.) = Less than 0.004 wide
Moderate cracking (in.) = 0.004 to 0.009 wide
Wide cracking (in.) = Greater than 0.009 wide

Concrete Scaling Codes (S Codes):

S1 = Light scale up to 1/4" deep.
S2 = Moderate scale up to 1/2" deep with agg. exposed.
S3 = Heavy scale up to 1" deep with some agg. loose or missing.
S4 = Critical scale > 1" deep with reinforcing bars exposed and general disintegration of the concrete.

Maintenance Activity Summary

MMS Activity	Description	Recommended	Status	Target Year	Priority
**358.03	Substructure-Scour Mitigate	6/19/2022	1	2022	High

Install scour countermeasures per HEC-23 standards at all piers and Abutment 5.

154.01	Approach Rdway-Patch Bituminous	6/6/2018	1	2023	High
--------	---------------------------------	----------	---	------	------

Patch potholes in asphalt at approaches.

306.04	Bridge Rail-Upgrade	6/6/2018	1	2025	Low
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Install bridge rails to meet current AASHTO/CDOT standards.

306.05	Approach Railing	6/6/2018	1	2025	Low
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Install approach rails to meet current AASHTO/CDOT standards.

353.99	Deck-Seal	6/6/2018	1	2023	High
--------	-----------	----------	---	------	------

Seal the concrete deck to inhibit further moisture penetration.

Routine Inspection
Colorado Department of Transportation
Structure Inspection and Inventory Report (English Units)

Highway Number (ON) 5D: 0000
Mile Post (ON) 11: 0.016 mi
Linear Ref. Sys. MP: 0.016 mi

Section 10, ItemB.

364.99	Joints-Replace	6/6/2018	1	2023	High
--------	----------------	----------	---	------	------

Replace expansion devices at both ends of deck.

Bridge Notes (Inspection > Inventory > Admin)

Inventory route is south to north
East side is upstream
Superstructure is named Girder A through N from west to east
Substructure is numbered Abutment 1 through 5 from south to north

Inspection Notes (Inspection > Condition)

Date: 06-19-2022 Time: 13:40 Temp: 70 Degrees Weather: Partly-cloudy SLR/KP
ERL for scour mitigation sent to Town of Minturn.

Scour Item 113 Documentation (Inspection > CDOT Bridge)

MINTRN-TAYLORST SCOUR Item 113 Screening Memo 2016 06 13.pdf

Bat Present At Bridge (Inspection > Inventory > Agency Items > userkey9)

NO

Inspection Access Requirements (Inspection > CDOT Bridge)

Scheduling Notes (Inspection > Schedule)

Routine Inspection
Colorado Department of Transportation
Structure Inspection and Inventory Report (English Units)

Section 10, Item B.

Highway Number (ON) 5D: 0000
Mile Post (ON) 11: 0.016 mi
Linear Ref. Sys. MP: 0.016 mi

Scope:

NBI Element Underwater Fracture Critical Other Type: Regular NBI


Team Leader Inspection Check-off:

FCM's Vertical Clearance
 Posting Signs Stream Bed Profile
 Essential Repair Verification

Inspection Team: BENESCH

Inspection Date: 06/19/2022

Inspector: Unknown



Inspector (Team Leader): SAM LOPEZ-RODRIGU

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Roadway looking north.



Roadway looking south.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Elevation looking west.



Superstructure looking north.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Channel looking east upstream.



Channel looking west downstream.

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TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



General view of Abutment 1.



General view of Pier 2.

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TAYLOR STREET over EAGLE RIVER

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Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



General view of Pier 3.



General view of Abutment 5.

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TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Transverse cracking and abrasion throughout deck surface.



General view of damaged joint armor at N joint-Typical debris in joint.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Delamination and spalls in south end of deck.



General view of south expansion joint.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Cover plate missing and rust holes in armor angles at S joint near E curb.



Damaged joint angle at south joint near centerline of roadway.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Broken and settled asphalt in walkway at NE corner of deck.



West timber rail broken plank.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Failed deck forms and desintegrating deck along east overhang in Span 4.



R4 rust and holes in deck forms and exposed concrete in bays 4L and 4M.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Metal deck has a hole at the northwest corner.



Metal deck at Bay 4N has corrosion.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Peeling paint with corrosions at ends of Girders A to K at Span 5.



Failed paint on ends of girders (Typical girders A-K).

EAGLE

TAYLOR STREET over EAGLE RIVER

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Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



View of corrosion at ends of Girder 4K.



Flaking rust and section loss in bottom flanges of Girders L, M, and N.

EAGLE

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MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Girder 3L has heavy corrosion.



Girder 4K has heavy corrosion.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Girder 4L has heavy corrosion.



Girder 4M has heavy corrosion.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



General view of scour in front of A1.



Honeycombs at Pier 2.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Scour around Pier 2 footer (1 of 2).



Scour around Pier 2 footer (2 of 2).

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Pier 2 scour at downstream side (1 of 2).



Pier 2 scour at downstream side (2 of 2).

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Pier 2 scour at upstream side.



P3 undermined footing at upstream south side.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



P3 exposed footing at downstream side.



P4 exposed footing at north side.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



P4 exposed footing at northwest corner.



P4 exposed footing at south side.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



P4 scour hole at SW corner upstream side.



P4 undermining at SW corner upstream side.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Abutment 5 exposed footing at downstream side.



Abutment 5 exposed footing at mid section.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Abutment 5 exposed footing near mid length.



Abutment 5 exposed footing at northwest corner.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Abutment 5 exposed footing at north end (upstream).



Abutment 5 undermining.

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Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



Abutment 5 has 5 locations of exposed rebar.



NW wingwall has a vertical crack at Abutment 5 joint.

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Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022



View of SW retention wall.



SW retention wall vertical crack.

EAGLE

TAYLOR STREET over EAGLE RIVER

MINTR

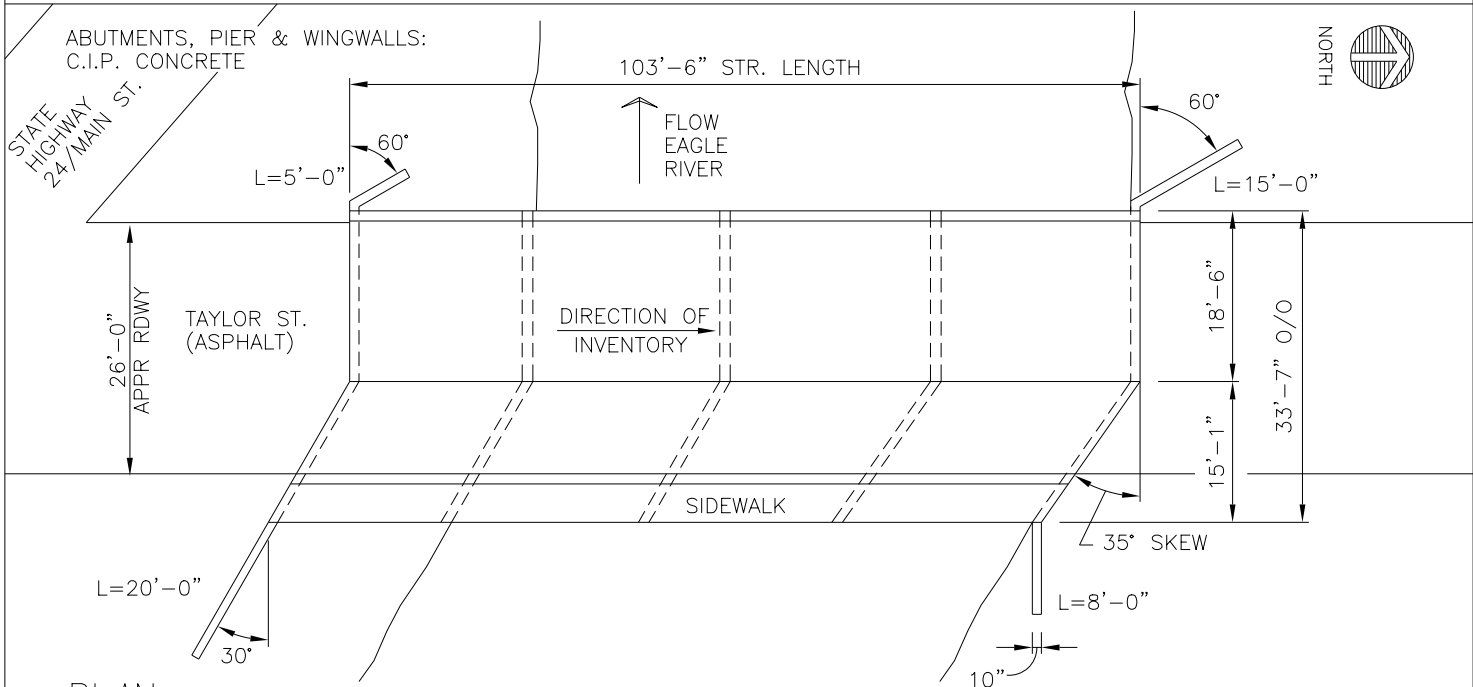
Section 10, Item B.

Team Leader: S. LOPEZ
Inspection Date: 6/19/2022

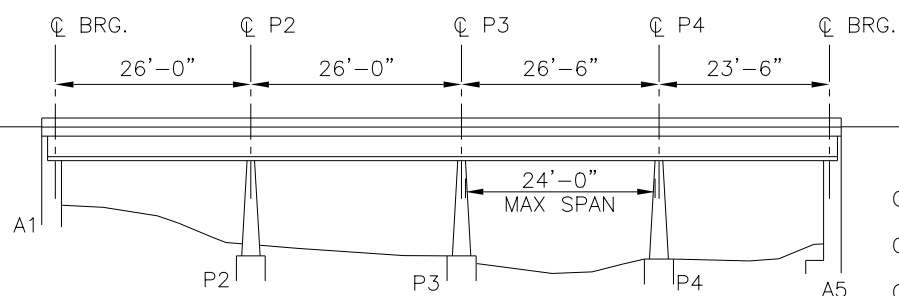


Close up view of undermining at SW retaining wall.

JUNE 17, 2020



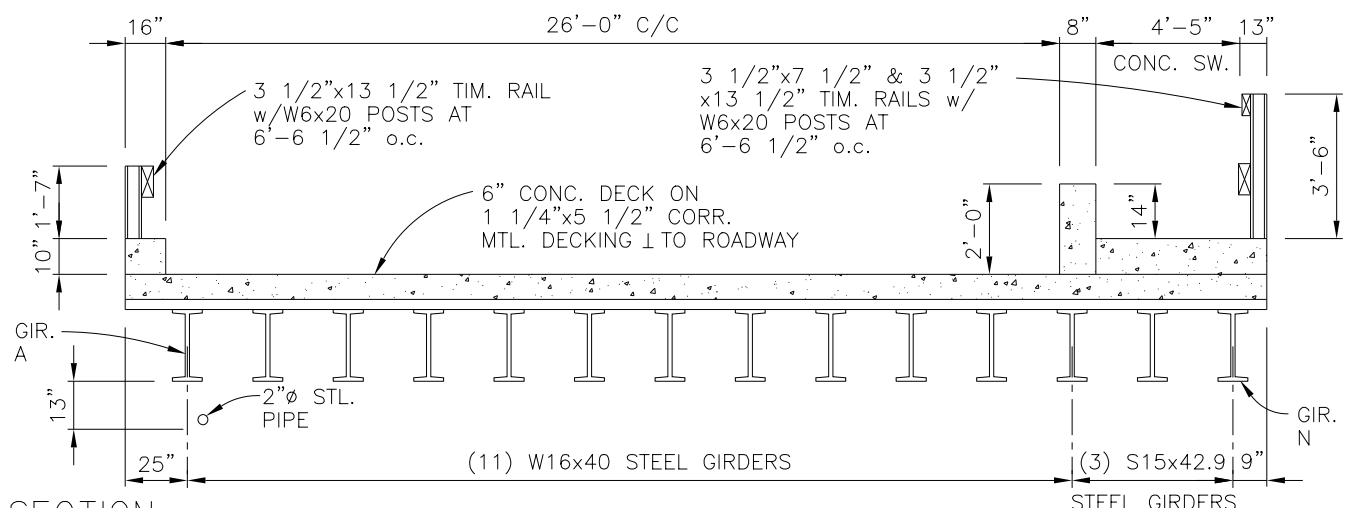
PLAN



ELEVATION
LOOKING WEST

GIRDER SPACING

GIR. A	27 3/4"	GIR. H	27 1/4"
GIR. B	28 1/2"	GIR. I	28 3/4"
GIR. C	27 3/4"	GIR. J	27 3/4"
GIR. D	28 1/4"	GIR. K	29 3/4"
GIR. E	27 3/4"	GIR. L	27 3/4"
GIR. F	28 1/4"	GIR. M	27 3/4"
GIR. G	29"	GIR. N	



SECTION
LOOKING NORTH

**COLORADO DEPARTMENT OF TRANSPORTATION
LOAD FACTOR RATING SUMMARY**

Structure # **MINTRN-TAYLORST**
 State highway # **N. TAYLOR ST.**
 Batch I.D. **037001**
 Structure type **CICK**
 Parallel structure # **N/A**

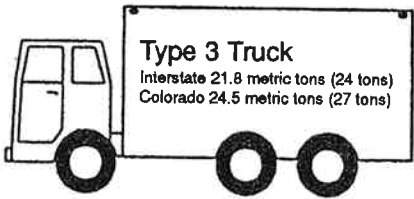
Rated using
 Asphalt thickness: 0 mm (0 in.)
 Colorado legal loads
 Interstate legal loads

Structural member	W16 X 40 EXT GIRDER	CONC DECK	W16 X 40 INT GIRDER	
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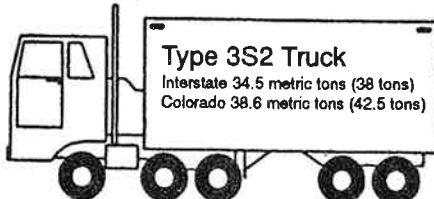
Metric tons (Tons)

Inventory	53.5 (59.0)	50.8 (56.1)	57.7 (63.7)	()
Operating	89.2 (98.4)	84.8 (93.5)	96.2 (106.1)	()

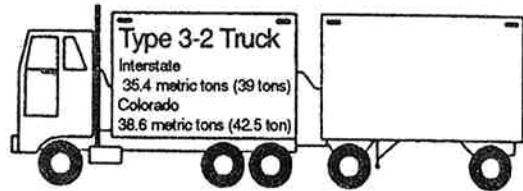
Type 3 truck	()	()	()	()
Type 3S2 truck	()	()	()	()
Type 3-2 truck	()	()	()	()
Permit truck	()	()	()	()



Metric tons ()
Tons



Metric tons ()
Tons



Metric tons ()
Tons

Comments **POSTING NOT REQUIRED**
6" CONCRETE DECK $f'_c = 3000$ $F_y = 60000$ (ASSUMED)
EXTERIOR GIRDER ("A") CONTROLS IN BENDING, $F_y = 33000$ (-VE MOM
MOMENT REQUIREMENTS GOVERN GIRDER RATING. PIER 4)

INSPECTED BUT NOT RATED
SEH, INC.
 DATE: _____ BY: _____

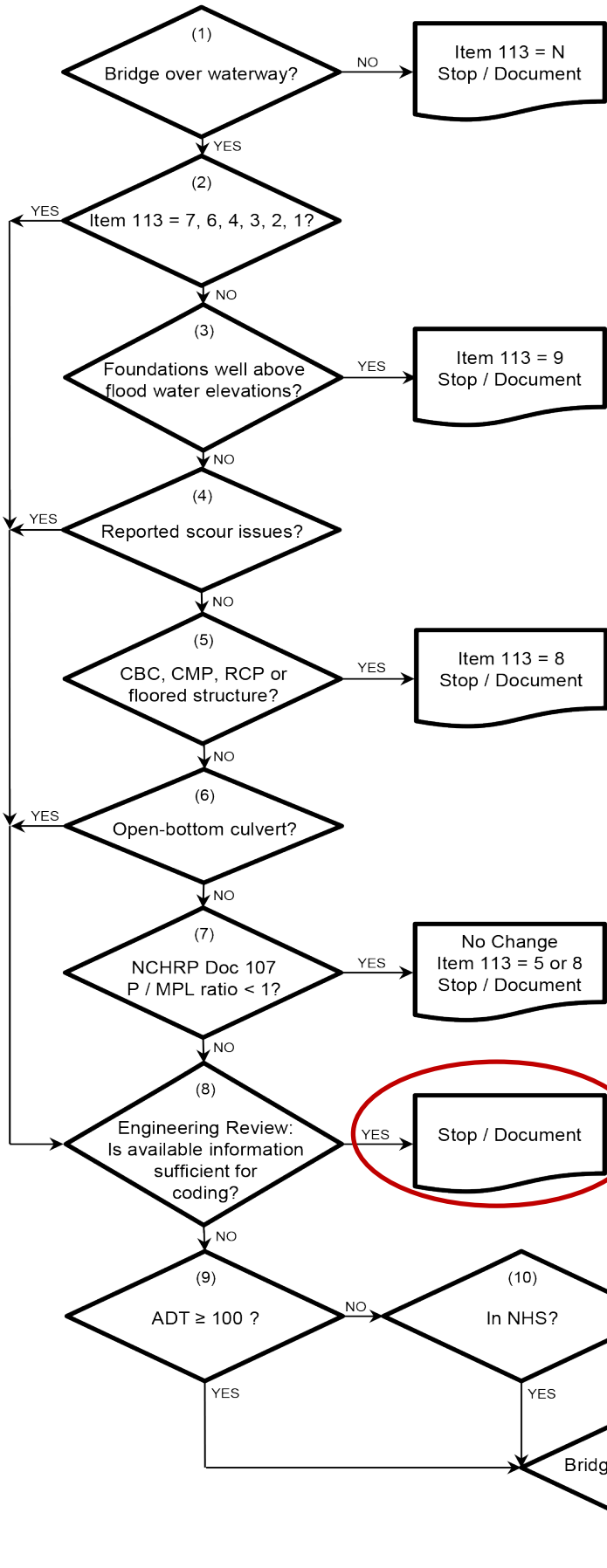
PLANS AVAILABLE AT TOWN OFFICES

BRIDGE REINSPECTED BUT NOT RERATED BY LONCO, INC.

Rated by <i>Ronald R. Alb...</i>	Date 9/12/96	Checked by <i>[Signature]</i>	Date 11/20/96
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CDOT OFF-SYSTEM BRIDGE SCOUR SCREENING CHART



STRUCTURE ID: MINTRN-TAYLORST
 FACILITY CARRIED: TAYLOR STREET
 FEATURE INTERSECTED: EAGLE RIVER

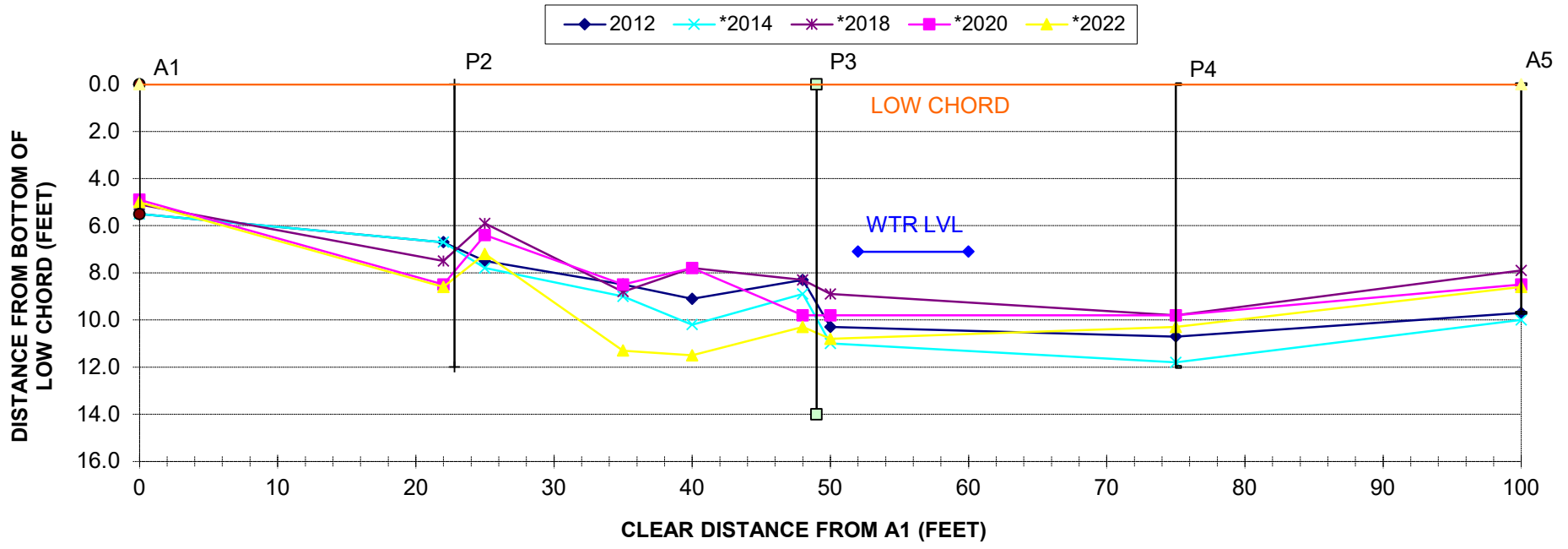
Structure Probability of Failure (P): 0.00025
 Minimum Performance Level (MPL): 0.001
 Ratio (P/MPL): 0.25

ITEM 113 = 3
 POA REQUIRED (Y/N): Y
 POA COMPLETION DATE: _____

EVALUATED BY: Kyle Nixon
 ORGANIZATION: Stantec Consulting
 DATE: 6/13/2016

REVIEWER COMMENTS:
 This bridge is currently coded 113 = "4". It came to individual review because it was flagged for scour in the bridge inspection record. Structure is a 4 span CICK built in 1950 and reconstructed in 1986. No construction plans showing foundations are available. Foundations are assumed to be concrete spread footings. Channel bed is rocky with silt fines. Portions of abutments and piers have riprap armoring; however, photos from 2012 show that armoring is inconsistent. The 11/19/2012 special scour probing inspection found up to 3'-6" of exposed footings at P3 and P4. North side of P3 was undercut 1 - 2 ft. SW corner of P4 was undercut 1 ft. Footing is exposed at A5. The 2014 inspection report also noted a scour hole downstream of pier P2 up to 2' deep. In 2016, foundations could not be accessed due to high flow. Channel flows impact south side of pier walls and A5 midway through bridge because upstream half of bridge is skewed 35 degrees from downstream half. Streambed history shows degradation up to 2 ft in Span 3 between 2006 and 2008. Bed has been generally stable since then. Due to undercut footings, this bridge is now scour critical. The recommendation for this bridge is to change Item 113 to "3" and prepare a POA for scour countermeasures. HEC-18 analysis is not useful due to rocky streambed. (QC by LML, 4/25/2017)

STREAMBED HISTORY



	0	22	25	35	40	48	50	75	100
2012	5.5	6.7	7.5	8.5	9.1	8.3	10.3	10.7	9.7
*2014	5.5	6.7	7.8	9.0	10.2	8.9	11.0	11.8	10.0
*2018	5.1	7.5	5.9	8.8	7.8	8.3	8.9	9.8	7.9
*2020	4.9	8.5	6.4	8.5	7.8	9.8	9.8	9.8	8.5
*2022	5.0	8.6	7.2	11.3	11.5	10.3	10.8	10.3	8.6

WTR LVL
8.3
4.8
6.9
7.1**
**

STRUCTURE NUMBER: MINTRN-TAYLORST
 INSPECTION DATE: 6/19/2022

PERFORMED BY: KP/SLR

* SWIFT FLOW - MEASUREMENTS MAY NOT BE ACCURATE.
 ** WATER LEVEL MEASURED IN SPAN 1.

To: Michelle Metteer
Town of Minturn/
Town Manager

From: Rachel Spicer
Project Manager

Date: 09/16/2022

Essential Repair Finding – MINTRN-TAYLORST

The following bridge is recommended for repairs as recently discovered by the bridge inspection program:

Responsible Party: Town of Minturn

Facility Carried: Taylor Street

Feature Intersected: Eagle River

ERF Color Code Classification: **YELLOW** (See definition at end of letter)

Structure Description: MINTRN-TAYLORST a four-span bridge with a concrete deck on steel girders founded on concrete piers.

Findings

During the follow-up inspection of this bridge on 9/7/2022, our inspector noted that all pier footings are exposed. The south pier (P2) north concrete collar/concrete blocks at the footing are undermined up to 10 inches back. The south pier (P3) footing is undermined up to 20 inches back on the upstream end. The south pier (P4) footing is undermined up to 24 inches back on the upstream end. The north abutment (A5) footing is also exposed and is undermined up to 13 inches back at mid-span. See the attached photos.

Recommendations

We recommend that scour countermeasures be installed at the piers and the north abutment footing within 90 days and be installed in accordance with an engineered design. Structure should be monitored after high-flow or flood events until countermeasures are installed. The Essential Repair for this structure has been given a **YELLOW** Priority.

Let us know your Plan of Action

CDOT would like to know your plan of action to repair or mitigate the above conditions. Please respond to this ERL within 14 days with a very brief plan of action that includes what repairs are planned and a general timeframe for when you expect repairs will be made.

Please let me know if you have any questions or if I can provide any additional information regarding this inspection.

Thank you for your time,

Rachel Spicer
rspicer@benesch.com

Inspector Printed Name: Samuel Lopez Rodriguez

Inspector Signature: *SOLR*

Date of Inspection: 9/07/2022

Senior Inspection Engineer Printed Name: Rachel Spicer

Senior Inspection Engineer Signature: *Rachel Spicer*

Date Reviewed: 9/16/22

By signing here, I have determined that the above description of Essential Bridge Repairs meets the established criteria set forth by CDOT Staff Bridge and that the repair is essential. Color code prioritization has been determined and notification of the above findings has been sent to the local agencies' public works or road and bridge departments.

Definition, Classification and Prioritization

Definition of Essential Bridge Repairs: Repairs necessary to ensure the safe and continued service of off-system major bridge structures. Examples of essential repair needs include but are not limited to: tension members identified as fracture critical members within the Structure File Data and which are damaged by natural or impact forces, a condition which results in a restriction of the maximum acceptable load carrying capacity of a structure to some value less than 27 Tons on the Type III, 3-axle truck at the Operating Rating level, three adjacent crushed stringers, three broken stringers in one span, two of which are adjacent to one another, stringers with rot at the ends, which may cause the stringer to fall off the timber cap, "mushrooming" for a depth of 2 inches on three adjacent stringers, rot in the top of 80 percent of all stringers in one span, which reduces the effective depth by 25 percent, rot in timber piles that affect the carrying-capacity of the structure, concrete girders with over 30 percent of the primary moment steel severed, loss of section in beam ends and/or spalls in concrete girder supports where girders have less than 80 percent bearing area remaining, steel members with over 30 percent section loss, steel or aluminum culverts including super spans with unusual section displacement and/or gaps at the point of overlap and cracks in bolt lines, scour greater than one foot since the last inspection which has caused vertical or horizontal displacement, scour under a spread footing, which has caused a loss of 15 percent of the bearing area.

When identifying a needed repair as essential, the Bridge Inspection Program Manager will classify the repair based on the appropriate time frame for addressing the problem as follows:

Classification	Legacy Color Code	Target Time Frame for Completion	Priority	Federal NBIS	Initial Notification	E-Mail Notification Time Frame	Follow-up Time Frame
Urgent Priority Repair	Orange	Within 30 days	Urgent		E-Mail Notification	Within 10 working days of finding	14 Calendar days of E-Mail
High Priority Repair	Yellow	Within 90 days	High		E-Mail Notification	Within 10 working days of finding	14 Calendar days of E-Mail
Moderate Priority Repair	Green	Within one year	Moderate		At presentation	As needed (not required)	As needed or At next inspection
Monitor	Blue	Specified in the letter	Monitor		E-Mail Notification	Within 10 working days of finding	As suggested in the notification
Low Priority Repair (maintenance item)	No Color	As funding allows	Low		Included with transfer files to Owner	N/A	At next inspection

CC:

Lynn E. Croswell, P.E., CDOT Bridge & Structure Inspection Engineer
 Natasha Butler, P.E., CDOT Bridge Asset Management Engineer
 Josh Dunbar, CDOT Structure Inspections Project Manager
 Andrew Brown, CDOT Bridge Inspections Project Manager
 Spencer Tucker, P.E., FHWA Division Bridge Engineer



Roadway looking south.



Pier 2 exposed footer.



P3 exposed footing at downstream end.



P3 south side undermined footing at upstream end.



P4 north side exposed footing.



P4 northwest corner exposed footing.



P4 south side exposed footing.



P4 southwest corner undermining at upstream end.



Abutment 5 exposed footing.

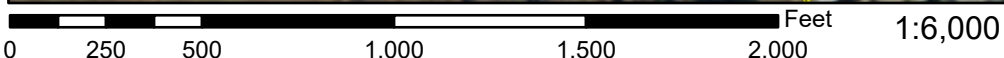
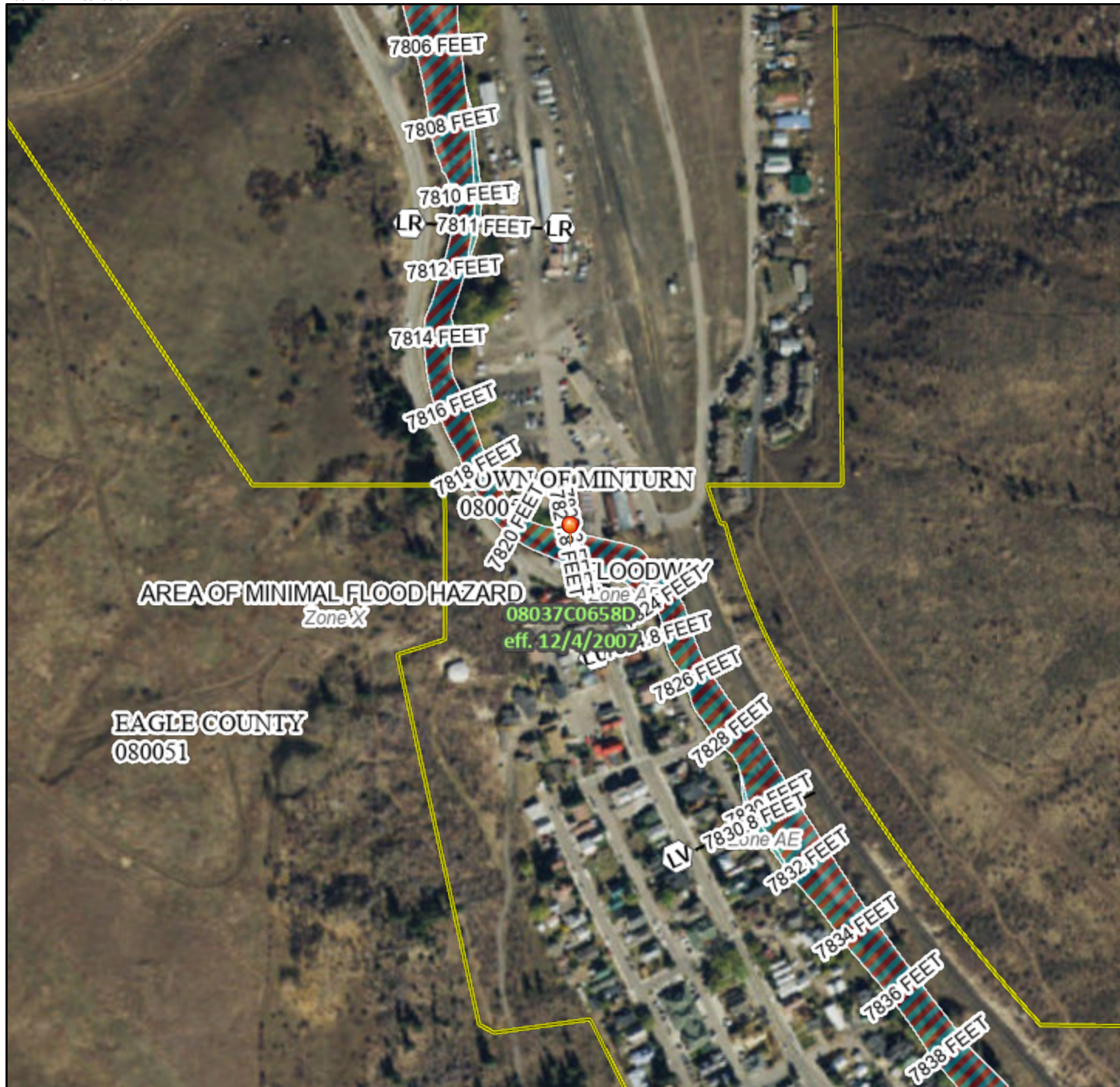


Abutment 5 undermining at mid-section.

National Flood Hazard Layer FIRMMette



106°26'12"W 39°35'36"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

Section 10, Item B.

SEE FIS REPORT FOR DETAILED LEGEND AND INFORMATION

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/28/2023 at 6:57 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community id, FIRM panel number, and FIRM effective date. Map is unmapped and unmodernized areas cannot be used for regulatory purposes.

STATE DEPARTMENT OF HIGHWAYS DIVISION OF HIGHWAYS - STATE OF COLORADO

COLORADO PROJECT NO. O.S.9944(2) EAGLE COUNTY

FEDERAL ROAD REGION NO.	DIVISION	PROJ. NO.	Section 10, Item B.	
XIII	COLORADO	O.S. 9944(2)	1	G
AS CONSTRUCTED				
NO REVISIONS	REVISION	DATE	VOID	
	10-8-76			

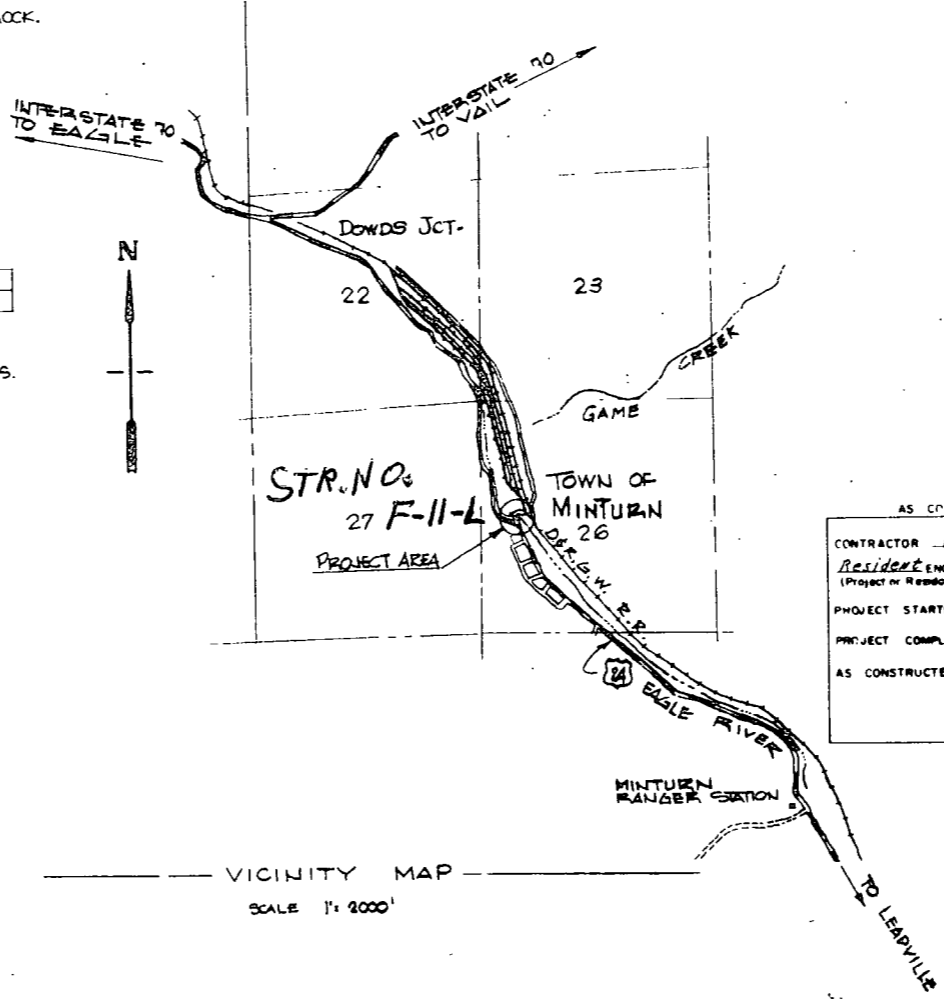
SECTION 26, T5S, R8W

GENERAL NOTES

- ALL WORK SHALL BE DONE ACCORDING TO THE STANDARD SPECIFICATIONS OF THE DIVISION OF HIGHWAYS, STATE OF COLORADO, APPLICABLE TO THE PROJECT.
 - ALL CONCRETE CHAMFERS SHALL BE 3/4" INCH UNLESS OTHERWISE NOTED.
 - ROUTINGS IN ROCK SHALL NOT BE FORMED BUT SHALL BE PLACED AGAINST UNDISTURBED ROCK.
 - FOR DETAILS OF STRUCTURE EXCAVATION & STRUCTURE BACKFILL, SEE STANDARD M-206-AB.
 - ALL STRUCTURAL STEEL NOT OTHERWISE NOTED SHALL BE A.A.S.H.T.O. SPECIFICATION M-183 (A.S.T.M. A-36).
 - ALL STRUCTURAL STEEL NOT OTHERWISE NOTED SHALL BE PAINTED IN ACCORDANCE WITH SECTION 509 FOR SPRUCE GREEN PAINT.
 - NO WELDING OF ANY KIND SHALL BE PERMITTED ON THE FLANGES OF STEEL GIRDERS UNLESS SPECIFICALLY CALLED FOR ON THE PLANS.
 - THE FOLLOWING TABLE SHOWS THE MINIMUM LAP FOR COMMON BAR SIZES.
- | BAR SIZE NUMBER | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-----------------|-------|-------|-------|-------|-------|--------|--------|-------|
| SPLICE LENGTH | 1'-0" | 1'-2" | 1'-8" | 2'-3" | 3'-0" | 3'-10" | 4'-10" | 6'-0" |
- GRADE 60 REINFORCING STEEL REQUIRED FOR #5 AND LARGER BARS.
 - GRADE 40 OR GRADE 60 REINFORCING STEEL MAY BE FURNISHED FOR #4 BARS.

LOADING DATA
 LIVELOAD: A.A.S.H.T.O. HS-20-44
 DEADLOAD: ASSUMES 25 LBS. PER SQ. FT. FOR BITUMINOUS PAVEMENT

DESIGN DATA
 A.A.S.H.T.O. 1973 UNIT STRESSES, EXCEPT AS NOTED
 REINFORCING CONCRETE: #5 BARS & LARGER $f_c = 24,000$ P.S.I.
 #4 BARS $f_c = 20,000$ P.S.I.
 $f_s = 12,000$ P.S.I. $n = 10$
 STRUCTURAL STEEL: A.A.S.H.T.O. M183 (A.S.T.M. A-36) $F_y = 20,000$ P.S.I.



VICINITY MAP
SCALE 1" = 2000'

INDEX OF SHEETS

NO.	SHEET TITLE
①	COVER SHEET
②	SUMMARY OF APPROXIMATE QUANTITIES
③	EXISTING BRIDGE / DRILLING LOG
④	DECK LAYOUT
⑤	TYPICAL BRIDGE SECTION
⑥	PIER & ABUTMENT DETAILS

"H" STANDARDS		
M-206-AB	EXCAVATION AND BACKFILL FOR STRUCTURES (3 SHEETS)	4-16-76
M-500-A	LETTERS AND FIGURES FOR STRUCTURE NUMBERS	3-28-75
M-614-TB	TRAFFIC SIGNING FOR HIGHWAY CONSTRUCTION (3 SHEETS)	11-22-71

"S" STANDARDS		
S-614-52A	BARRICADES, DRUMS AND VERTICAL PANEL CHANNELIZING DEVICES	12-4-74

AS CONSTRUCTED INFORMATION
 CONTRACTOR WYCON CONST CO
 Resident ENGINEER J.E. NIMON
 (Project or Revision)
 PROJECT STARTED JULY 21, 1976
 PROJECT COMPLETED OCT 8, 1976
 AS CONSTRUCTED PLANS APPROVED [Signature]
 Dist. Const. Engr. 11/17/77
 TITLE _____ DATE _____

DIVISION OF HIGHWAYS
 APPROVED [Signature]
 CHIEF ENGINEER DATE 6/9/76



NO.	REVISION	DATE	BY
	MINTURN BRIDGE WIDENING MINTURN, COLORADO		
	STEEL GIRDER BRIDGE WIDENING METAL DECK BRIDGE PLANK W/ ASPHALT OVERLAY 4 EA. SIMPLE SPANS @ 25' ± TOTAL LENGTH 100' ± OVER EAGLE RIVER AT MINTURN, TIMBER PEDESTRIAN WALKWAY		
	ELDORADO ENGINEERING COMPANY CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS P.O. BOX 669 GLENWOOD SPRINGS, COLORADO 81601 TELEPHONE 1-303-945-6596		

SUMMARY OF APPROXIMATE QUANTITIES

AS CONSTRUCTED
NO REVISIONS REVISED 70-8-78 VOID

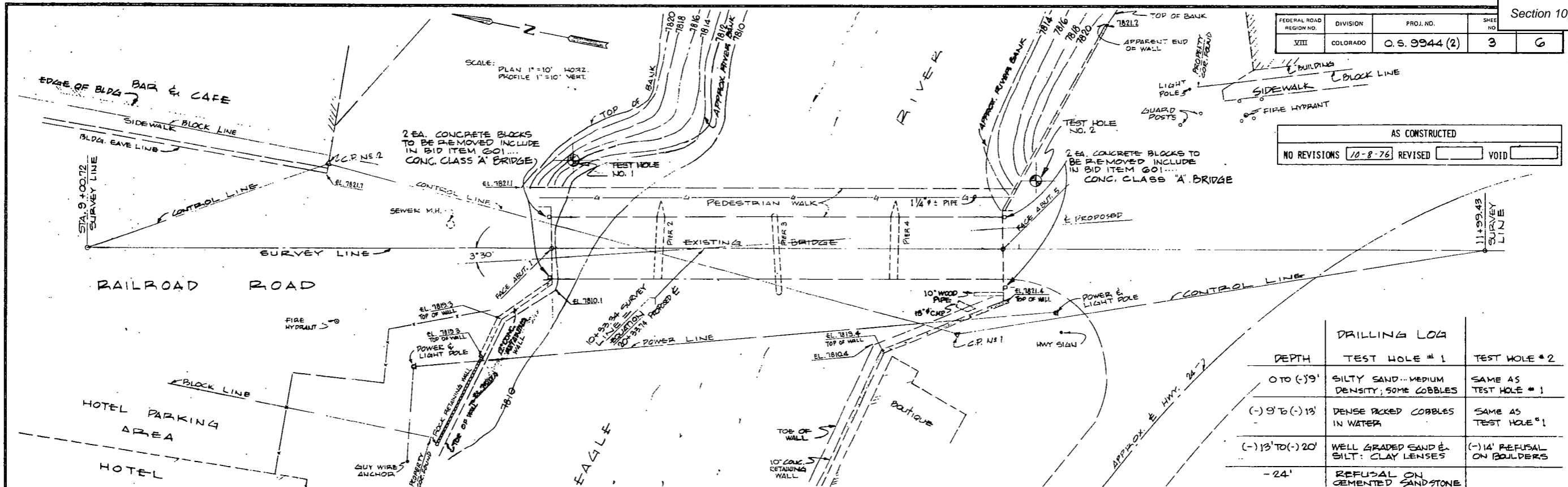
FEDERAL ROAD DISTRICT NO. DIVISION PROJ. NO.
XIII COLORADO OS. 9944(2)

Section 10, Item B.

INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROADWAY	STRUCTURE STA. 19+99.25 TO STA. 20+97.75	ABUT. NO. 1	PIER NO. 2	PIER NO. 3	PIER NO. 4	ABUT. NO. 5	PROJECT TOTALS	FINAL	DIFF	%
BOOK	PAGE	SHEET														
1	40		202	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	LUMP SUM		•						•	•	0	100
1	40		206	STRUCTURE EXCAVATION	CU. YD.		249	108' (60)	21' (25)	15' (24)	25' (27)	74' (113)	249	243	-6	98
1	40		206	STRUCTURE BACKFILL (CLASS I)	CU. YD.		84	65' (45)				30' (39)	84	95	+11	113
1	40		210	RESET GUARD RAIL TYPE 3	LIN. FT.		200						200	192.4	-7.6	96
1	40		403	HOT BITUMINOUS PAVEMENT (GRADING 'E') (HAUL & ASPHALT)	TON		58						72	92.1	+20.1	128
1	40		506	HEAVY RIPRAP	CU. YD.		48	(15)	9' (7)	10' (7)	11' (7)	5' (12)	48	50	+2	104
1	40		508	TREATED TIMBER	M.F.B.M.		2.7						2.7	2.7	0	100
1	40		509	STRUCTURAL STEEL	POUND		32000						32000	34,451	+2,451	108
1	40		601	CONCRETE CLASS A (BRIDGE)	CU. YD.		176	40.91' (36)	32.29' (34)	29.48' (32)	32.71' (36)	39.54' (38)	176	179.93	-1.07	100
1	40		509	ALTER & ERECT STRUCTURAL STEEL	LUMP SUM		L.S.						L.S.	•	0	100
1	40		517	CORRUGATED STEEL BRIDGE PLANK	SQ. FT.		2400						2400	2,502	+102	104
1	40		602	REINFORCING STEEL	POUND		3570	(834) 1172	(606) 646	(506) 537	(621) 653	(315) 812	3570	3820 3,795	250 +225	107 106
1	40		606	GUARD RAIL TYPE 3 (6-3 POST SPACING)	LIN. FT.	48							48	50	+2	104
1	40		614	FLAGGING	HR.		100						100	2	-98	2
1	40		620	FIELD LABORATORY	EACH		1						1	1	0	100
1	40			F/A 01 (Pier #2 Stabilization & Add 1" Plates for Girders)									\$1,000.00	\$1,123.69	+\$123.69	112
1	40			CMO 2195 (Repair damage caused by Accident)									1,100.00	1,170.77	+70.77	106
1	40			CMO 2197 (Authorize Use of AC-10)									0.00	0.00	0	100
1	40			CMO 2198 (Change Skew of Piers)									0.00	0.00	0	100
1	40		620	SANITARY FACILITY	EACH		1						1	1	0	100
1	40		626	MOBILIZATION	LUMP SUM		•						•	•	0	100
				FORCE ACCOUNT												
			F/A01	MINOR CONTRACT REVISIONS	LUMP SUM		•						•	•	0	100

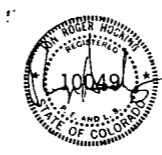
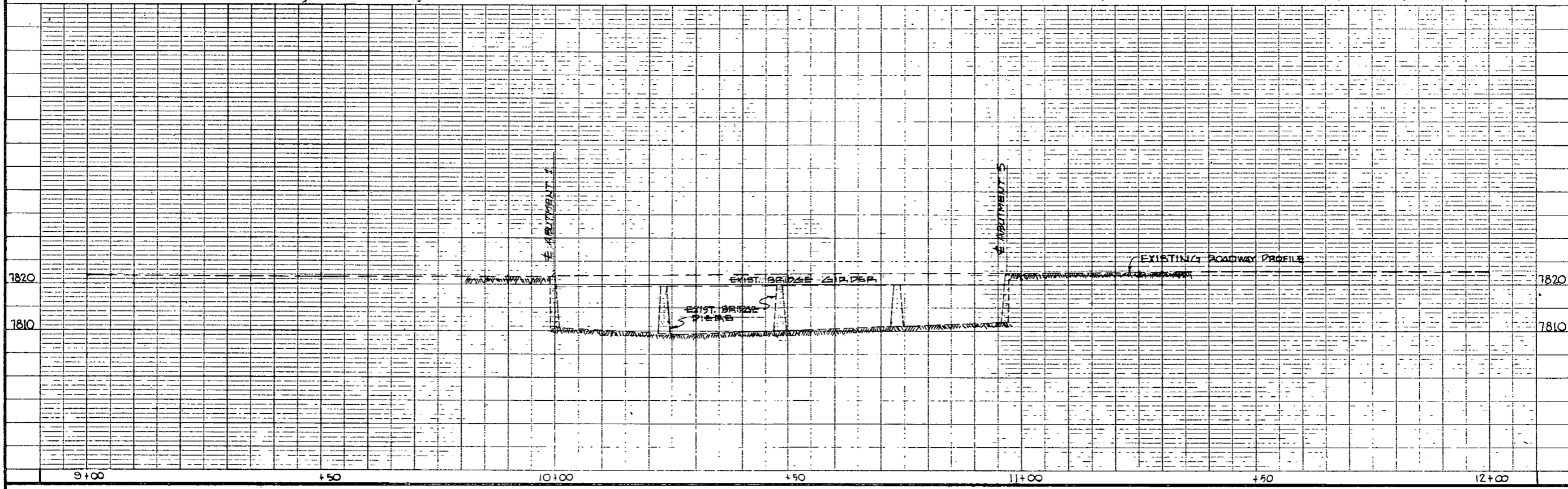
REV 11-30-76

FEDERAL ROAD REGION NO.	DIVISION	PROJ. NO.	SHEET NO.
VIII	COLORADO	O.S. 9944 (2)	3



AS CONSTRUCTED
NO REVISIONS 10-8-76
REVISED
VOID

DEPTH	TEST HOLE # 1	TEST HOLE # 2
0 TO (-)9'	SILTY SAND... MEDIUM DENSITY; SOME COBBLES	SAME AS TEST HOLE # 1
(-)9' TO (-)13'	DENSE PACKED COBBLES IN WATER	SAME AS TEST HOLE # 1
(-)13' TO (-)20'	WELL GRADED SAND & SILT; CLAY LENSES	(-)14' REFUSAL ON BOULDERS
-24'	REFUSAL ON CEMENTED SANDSTONE	



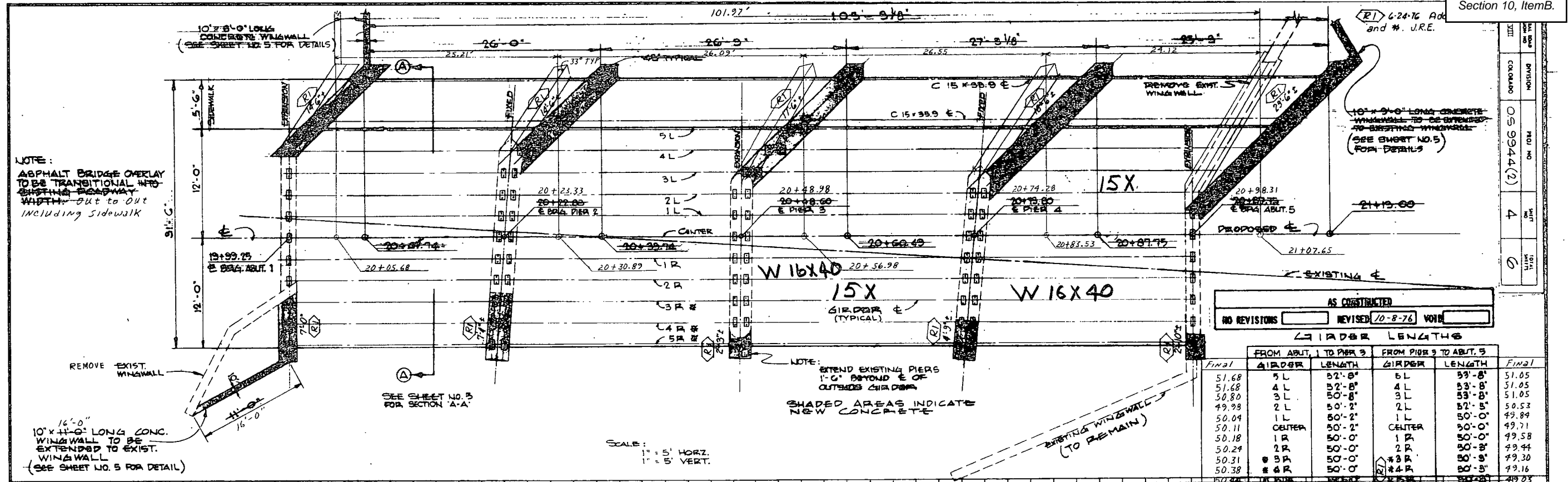
MINTURN BRIDGE WIDENING
MINTURN, COLORADO
O.S. 9944 (2)

EXISTING BRIDGE

Job: 76010
Drawn: A.O.P.
Appr: J.R.H.
Date: APRIL '76
Scale: NOTED

ELDORADO ENGINEERING COMPANY CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS
818 COLORADO AVENUE P.O. BOX 669 GLENWOOD SPRINGS, COLORADO 81601 303 945 6917

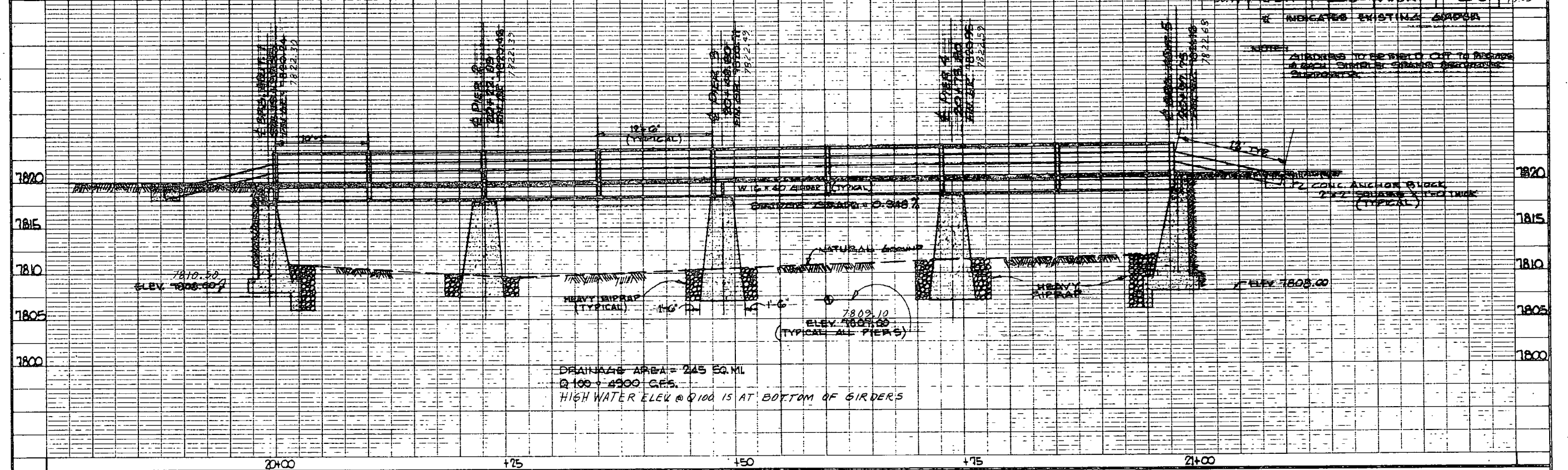
Sheet: 3 of 6



AS CONSTRUCTED
 NO REVISIONS REVISED 10-8-76 VOID

GIRDER LENGTHS

Final	FROM ABUT. 1 TO PIER 3		FROM PIER 3 TO ABUT. 5		Final
	GIRDER	LENGTH	GIRDER	LENGTH	
51.68	5L	52'-8"	6L	59'-8"	51.05
51.68	4L	52'-8"	4L	53'-8"	51.05
50.80	3L	50'-8"	3L	53'-8"	51.05
49.98	2L	50'-2"	2L	52'-5"	50.53
50.04	1L	50'-2"	1L	50'-0"	49.89
50.11	CENTER	50'-2"	CENTER	50'-0"	49.71
50.18	1R	50'-0"	1R	50'-0"	49.58
50.24	2R	50'-0"	2R	50'-3"	49.44
50.31	# 3R	50'-0"	# 3R	50'-3"	49.30
50.38	# 4R	50'-0"	# 4R	50'-3"	49.16
50.44	# 5R	50'-0"	# 5R	50'-3"	49.03



NOTE:
 ASPHALT BRIDGE OVERLAY
 TO BE TRANSITIONAL INTO
 EXISTING ROADWAY
 WIDTH - OUT TO OUT
 INCLUDING SIDEWALK

NOTE:
 10' x 11'-0" LONG CONC.
 WINGWALL TO BE
 EXTENDED TO EXIST.
 WINGWALL
 (SEE SHEET NO. 5 FOR DETAIL)

NOTE:
 EXTEND EXISTING PIERS
 1'-0" BEYOND E OF
 OUTSIDE CHORD
 SHADED AREAS INDICATE
 NEW CONCRETE

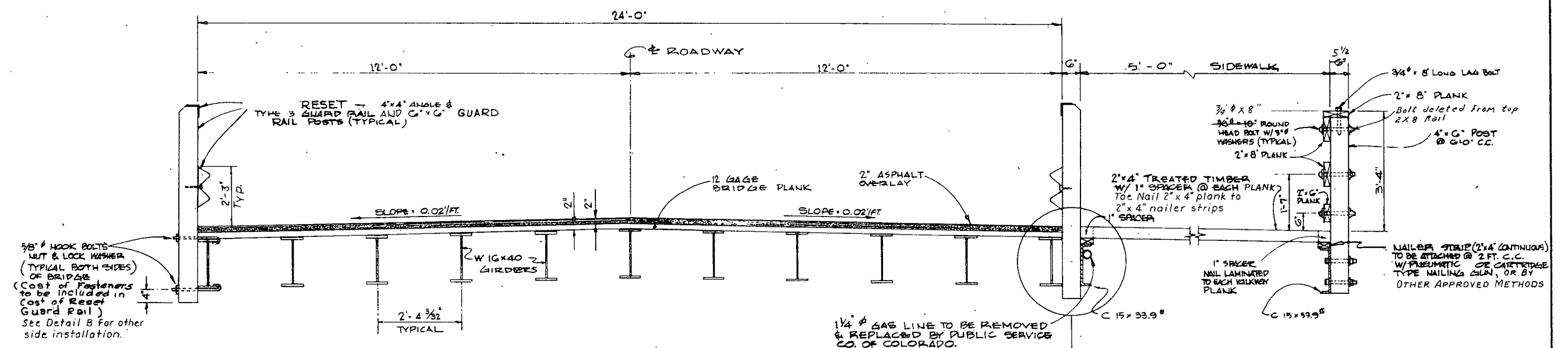
SCALE:
 1" = 5' HORIZ.
 1" = 5' VERT.

MINTURN BRIDGE WIDENING
 MINTURN, COLORADO
 05.9944 (2)
 DECK LAYOUT

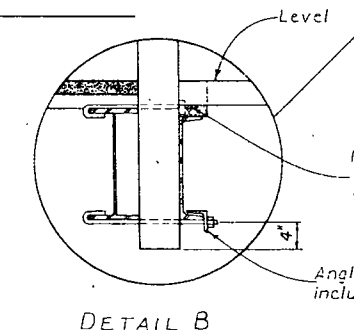


ELDORADO ENGINEERING COMPANY CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS
 818 COLORADO AVENUE P.O. BOX 669 GLENWOOD SPRINGS, COLORADO 81601 303-845-8917

PROJECT NO.	05.9944 (2)
DIVISION	4
DATE	APRIL 76
SCALE	NOTED



TYPICAL BRIDGE SECTION
(SECTION A-A SHEET NO. 4)
SCALE: 3/4" = 1'-0"



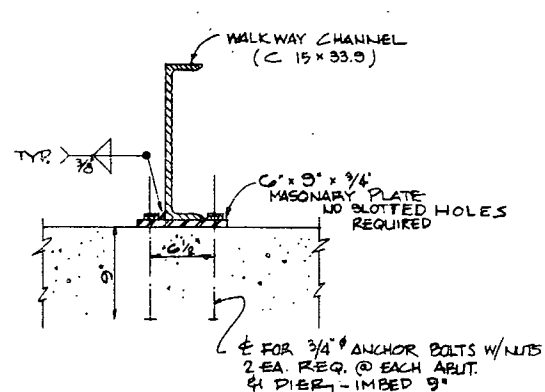
NOTE:
USE EXISTING STEEL CHANNELS FOR SIDEWALK SUPPORT BEAMS (C 15x33.9)

ALL TIMBER COMPONENTS TO BE TREATED IN ACCORDANCE WITH FEDERAL STANDARD FT-W-580 AND THE AMERICAN WOOD PRESERVERS STANDARD L.P.-22

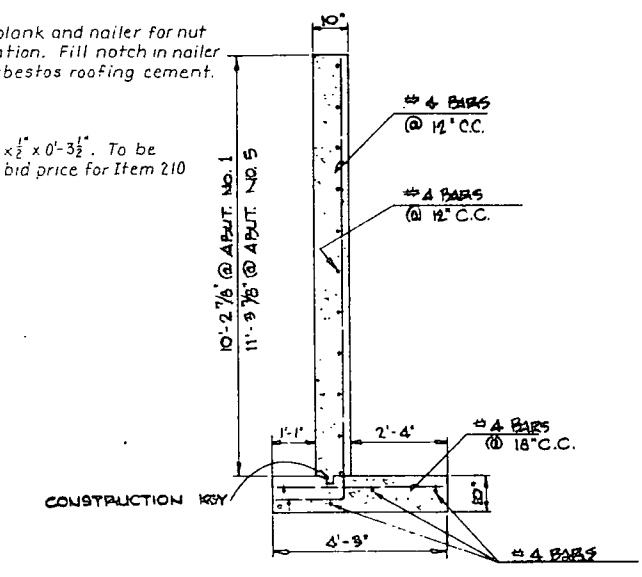
ALL WALKWAY TIMBER S4S

CONSTRUCTION SCHEDULE

1. PERFORM PIER & ABUTMENT ADDITIONS ON DOWN-STREAM SIDE OF BRIDGE. CONTACT PUBLIC SERVICE CO. TO PLACE TEMPORARY GAS LINE ON DOWN STREAM SIDE.
2. REMOVE EXISTING PEDESTRIAN WALKWAY.
3. PERFORM PIER & ABUTMENT ADDITIONS ON UPSTREAM SIDE OF BRIDGE
4. REMOVE EXISTING BRIDGE ROADWAY
5. PLACE EXISTING CHANNEL BEAMS AT NEW PEDESTRIAN WALKWAY, EAST GUARDRAIL POSTS, EAST OUTSIDE GIRDER AND CONSTRUCT NEW WALKWAY COMPLETELY.
6. SET NEW AND SALVAGED ROADWAY BEAMS AND CONSTRUCT ROADWAY.



TYPICAL WALKWAY BEARING DETAIL
SCALE: 3/4" = 1'-0"



TYPICAL WINGWALL DETAIL
SCALE: 1/2" = 1'-0"



NO.	REVISION	DATE	BY

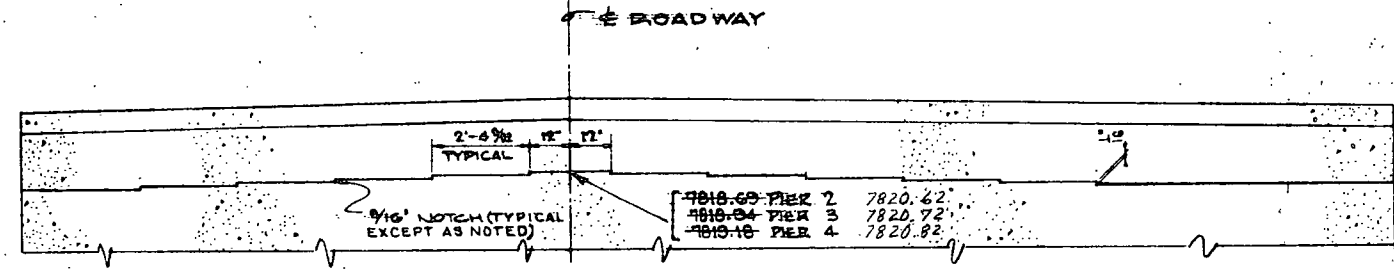
MINTURN BRIDGE WIDENING
MINTURN, COLORADO
0.S. 9944 (2)

TYPICAL BRIDGE SECTION

ELDORADO ENGINEERING COMPANY CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS
P.O. BOX 669 GLENWOOD SPRINGS, COLORADO 81601 TELEPHONE 1-303-449-0993

AS CONSTRUCTED
 NO REVISIONS [] REVISED 10-8-74 VOTE []

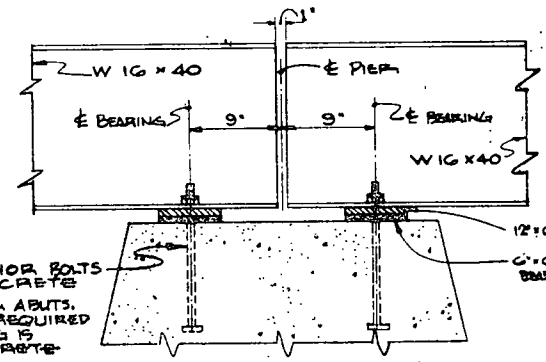
FEDERAL ROAD REGION NO.	DISTRICT	PROJ. NO.
VIII	COLORADO	O.S. 9944(2)



ELEVATION BEARING SEAT

SCALE: 1/2" = 1'-0"

7818.60 PIER 2	7820.42
7818.84 PIER 3	7820.72
7819.18 PIER 4	7820.82

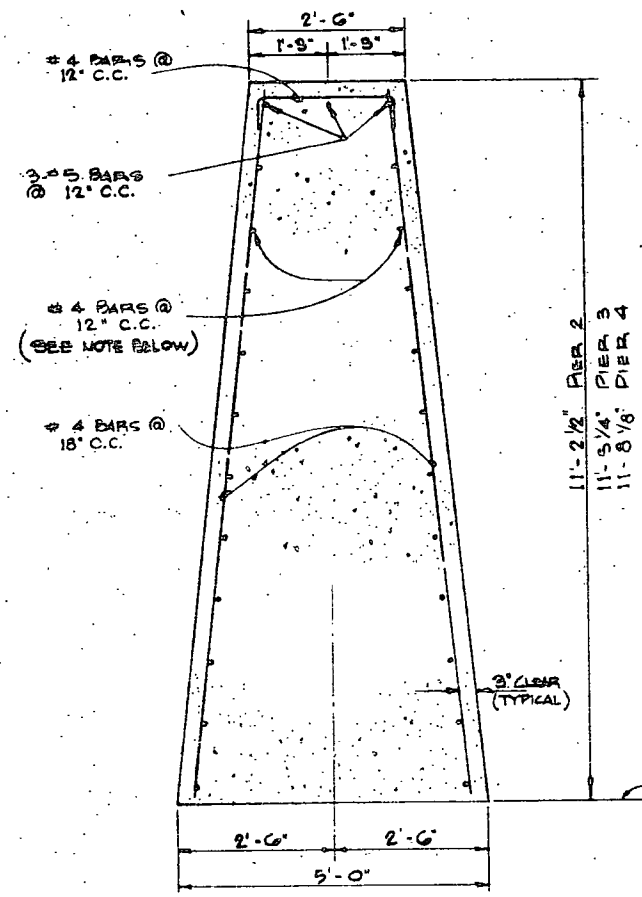


PIERS NO. 2, 3, & 4 BEARING SEAT DETAIL

SCALE: 1/2" = 1'-0"

NOTE:

ALL EXISTING BEARING SEATS ON ALL ABUTMENTS AND PIERS ARE TO BE RAISED 6" IN ELEVATION BY POURING A 6" CONCRETE CAP. ANCHOR BOLTS ARE TO BE EMBEDDED IN THIS 6" CAP ONLY ABOVE EXISTING CONCRETE. (SEE DETAIL 'A')

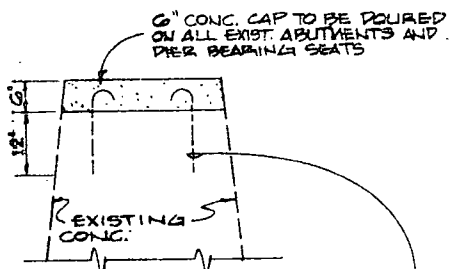


TYPICAL PIER EXTENSION DETAIL

SCALE: 3/4" = 1'-0"

NOTE:

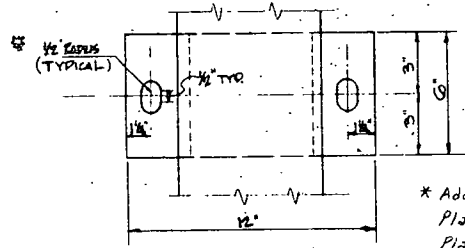
EVERY 3RD HORIZONTAL REINFORCING BAR TO BE DRILLED & GROUTED 9" INTO EXISTING PIER WALLS. (TYPICAL PIER EXTENSIONS) INCLUDE IN ITEM 601 CONCRETE CLASS 'A' BRIDGE



DRILL & GROUT #4 BARS @ 36" C.C. AS SHOWN (INCLUDE IN ITEM 601 CONCRETE) CLASS A BRIDGE

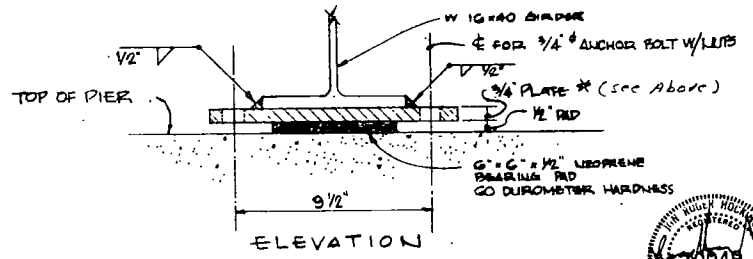
DETAIL 'A'

SCALE: 3/4" = 1'-0"



PLAN

* Additional 1" X 6" X 7" Steel Brg Plate Placed on 3/4" X 6" X 12" Brg Plate Where Original Beams Were Rested.

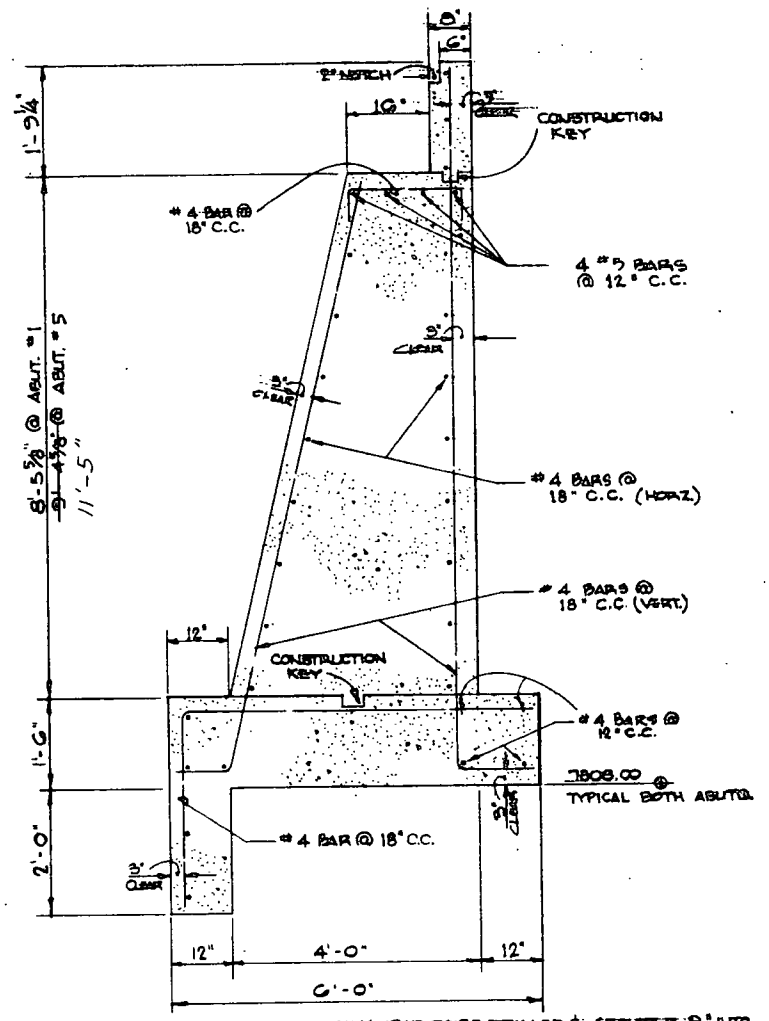


ELEVATION

TYPICAL BEARING PLATE

* SLOTTED SOLE PLATES TO BE PROVIDED FOR ALL BEARINGS AT ABUT. 1, PIER 3 & ABUT. 5 - 1" HOLES AT PIERS 2 & 4

SCALE: 3" = 1'-0"

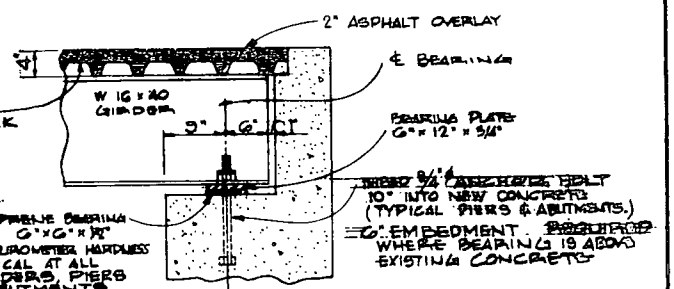


TYPICAL ABUTMENT DETAIL

SCALE: 3/4" = 1'-0"

NOTE:

EVERY 3RD HORIZONTAL REINFORCING BAR TO BE DRILLED & GROUTED 9" INTO EXISTING ABUT. WALLS. (INCLUDE IN ITEM 601 CONCRETE CLASS 'A' BRIDGE)



ABUTMENT NO. 1 & 5 BEARING SEAT DETAIL

SCALE: 1" = 1'-0"

NO.	REVISION	DATE	BY

MINTURN BRIDGE WIDENING
 MINTURN, COLORADO
 O.S. 9944(2)

PIER & ABUTMENT DETAILS

Eldorado Engineering Company CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS
 P.O. BOX 669 GLENWOOD SPRINGS, COLORADO 81601 TELEPHONE 1-303-945-6593

Channel Report

Section 10, ItemB.

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Friday, Jun 30 2023

Bellum Bridge @ 3490 cfs

User-defined

Invert Elev (ft) = 7809.50
Slope (%) = 0.50
N-Value = 0.035

Highlighted

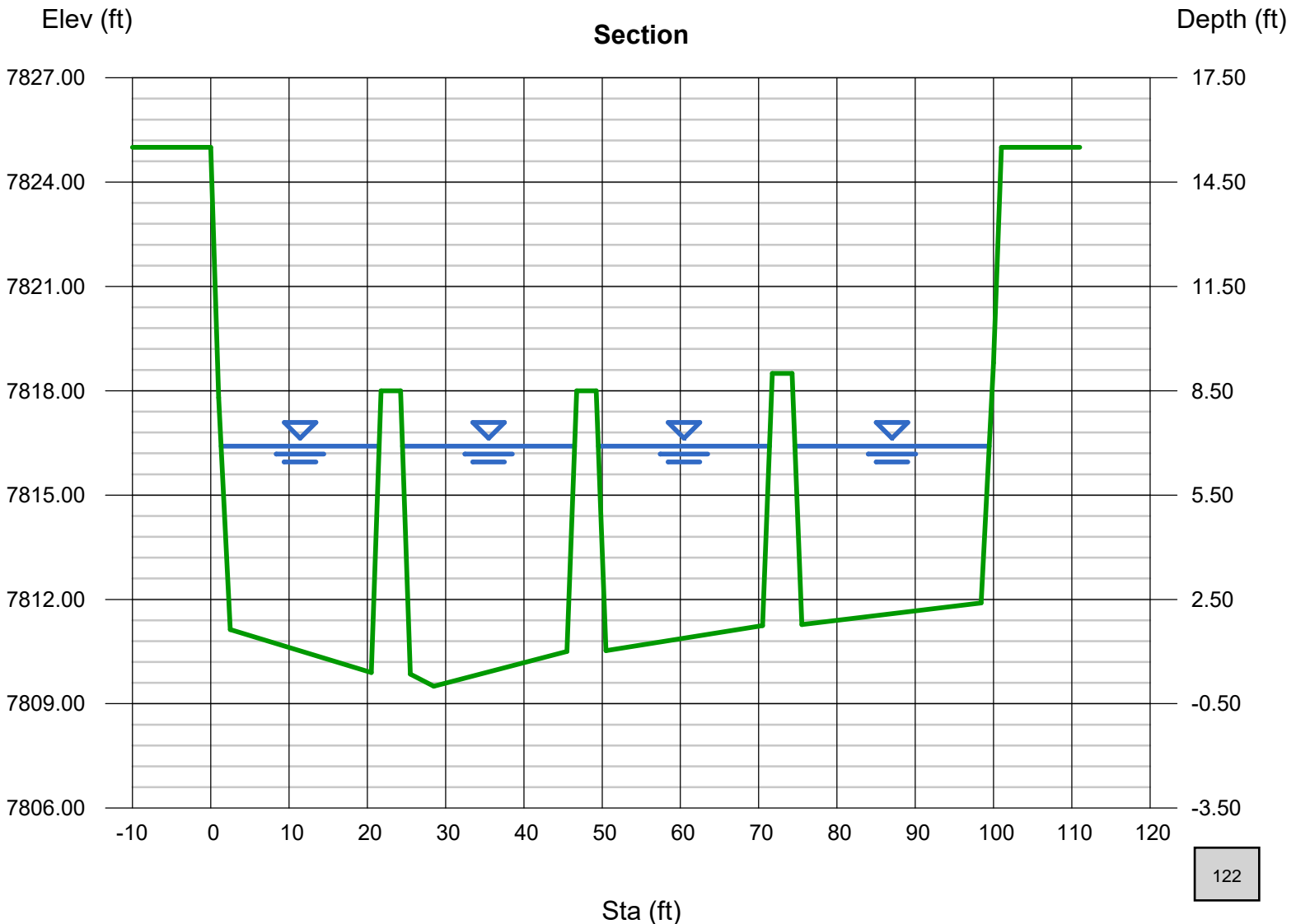
Depth (ft) = 6.91
Q (cfs) = 3,490
Area (sqft) = 478.53
Velocity (ft/s) = 7.29
Wetted Perim (ft) = 126.68
Crit Depth, Yc (ft) = 5.10
Top Width (ft) = 88.89
EGL (ft) = 7.74

Calculations

Compute by: Known Q
Known Q (cfs) = 3490.00

(Sta, El, n)-(Sta, El, n)...

(0.00, 7825.00)-(1.00, 7817.80, 0.035)-(2.50, 7811.13, 0.035)-(20.50, 7809.90, 0.035)-(21.75, 7818.00, 0.035)-(24.25, 7818.00, 0.035)-(25.50, 7809.85, 0.035)
-(28.50, 7809.50, 0.035)-(45.50, 7810.50, 0.035)-(46.75, 7818.00, 0.035)-(49.25, 7818.00, 0.035)-(50.50, 7810.53, 0.035)-(70.50, 7811.25, 0.035)-(71.75, 7818.50, 0.035)
-(74.25, 7818.50, 0.035)-(75.50, 7811.28, 0.035)-(98.40, 7811.90, 0.035)-(100.00, 7818.80, 0.035)-(101.00, 7825.00, 0.035)



Channel Report

Section 10, ItemB.

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Friday, Jun 30 2023

Bellum Bridge @ 4900 cfs

User-defined

Invert Elev (ft) = 7809.50
 Slope (%) = 0.50
 N-Value = 0.035

Highlighted

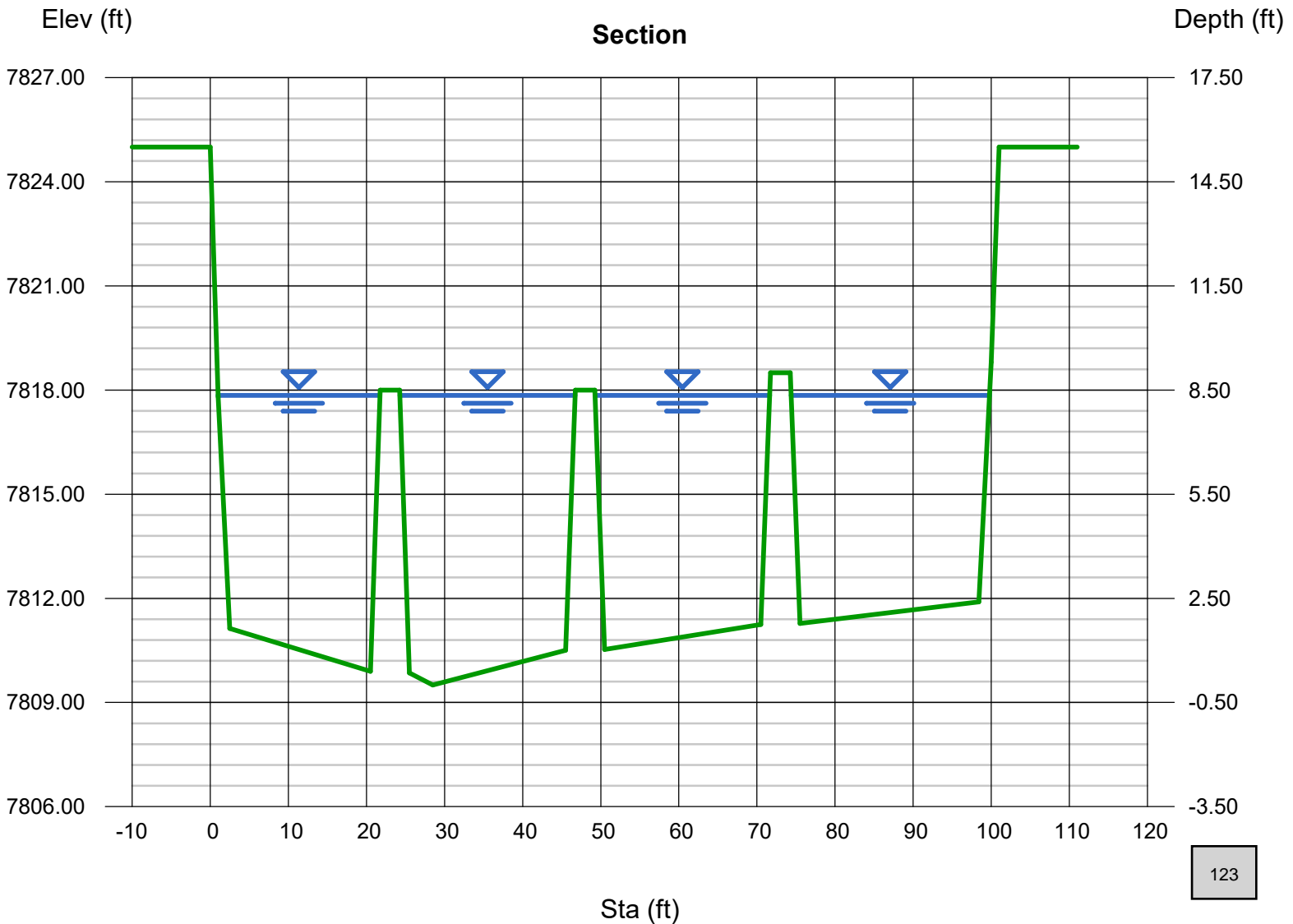
Depth (ft) = 8.35
 Q (cfs) = 4,900
 Area (sqft) = 608.02
 Velocity (ft/s) = 8.06
 Wetted Perim (ft) = 138.39
 Crit Depth, Yc (ft) = 6.06
 Top Width (ft) = 90.97
 EGL (ft) = 9.36

Calculations

Compute by: Known Q
 Known Q (cfs) = 4900.00

(Sta, El, n)-(Sta, El, n)...

(0.00, 7825.00)-(1.00, 7817.80, 0.035)-(2.50, 7811.13, 0.035)-(20.50, 7809.90, 0.035)-(21.75, 7818.00, 0.035)-(24.25, 7818.00, 0.035)-(25.50, 7809.85, 0.035)-
 -(28.50, 7809.50, 0.035)-(45.50, 7810.50, 0.035)-(46.75, 7818.00, 0.035)-(49.25, 7818.00, 0.035)-(50.50, 7810.53, 0.035)-(70.50, 7811.25, 0.035)-(71.75, 7818.50, 0.035)-
 -(74.25, 7818.50, 0.035)-(75.50, 7811.28, 0.035)-(98.40, 7811.90, 0.035)-(100.00, 7818.80, 0.035)-(101.00, 7825.00, 0.035)



Eagle River Bellm Bridge Temporary Scour Protection Calculations
 BC-84W-1.0-NSV 100yr Event Riprap Size for Scour Protection at Abutments
 Adapted from HEC-23 (FHWA-NHI-09-112, 2009) Design Guideline 14:

$$D_{50} = y \times \left[\frac{K}{(S_s - 1)} \right] \times \left[\left(\frac{V_c^2}{g \times y} \right)^a \right] \quad Fr = \frac{V_c}{\sqrt{g \times y}} \quad V_c = \frac{Q_c}{A_c}$$

set – back distance (ft) from abutment toe to channel overbank
 (= 0 if abutment is within main channel)

$$SBR = \frac{\text{set-back distance (ft)}}{\text{average channel flow depth (ft)}}$$

- D_{50} = median stone size (ft).
- y = depth of flow in bridge opening (ft).
- S_s = Specific Gravity of the riprap stone
 = 0.89 for spill-through abutment if $Fr \leq 0.80$,
 = 1.02 for vertical abutment if $Fr \leq 0.80$,
- K = 0.61 for spill-through abutment if $Fr > 0.80$,
 = 0.69 for vertical abutment if $Fr > 0.80$.
- V_c = Characteristic Velocity (ft/sec).
- g = gravitational acceleration (32.2ft/s²).
- a = 1 if $Fr \leq 0.80$, 0.14 if $Fr > 0.80$.
- Q_c = Flow in characteristic area (cfs).
- A_c = Flow area in characteristic area (ft²/sec).

Characteristic area: If both abutment SBR's are less than 5, characteristic area is the entire area of flow in the bridge opening; or If one abutment SBR is less than 5 and the other is not, the characteristic area for the abutment that does not have an SBR of less than 5 is the overbank area, and the characteristic area for the abutment with the SBR of less than 5 is the flow area of the channel plus the overbank for that abutment (all within the bridge opening); or if an abutment SBR is not less than 5, characteristic area for that abutment is the area of overbank flow (within the bridge opening) for that abutment.

Left	
Set-back Distance (ft):	0.00
Average Channel Flow Depth (ft):	6.20
SBR =	0.00
Characteristic Area =	Entire Flow Area
Q_c (cfs):	3,490
A_c (ft ²):	479
V_c (ft/sec) =	7.29
y (ft):	6.90
Fr =	0.49
a :	1.00
S_s :	2.25
Abutment Type:	Vertical
K :	1.02

Result:

$$D_{50} = 1.35 \quad (\text{ft})$$

Resulting Theoretical Riprap Gradation		
	Stone Size (in)	
	Min	Max
d_{15}	9.4	13.4
d_{50}	14.6	17.8
d_{85}	19.9	23.6
d_{100}	---	30.7

USE d50 = 18", 36" Thick

Right
N/A
SBR Right < 5
AND
SBR Left < 5
Therefore
No difference in Riprap
(Left vs Right)

USE d50 = 18", 30" Thick

Eagle River Bellm Bridge Temporary Scour Protection Calculations
 BC-84W-1.0-NSV 500yr Event Riprap Size for Scour Protection at Abutments
 Adapted from HEC-23 (FHWA-NHI-09-112, 2009) Design Guideline 14:

$$D_{50} = y \times \left[\frac{K}{(S_s - 1)} \right] \times \left[\left(\frac{V_c^2}{g \times y} \right)^a \right] \qquad Fr = \frac{V_c}{\sqrt{g \times y}} \qquad V_c = \frac{Q_c}{A_c}$$

set – back distance (ft) from abutment toe to channel overbank
 (= 0 if abutment is within main channel)

$$SBR = \frac{\text{set – back distance (ft)}}{\text{average channel flow depth (ft)}}$$

- D_{50} = median stone size (ft).
- y = depth of flow in bridge opening (ft).
- S_s = Specific Gravity of the riprap stone
 = 0.89 for spill-through abutment if $Fr \leq 0.80$,
 = 1.02 for vertical abutment if $Fr \leq 0.80$,
 = 0.61 for spill-through abutment if $Fr > 0.80$,
 = 0.69 for vertical abutment if $Fr > 0.80$.
- K = Characteristic Velocity (ft/sec).
- V_c = gravitational acceleration (32.2ft/s²).
- g = 1 if $Fr \leq 0.80$, 0.14 if $Fr > 0.80$.
- a = Flow in characteristic area (cfs).
- Q_c = Flow area in characteristic area (ft²/sec).
- A_c = Flow area in characteristic area (ft²/sec).

Characteristic area: If both abutment SBR's are less than 5, characteristic area is the entire area of flow in the bridge opening; or If one abutment SBR is less than 5 and the other is not, the characteristic area for the abutment that does not have an SBR of less than 5 is the overbank area, and the characteristic area for the abutment with the SBR of less than 5 is the flow area of the channel plus the overbank for that abutment (all within the bridge opening); or if an abutment SBR is not less than 5, characteristic area for that abutment is the area of overbank flow (within the bridge opening) for that abutment.

Left	
Set-back Distance (ft):	0.00
Average Channel Flow Depth (ft):	6.90
SBR =	0.00
Characteristic Area =	Entire Flow Area
Q_c (cfs):	4,900
A_c (ft ²):	643
V_c (ft/sec) =	7.62
y (ft):	8.30
Fr =	0.47
a :	1.00
S_s :	2.25
Abutment Type:	Vertical
K :	1.02

Right	
N/A	
SBR Right < 5	
AND	
SBR Left < 5	
Therefore	
No difference in Riprap	
(Left vs Right)	

Result:

$D_{50} = 1.47$ (ft)

Resulting Theoretical Riprap Gradation		
	Stone Size (in)	
	Min	Max
d_{15}	10.2	14.7
d_{50}	15.9	19.4
d_{85}	21.7	25.8
d_{100}	---	33.6

USE $d_{50} = 18"$, 36" Thick

USE $d_{50} = 24"$, 42" Thick

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevation (BFEs)** and/or **Floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevation (CBFEs) shown on this map apply only landward of 0.0' North American Vertical Datum (NAVD). Users of this FIRM should be aware that coastal flood elevations may also be provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this community. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map is Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** is NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by Eagle County Geographic Information Systems.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

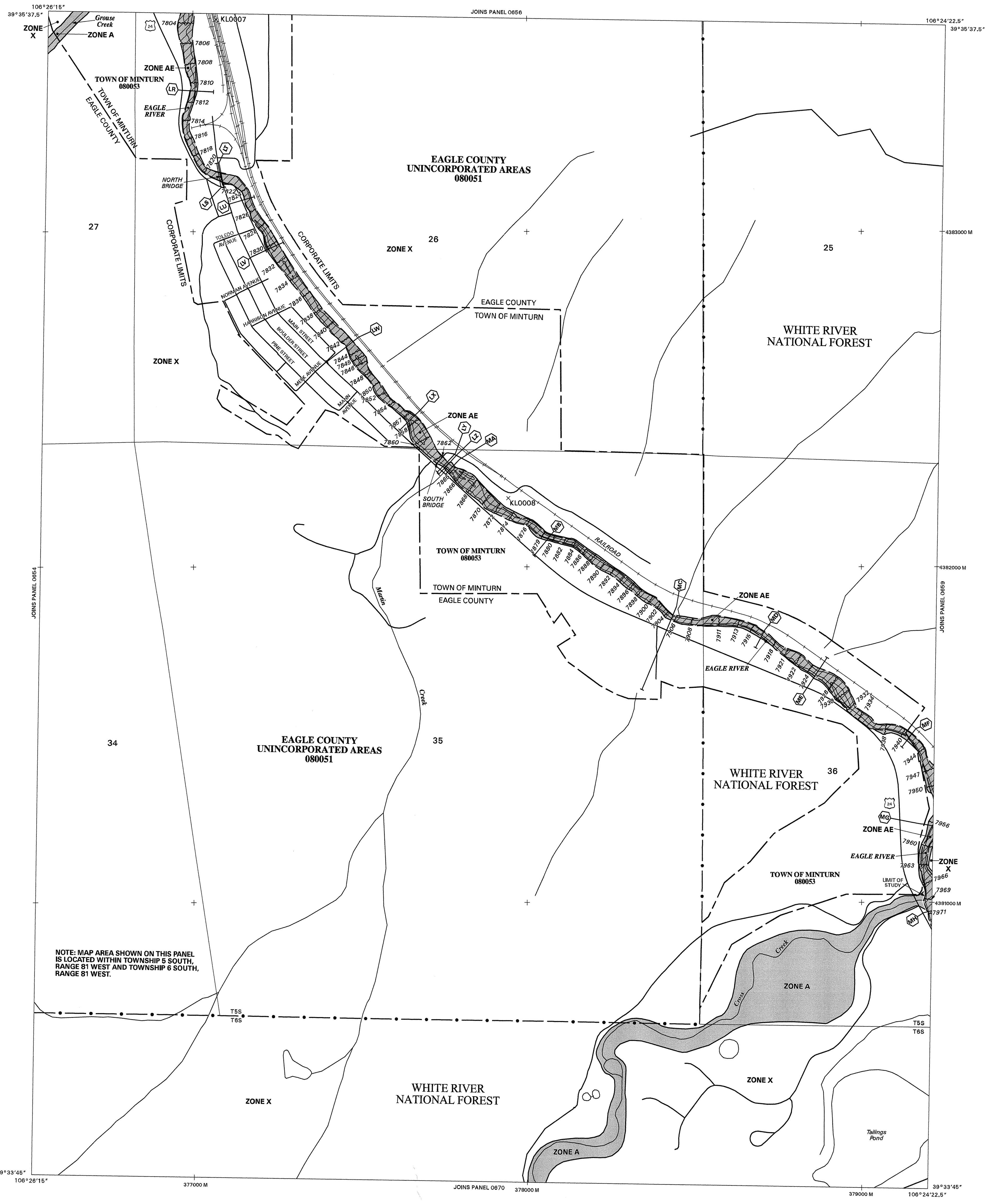
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

An accompanying Flood Insurance Study report, Letters of Map Revision or Letters of Map Amendment revising portions of this panel, and digital versions of this PANEL may be available. Contact the **FEMA Map Service Center** at the following phone numbers and Internet address for information on all related products available from FEMA:

Phone: 800-358-9616
FAX: 800-358-9620
www.fema.gov/msc

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at www.fema.gov.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report may reflect stream channel distances that differ from what is shown on this map.



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 8 SOUTH, RANGE 81 WEST AND TOWNSHIP 6 SOUTH, RANGE 81 WEST.

LEGEND

- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT**
- The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AO, AH, AR, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.
- ZONE A** No base flood elevations determined.
 - ZONE AE** Base flood elevations determined.
 - ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
 - ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
 - ZONE AR** Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
 - ZONE A99** Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
 - ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
 - ZONE VE** Coastal flood zone with velocity hazard (wave action); base flood elevations determined.
- FLOODWAY AREAS IN ZONE AE**
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
 - OTHER AREAS**
 - ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
 - ZONE D** Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain boundary
 - Floodway boundary
 - Zone D boundary
 - CBRS and OPA boundary
 - Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or velocities.
 - Base Flood Elevation line and value; elevation in feet*
 - Base Flood Elevation value where uniform within zone; elevation in feet*
 - *Referenced to the North American Vertical Datum of 1988
 - Cross Section Line
 - Transect Line
 - Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
 - 1000-meter Universal Transverse Mercator grid values, zone 13
 - 600000 FT
 - 5000-foot grid ticks
 - Bench mark (see explanation in Notes to Users section of this FIRM panel).
 - River Mile
 - MAP REPOSITORY
 - Refer to Repository Listing on Index Map
 - EFFECTIVE DATE OF COUNTY-WIDE FLOOD INSURANCE RATE MAP
 - DECEMBER 4, 2007
 - EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
- For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.
- To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.
- MAP SCALE 1" = 500'
- 250 0 500 1000 FEET
- 150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0658D

FIRM

FLOOD INSURANCE RATE MAP

EAGLE COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 658 OF 1125

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
EAGLE COUNTY UNINCORPORATED AREAS	06051	0658	D
MINTURN, TOWN OF	08053	0658	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

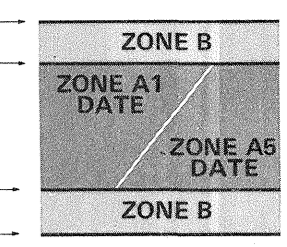
MAP NUMBER 08037C0658D

EFFECTIVE DATE: DECEMBER 4, 2007

Federal Emergency Management Agency

KEY TO MAP

- 500-Year Flood Boundary
- 100-Year Flood Boundary
- Zone Designations* With Date of Identification
e.g., 13/2/74
- 100-Year Flood Boundary
- 500-Year Flood Boundary
- Base Flood Elevation Line With Elevation In Feet**
- Base Flood Elevation in Feet Where Uniform Within Zone**
- Elevation Reference Mark
- River Mile



**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

- ZONE** **EXPLANATION**
- A** Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
 - A0** Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
 - AH** Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
 - A1-A30** Areas of 100-year flood; base flood elevations and flood hazard factors determined.
 - A90** Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
 - B** Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
 - C** Areas of minimal flooding. (No shading)
 - D** Areas of undetermined, but possible, flood hazards.
 - V** Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
 - V1-V30** Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

INITIAL IDENTIFICATION: AUGUST 16, 1974

FLOOD HAZARD BOUNDARY MAP REVISIONS: APRIL 9, 1976

FLOOD INSURANCE RATE MAP EFFECTIVE: SEPTEMBER 17, 1980

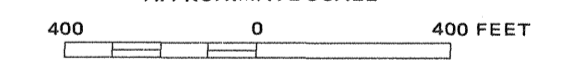
FLOOD INSURANCE RATE MAP REVISIONS:

Refer to the FLOOD INSURANCE RATE MAP EFFECTIVE date shown on this map to determine when actuarial rates apply to structures in the zones where elevations or depths have been established.

To determine if flood insurance is available in this community, contact your insurance agent, or call the National Flood Insurance Program, at (800) 638-6620, or (800) 424-8872.



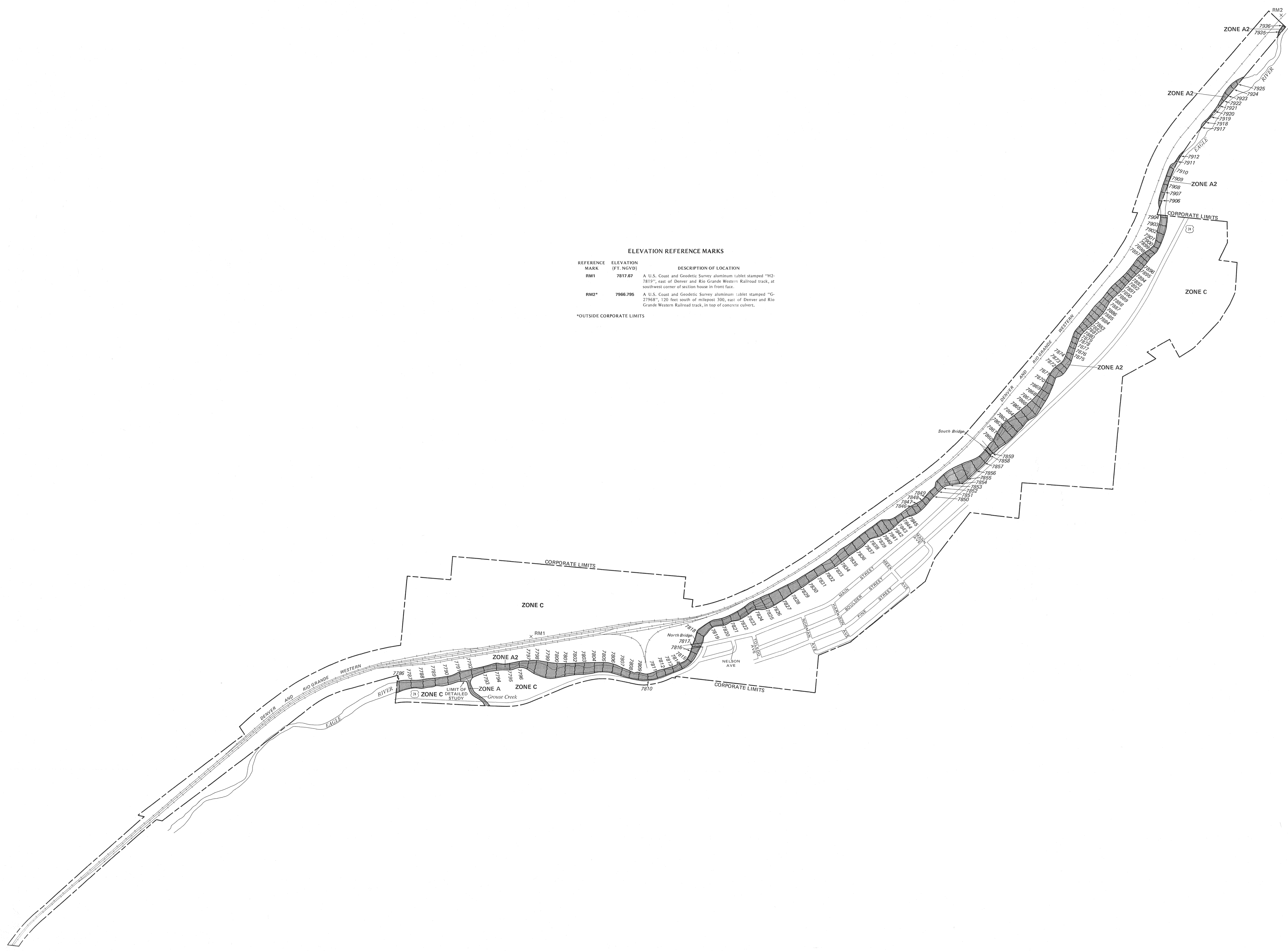
APPROXIMATE SCALE



ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (FT. NGVD)	DESCRIPTION OF LOCATION
RM1	7817.87	A U.S. Coast and Geodetic Survey aluminum tablet stamped "H2-7819", east of Denver and Rio Grande Western Railroad track, at southwest corner of section house in front face.
RM2*	7966.796	A U.S. Coast and Geodetic Survey aluminum tablet stamped "G-27968", 120 feet south of milepost 300, east of Denver and Rio Grande Western Railroad track, in top of concrete culvert.

*OUTSIDE CORPORATE LIMITS



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

TOWN OF MINTURN, COLORADO EAGLE COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER 080053 0001 B

EFFECTIVE DATE: SEPTEMBER 17, 1980



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION



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Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
**Direct Mail to Glenwood Springs*

DATE: April 12, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Bolts Lake Development and Vested Property Rights Agreement

For Council’s consideration is a proposed Development and Vested Property Rights Agreement (“Development Agreement”) to implement the Bolts Lake development concept and the Settlement Agreement with Battle Mountain. Council will recall that as part of the ski/resort development concept from 2008, the Town and Battle Mountain entered into a lengthy Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement approved by Ordinance No. 10 – Series 2008 (“2008 Annexation Agreement”). Pursuant to Section 1.4, the Development Agreement would supersede the 2008 Annexation Agreement, together with the Wastewater Agreement, Water Service Agreement, various Escrow Agreements, and the 2012 Agreement Regarding Escrows and Funding. Adoption of the Battle Mountain Code Changes (Ordinance No. 1 – Series 2024) replaced the prior Battle Mountain Preliminary PUD Plan (Resolution 18 – Series 2008). Between the adoption of the Battle Mountain code changes and the Development Agreement, all prior agreements and approvals for the 2008 Battle Mountain ski/resort development for the Bolts Lake property will be superseded by new approvals and agreements.

As provided for in the Settlement Agreement and outlined in Section 1.2 of the Development Agreement, the Development Agreement and associated approvals do not become effective until the Settlement Agreement closing happens and a stipulation for dismissal of the pending lawsuit is approved. At that time, the Development Agreement and other approvals will be recorded in the public records.

Conceptually, Council should think about the Development Agreement as accomplishing the following matters: (a) memorialize various promises and commitments made by Battle Mountain as part of the approval process, and (b) create a system of vested property rights allowing Battle Mountain (and its successors) to pursue the development in accordance with the approved zoning for a period of 30 years.

Section 2.1 implements certain guidelines for the zoning approved by the Council earlier this year. Section 2.1 b. identifies the presumptive methodology for implementing a river setback for purposes of the Town's watershed protection plan. With the implementation of best management practices, a 30 foot setback from the ordinary high watermark would be used to protect the Town's

water supply. Section 2.1 c. identifies the need to allocate the costs of infrastructure improvements that Battle Mountain may develop with other beneficiaries of that infrastructure. This is particularly relevant for Maloit Park Road which will be upgraded as part of the Bolts Lake development but will also serve the school district property. While the Town agrees to work on such allocations, it does not guarantee that allocation of infrastructure improvement costs will ultimately be achieved.

Section 2.2 largely restates provisions contained in the zoning approved for the Bolts Lake area. Section 2.3 identifies that with the exception of Maloit Park Road and associated pedestrian paths, ownership of roads within the Bolts Lake development will be private or dedicated to one of the metropolitan districts. This will relieve the Town of maintenance obligations for these internal roadways.

Section 2.4 requires a restrictive covenant to be recorded against the Maloit wetlands area property preserving it in an undeveloped state. Battle Mountain will reserve the right to install, operate and maintain infrastructure within the wetlands area as well as to undertake various passive winter recreation activities consistent with EPA and or CDPHE guidelines. The Town similarly would have the right to approve recreational uses. Section 2.5 requires that Battle Mountain record a fishing easement along Cross Creek at the time that a final plat is recorded in that area. Access to Cross Creek will be at defined locations identified in the easement. Section 2.6 provides that no open space dedications will be made as part of future plats. As Council will remember, a large part of the Battle retained parcels is zoned as open space. Neighborhood parks can be required as part of future residential land use decisions.

Section 2.7 deals with water service to the Bolts Lake development area. As identified in the previously adopted code changes, water service to Town parcels and certain of the restricted parcels would need to be accomplished with Town water resources. Water service to the Battle retained parcels (the development property) will be undertaken by a separate water treatment facility constructed in accordance with the reservoir agreement with ERWSD (where ERWSD will operate the plant). The Development Agreement contains an express waiver of the right to receive Town water for the Battle retained parcels and a waiver of the right to disconnect any portion of the Battle retained parcels due to the Town's failure to provide municipal water service. Plat notes to this effect will be included on all plats for the Bolts Lake area. The Development Agreement acknowledges that a separate water system will be constructed to serve the Bolts Lake development. As previously adopted in the code changes, the construction of the Bolts water treatment system will not be subject to the Town's 1041 regulatory powers. The Town further agrees that it will not review and approve the technical aspects of the Bolts water treatment plant as those will be reviewed and approved by both ERWSD and CDPHE. The Town may review and approve the location, character and extent of the Bolts water treatment plant as provided by state statute. In the event that a dispute arises as to the Town's authority to review and approve a portion of the Bolts water treatment system, the Town consents in section 4.10 to an alternative dispute resolution where 3 water law technical experts would be appointed to decide the question. It is important to note that this alternative dispute resolution only applies to the limited situation of a dispute involving the Town's ability to review and approve an element of the Bolts water treatment system.

Article 3 deals with vested property rights for the Bolts Lake development. The easiest way to think of vested property rights is that it provides a guarantee that the government will not issue new land use regulations that diminish or conflict with the approvals granted for a property for a specific period of time. In other words, the government cannot change the rules surrounding the development of the property for a period of time in which the developer has the ability to implement the development plan. In the case of the vested property rights for Bolts Lake, section 3.3 establishes that the vesting period is for 30 years. This lengthy period of time reflects the complexity of implementing the Bolts Lake development together with the number of units that will be developed. A copy of ordinance No. 1 - Series 2024 adopting the Bolts Lake zoning is attached to the Development Agreement establishing the land use rights granted to Battle Mountain.

There are a limited number of Town code amendments contemplated to be addressed in the next few years without violating the vested property rights. Section 2.1 b. provides that the Town may amend the Community Housing guidelines to lower the top cap for affordable housing to no lower than 140% AMI. Further, the Town has the right to amend procedural elements of the code so long as they do not diminish or conflict with the rights granted under the Bolts Lake zoning. As the Council is aware, Town staff intends to undertake a revision to the Town land use code as part of implementing provisions in the community plan adopted last year. Finally, section 3.5 acknowledges the Town's ability to adopt updates to technical codes, implementation of federal or state mandates, the adoption of impact fees of general applicability, and modifications to processing requirements and appeal procedures.

Article 4 deals with events of default under the Development Agreement and remedies of the parties. I would point out that it is unlikely that Battle Mountain will default under this agreement. They have a limited number of commitments that will largely be fulfilled at or shortly after closing on the settlement agreement. Therefore, the remedies section is largely based around a future Town action that could impact the vested property rights. The Town will not be deemed in default under the Development Agreement under a scenario where a natural hazard is discovered that would limit development or if the action impairing the vested rights is due to an act of a third person. Barring those scenarios, section 4.4 provides Battle Mountain with the remedy of specific performance. This means that Battle Mountain (or successor property owners) could go to court and seek an order compelling the Town to abide by the land use approvals and vested rights. If the Town failed to comply with the order, an injunction could issue against the Town. Under section 4.4 c, if a court were to determine that specific performance was not an available remedy, damages could be awarded against the Town. The Town, however, would have the right to remove the offending regulation and avoid the payment of monetary damages in such a situation. A goal of the Development Agreement is to prevent the Town from being liable for monetary damages. Section 4.5 creates a series of waivers intended to avoid monetary damages as a remedy and to bolster specific performances as the sole remedy. Battle Mountain specifically waives the right to receive monetary damages from the Town and the Town waves its right to pay monetary damages for a violation of the vested rights. Only if Battle Mountain is denied the remedy of specific performance would monetary damages against the Town be awarded. In any dispute involving the Development Agreement, the prevailing party will

Page 4

receive its attorneys fees and costs from the other party. Both parties waive their right to a jury trial in any action involving the Development Agreement.

The Development Agreement will be approved by ordinance. This means that there will be 2 opportunities for Council review and public comment. I look forward to discussing your questions and comments on this document at the upcoming meetings.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 05 - SERIES 2024**

AN ORDINANCE APPROVING THE DEVELOPMENT AND VESTED PROPERTY RIGHTS AGREEMENT IMPLEMENTING THE BOLTS LAKE SETTLEMENT AGREEMENT

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 Vested Property Rights Statute, C.R.S. § 24-68-101, *et seq.* authorizes local governments to enter into development agreements with landowners providing that a landowner’s property rights shall be vested for a period exceeding three (3) years, if such period is warranted in light of all relevant circumstances; and

WHEREAS, Town Council has authority pursuant to the Home Rule Charter and C.R.S. § 31-16-101, *et seq.* to adopt and enforce all ordinances; and

WHEREAS, in the exercise of this authority, Town Council has previously adopted § 16-21-710 of the Minturn Municipal Code (“**Municipal Code**”), concerning vested property rights; and

WHEREAS, Municipal Code § 16-21-710(b)(2)(h) provides that a development agreement constitutes a site specific development plan which may establish vested property rights; and

WHEREAS, C.R.S. § 24-68-104(2) and Municipal Code § 16-21-710(c)(3) require that development agreements establishing a vested property right in excess of three (3) years be adopted as legislative acts subject to referendum; and

WHEREAS, Battle North, LLC, a Georgia limited liability company (“**Battle North**”) submitted a request to the Town for approval of the Development and Vested Property Rights Agreement Implementing the Bolts Lake Settlement Agreement, a copy of which is attached as Exhibit A (“**Development Agreement**”), to establish vested property rights in excess of three (3) years for the property it owns, which property is legally described and graphically depicted as Exhibit A to the Development Agreement (“**Battle North Property**”); and

WHEREAS, Town Council finds that approval of the Development Agreement is warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles, market conditions, that development of the Battle North Property will take more than three (3) years to complete, and that such development will require substantial financial commitments for the construction of infrastructure improvements; and

WHEREAS, Town Council further finds that approval of the Development Agreement will provide for orderly growth in accordance with the Town’s policies and goals, ensure reasonable certainty, stability and fairness in the land use planning process, stimulate economic

growth, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes for which C.R.S. § 24-68-101, *et seq.* and Municipal Code § 16-21-710 were enacted; and

WHEREAS, in February of 2008, in connection with the annexation and then-contemplated development of certain real property, which real property included, but is not limited to, the Battle North Property, the Town approved: (1) zoning pursuant to Ordinance No. 12-2008; and (2) Preliminary Subdivision Plat pursuant to Resolution No. 19-2008 (collectively, and together with the Town resolutions and/or ordinances approving such instruments, “**Prior Approvals**”), which Prior Approvals will be terminated as applied to the Battle North Property as part of the approval of the Development Agreement and effective upon the recording of the Development Agreement with the Eagle County Clerk and Recorder; and

WHEREAS, between 2006 and 2012, in connection with the annexation and then-contemplated development of certain real property, which real property included, but is not limited to, the Battle North Property, the Town entered into the: (1) Wastewater Service Agreement pursuant to Ordinance No. 1-2006; (2) Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement pursuant to Ordinance No. 10-2008; (3) Water Service Agreement pursuant to Ordinance No. 11-2008; (4) Agreement Regarding Escrows and Funding pursuant to Resolution No. 5-2012; (5) three Escrow Agreements subsequently amended pursuant to Resolution Nos. 6-2012, 7-2012, 8-2012, 12-2012, and 13-2012; and (6) Memorandum of Understanding Relating to Battle Mountain Project pursuant to Resolution No. 27-2016 (collectively, and together with the Town resolutions and/or ordinances approving such instruments, “**Prior Agreements**”) with the then-owner(s) of the Battle North Property, which Prior Agreements and any vested property rights established pursuant to C.R.S. § 24-68-101 *et seq.* will be terminated as applied to the Battle North Property as part of the approval of the Development Agreement and effective upon the recording of the Development Agreement with the Eagle County Clerk and Recorder.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Development Agreement Approved. Town Council hereby approves the Development Agreement between the Town of Minturn Water and Sanitation Activities Enterprise (“**Enterprise**”), the Town, and Battle North in substantially the form attached to this ordinance as Exhibit A and authorizes the Mayor to execute the Development Agreement on behalf of the Enterprise and the Town.
3. Termination of Prior Approvals, Prior Agreements, and Prior Vested Property Rights. The Town Council hereby approves the termination of the following, and such

terminations will be effective upon the recording of this ordinance with the Eagle County Clerk and Recorder in accordance with Paragraph 5:

(a) Prior Approvals. The Town Council approves the termination of the Prior Approvals as applied to the Battle North Property. Accordingly, the Battle North Property will be released from the encumbrance of the Prior Approvals, which will be of no further force or effect as applied to the Battle North Property and any parties to such Prior Approvals will be released from all rights, obligations, and liabilities arising out of such Prior Approvals as they may pertain to the Battle North Property.

(b) Prior Agreements. The Town Council approves the termination of the Prior Agreements as applied to the Battle North Property. Accordingly, the Battle North Property will be released from the encumbrance of the Prior Agreements, which will be of no further force or effect as applied to the Battle North Property and the parties to such Prior Agreements will be released from all rights, obligations, and liabilities arising out of such Prior Agreements as they may pertain to the Battle North Property.

(c) Prior Vested Property Rights. Vested property rights previously established pursuant to C.R.S. § 24-68-101 *et seq.* and/or by virtue of the Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement (Ordinance 10, Series 2008) will be extinguished as applied to the Battle North Property.

4. Post-Approval Notice. The Town Clerk is hereby authorized and directed to cause publication of the notice required pursuant to C.R.S. § 24-68-103(1)(c) within fourteen (14) days following approval of this ordinance on second reading.

5. Recording. This ordinance and the Development Agreement will not be recorded with the Eagle County Clerk and Recorder until the condition precedent set forth in Section 1.2 of the Development Agreement occurs.

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 17TH DAY OF APRIL 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 17TH DAY OF APRIL 2024 AT 5:30PM. 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 1ST DAY OF MAY 2024.

THIS ORDINANCE WILL BE LEGALLY EFFECTIVE THIRTY (30) DAYS AFTER PUBLICATION FOLLOWING THE DATE ON WHICH TOWN COUNCIL APPROVED THIS ORDINANCE ON SECOND READING; PROVIDED, HOWEVER, AND NOTWITHSTANDING SUCH EARLIER EFFECTIVE DATE OF THIS ORDINANCE, THE DEVELOPMENT AGREEMENT APPROVED BY THIS ORDINANCE WILL NOT BE RECORDED WITH THE EAGLE COUNTY CLERK AND RECORDER OR LEGALLY EFFECTIVE OR BINDING ON ANY PARTY PRIOR TO IMPLEMENTATION OF THE SETTLEMENT AS DEFINED IN AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT (AS SUCH TERMS ARE DEFINED IN THE DEVELOPMENT AGREEMENT).

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**EXHIBIT A
DEVELOPMENT AND VESTED PROPERTY RIGHTS AGREEMENT
IMPLEMENTING THE BOLTS LAKE SETTLEMENT AGREEMENT**

[To be included.]

**DEVELOPMENT AND VESTED PROPERTY RIGHTS
AGREEMENT IMPLEMENTING THE BOLTS LAKE
SETTLEMENT AGREEMENT**

BETWEEN

**The Town of Minturn Water and Sanitation Activities Enterprise,
an enterprise fund established pursuant to C.R.S. § 37-45.1-101 *et
seq.* and the Town of Minturn, Colorado, a home rule municipal
corporation**

AND

Battle North, LLC, a Georgia limited liability company

[_____], 2024

**APPROVAL OF THIS DEVELOPMENT AGREEMENT ESTABLISHES VESTED
PROPERTY RIGHTS PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AS
AMENDED, AND SECTION 16-21-710 OF THE TOWN OF MINTURN MUNICIPAL
CODE. THIS DEVELOPMENT AGREEMENT, CONSTITUTES A SITE SPECIFIC
DEVELOPMENT PLAN AND CREATES VESTED PROPERTY RIGHTS PURSUANT
TO ARTICLE 68 OF TITLE 24, C.R.S. AND SECTION 16-21-710 OF THE TOWN OF
MINTURN MUNICIPAL CODE, AS BOTH EXIST ON THE EFFECTIVE DATE OF
THIS DEVELOPMENT AGREEMENT, FOR A PERIOD OF GREATER THAN THREE
YEARS FROM SAID EFFECTIVE DATE.**

**DEVELOPMENT AND VESTED PROPERTY RIGHTS AGREEMENT
IMPLEMENTING THE BOLTS LAKE SETTLEMENT AGREEMENT**

THIS DEVELOPMENT AND VESTED PROPERTY RIGHTS AGREEMENT IMPLEMENTING THE BOLTS LAKE SETTLEMENT AGREEMENT (as may be amended, this “**Development Agreement**”) is made and entered into as of [_____], 2024 (“**Execution Date**”) by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): the Town of Minturn Water and Sanitation Activities Enterprise, an enterprise fund established pursuant to C.R.S. § 37-45.1-101 *et seq.* (“**Enterprise**”) and the Town of Minturn, Colorado, a home rule municipal corporation (collectively, as defined in Exhibit D, “**Town**”); and Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Battle North**”).

RECITALS

This Development Agreement is made with reference to the following facts:

A. Initially capitalized words and phrases used in this Development Agreement have the meanings set forth in Exhibit D, which definitions are incorporated herein.

B. In 2004, certain entities which were predecessors-in-interest (“**Original Owners**”) of Battle North and/or Battle North’s affiliates Battle One Developer, LLLP, a Georgia limited liability limited partnership, Battle Two Developer, LLLP, a Georgia limited liability limited partnership, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, such affiliates together with Battle North and their respective successors and assigns, “**Battle Entities**”), purchased approximately 4,340 acres of land in Eagle County, generally to the south of the Town’s then-existing boundaries (as legally described in Exhibits 1 and 2 of the Annexation Agreement, the “**Original Property**”).

C. Between 2006 and 2012, in connection with the annexation and then-contemplated development of the Original Property, the Town entered into the Wastewater Agreement, Annexation Agreement, Water Service Agreement, Escrow Agreements, and Funding Agreement (collectively, and together with the Town resolutions and/or ordinances approving such instruments, “**Prior Agreements**”) with the Original Owners and/or, as applicable, the Battle Entities.

D. In 2008, Town Council approved the Planned Unit Development Preliminary Plan and Battle Mountain PUD Guide approved by Town Council pursuant to Resolution No. 18-2008, which established the uses, density and intensity of use, and other development parameters for the five character areas of the Original Property (“**PUD Preliminary Plan**”).

E. As of the Execution Date, Battle North owns approximately 379 acres of the Original Property (as legally described and graphically depicted in Exhibit A, “**Battle North Property**”), and no development of the Battle North Property has occurred pursuant to the Prior Agreements or the PUD Preliminary Plan.

F. The Battle North Property is subject to the Reservoir Agreement, including certain Recorded easements that encumber areas within the Battle North Property (“**ERWSD**”).

Easements”) and are appurtenant to and benefit certain real property that Battle North conveyed to ERWSD pursuant to the Reservoir Agreement (**“Reservoir Parcels”**).

G. On March 4, 2022, the Town commenced litigation against the Battle Entities in a case known as *Town of Minturn v. Battle One Developer, LLLP et al.*, Eagle County District Court Case No. 2022CV30050 (**“Litigation”**).

H. In the Litigation, the Town alleged that the Battle Entities breached the Prior Agreements in certain respects, and the Battle Entities asserted counterclaims against the Town.

I. Following settlement discussions, the Town and the Battle Entities reached an agreement to resolve the Litigation and, pursuant to Resolution 25 – Series 2023, Town Council approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (as amended, **“Settlement Agreement”**).

J. As of the Execution Date, and as contemplated by and in implementation of the Settlement Agreement, the Town has approved the following (**“Approvals”**):

(1) Pursuant to Ordinance No. 1, Series 2024, the Bolts Lake Code Provisions, which established certain amendments to the Town Code specific to the Battle North Property and, consistent with the Bolts Concept Plan, rezoned areas within the Battle North Property to, as applicable, the Bolts Residential District, the Bolts Mixed Use District, the Bolts Open Space/Rec District, or the Holding District.

(2) Pursuant to Resolution No. 12, Series 2024, termination of Resolution No. 18, Series 2008 as to the Battle North Property.

(3) Pursuant to Ordinance No. [_____], Series 2024, this Development Agreement and termination of Ordinance No. 12, Series 2008, Resolution No. 19, Series 2008, and the Prior Agreements as to the Battle North Property.

(4) Dissolution of the Town of Minturn General Improvement District, Town of Minturn, County of Eagle, Colorado pursuant to Ordinance No. 18, Series 2023.

(5) Pursuant to Ordinance No. 3, Series 2024, disconnection from the Town of certain parcels within the Original Property.

(6) Pursuant to Resolution No. [_____], service plans for the formation of the Districts.

(7) The Battle Mountain North Exemption Plat which, upon Recording, will establish the Town Parcels, the Restricted Parcels, and the Battle Retained Parcels as legally conveyable parcels.

K. Contemporaneously with the occurrence of the Effective Date following final, non-appealable approval of the Approvals, and as contemplated by and in implementation of the Settlement Agreement, certain of the Approvals will be Recorded, as applicable, Battle North will convey the Town Parcels to the Town subject to the Deed Restrictions and the Reserved

Easements, and Battle North will encumber the Restricted Parcels by Recording of the Restrictions.

L. Following the Effective Date, subject to and in accordance with the Bolts Concept Plan, the Bolts Lake Code Provisions and this Development Agreement, the Parties anticipate and intend that development of the Battle Retained Parcels will occur in one or multiple phases at such time as market conditions support, that ownership and operation of the Restricted Parcels will be and remain subject to the Restrictions, and that ownership and operation of the Town Parcels will be and remain subject to the Deed Restrictions and Reserved Easements.

M. Town Council has determined that development of the Battle Retained Parcels is anticipated to occur over an approximately thirty (30) year build-out period in accordance with and reliance upon this Development Agreement and the other Approvals; in reliance on enforcement of the Deed Restrictions and Reserved Easements with respect to the Town Parcels, and on enforcement of the Restrictions with respect to the Restricted Parcels; require substantial financial commitments for Infrastructure Improvements, related horizontal and vertical improvements; provide for orderly growth in accordance with the Town’s policies and goals; ensure reasonable certainty, stability and fairness in the land use planning process; stimulate economic growth; foster cooperation between the public and private sectors in the area of land use planning; and otherwise achieve the goals and purposes for which the Vested Property Rights Statute and the Vested Property Rights Regulations were enacted.

N. In exchange for these benefits and the other benefits to the Town contemplated by this Development Agreement and other of the Approvals, together with the public benefits served by the orderly development of the Battle Retained Parcels, Battle North desires to receive, and Town Council desires to provide, assurance during the Vesting Period that Battle North and its successor Landowners will have Vested Property Rights that ownership, operation and development within the Battle North Property will occur pursuant to and in accordance with the terms and conditions of the Bolts Concept Plan, the Bolts Lake Code Provisions, this Development Agreement and the other Approvals.

O. The Vested Property Rights Statute and the Vested Property Rights Regulations authorize the Town to enter into development agreements with landowners providing for the vesting of property development rights for a period exceeding three (3) years.

P. Accordingly, this Development Agreement constitutes a development agreement granting the Vested Property Rights for a period in excess of three (3) years in accordance with Section 24-68-104(2) of the Vested Property Rights Statute and Subparagraph (b)(2)(h) of the Vested Property Rights Regulations.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals, the terms, conditions and covenants set forth in this Development Agreement, implementation of the Settlement Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
GENERAL PROVISIONS**

Section 1.1 Incorporation of Recitals. The Recitals are incorporated into and made substantive provisions of this Development Agreement.

Section 1.2 Effective Date; Effectiveness. Notwithstanding any earlier Execution Date, this Development Agreement in its entirety will be legally binding on the Parties on the date the Settlement is fully implemented as evidenced by the filing of a Stipulation for Dismissal with Prejudice in the Litigation with the Eagle County District Court (“**Effective Date**”). Any delay or failure to Record this Development Agreement following the occurrence of the Effective Date will not negate or impair the effectiveness of this Development Agreement as between the Parties and any other parties having actual or constructive notice of this Development Agreement. Notwithstanding the foregoing, the following provisions will be legally binding on the Signatories as of the Execution Date:

a. Recording of Approvals. The Signatories will neither cause nor permit Recording of this Development Agreement or any other of the Approvals to occur prior to the Effective Date. The Signatories will cause Recording of this Development Agreement and other of the Approvals that are intended to be Recorded to occur on or promptly following the Effective Date. Notwithstanding the foregoing and in accordance with the terms of the Settlement Agreement, the Signatories consented to Recording of Ordinance No. 18, Series 2023, on **[insert date]** at Reception No. **[insert]**, which dissolved the Town of Minturn General Improvement District, Town of Minturn, County of Eagle, Colorado, and Ordinance No. 3, Series 2024, on **[insert date]** at Reception No. **[insert]**, which disconnected certain parcels within the Original Property from the Town.

b. Defense of Legal Challenges. If a third party timely commences a Legal Challenge to any of the Approvals prior to the Effective Date, the Signatories will undertake in good faith to cooperate in defending the Legal Challenge. If the Signatories are unable or determine it is inappropriate to mutually select legal counsel to jointly defend the Legal Challenge, or to enter into a joint defense agreement for such purposes, each Party may select its own legal counsel. Battle North will reimburse the Town for costs, expenses, and attorneys’ fees the Town reasonably incurs in defense of such Legal Challenge; provided, however, that such reimbursement obligation is subject to the Town’s submittal of invoices or other written evidence documenting that it has incurred and paid such amounts, and Battle North having not less than sixty (60) days after receiving such documentation within which to remit such reimbursement amounts to the Town.

c. Automatic Termination for Failure of Effective Date. Notwithstanding anything to the contrary in Section 5.2, if the Settlement Agreement terminates by its terms following the Execution Date but prior to the Effective Date this Development Agreement will automatically terminate without the requirement of additional action by either Signatory and the Signatories will have no further rights or obligations arising pursuant to this Development Agreement; provided, however, the provisions of this Section 1.2 will survive such termination.

Section 1.3 Covenants. Upon Recording as provided in Section 1.2a, the provisions of this Development Agreement will constitute covenants and servitudes that touch, attach to and run with the land comprising the Battle North Property and, except as otherwise provided in Section 5.3a with respect to amendments to this Development Agreement that only affect specified subareas within the Battle North Property, the burdens and benefits of this Development Agreement will bind and inure to the benefit of all estates and interests in the land comprising the Battle North Property, and will bind and inure to the benefit of all Parties.

Section 1.4 Relationship to Prior Agreements and PUD Preliminary Plan. Upon Recording as provided in this Article 1, this Development Agreement and the ordinance approving this Development Agreement will replace, supersede and effect termination of the Prior Agreements, the PUD Preliminary Plan, Ordinance No. 12, Series 2008, and Resolution No. 19, Series 2008 as applied to the Battle North Property, and will effectuate the Parties' full and complete mutual release of all rights, obligations and liabilities pursuant to the Prior Agreements, the PUD Preliminary Plan, Ordinance No. 12, Series 2008, and Resolution No. 19, Series 2008 as related to the Battle North Property and the Reservoir Parcels. Ordinance No. 3, Series 2024 Recorded on [insert date] at Reception No. [insert] disconnected a portion of the Original Property described therein, and such disconnection fully released such property and the Parties from all rights, obligations and liabilities arising from the Prior Agreements, the PUD Preliminary Plan, Ordinance No. 12, Series 2008, and Resolution No. 19, Series 2008 as it relates to such disconnected property.

Section 1.5 No Obligation to Develop. Neither Battle North nor any successor Landowner will have an obligation under this Development Agreement to develop all or any portion of the Battle Retained Parcels, nor will Battle North or any successor Landowner have liability under this Development Agreement to any other Party or other person or entity for development not occurring within the Battle Retained Parcels.

ARTICLE 2
SUBDIVISION, ZONING AND DEVELOPMENT REGULATIONS

Section 2.1 Subdivision. The Bolts Lake Subdivision Regulations and related components of the Bolts Lake Code Provisions will govern and control subdivision of land and the provision of Public Infrastructure within the Battle North Property. Without limitation of the foregoing:

a. Exemption Plats. The Exemption Plat Process and related Bolts Lake Code Provisions will govern and control with respect to the creation of Exemption Plat Parcels within the Battle North Property.

b. Preliminary Plats; Final Plats. To the extent not expressly or implicitly in conflict with the Bolts Lake Subdivision Regulations and related Bolts Lake Code Provisions or having the effect of negating or impairing the Vested Property Rights, generally applicable Town Code provisions in effect at the time of Development Application submittals for preliminary plats and final plats, including related technical requirements and procedural matters, will apply to such Development Applications. Without limitation of the foregoing: (i) the Community Housing Guidelines established pursuant to Town Code Chapter 16, Article 26 will apply to residential

development within the Battle Retained Parcels; provided, however, with the exception of amending the Community Housing Guidelines to lower the top cap to no lower than 140% AMI and to have the AMI percentages apply to sales after the initial sale of a unit, no revisions to the percentages, deed restriction conditions and AMI criteria set forth in Town Code § 16-26-100 in effect as of the Execution Date will apply to the Battle Retained Parcels without Battle North’s (or the pertinent successor Landowner’s) consent; and (ii) with respect to the Town’s Watershed Protection Plan (Town Code Section 13-6-10, *et seq.*), the presumptive river setback for purposes of the Battle Retained Parcels located up-stream of the Raw Water Intake Structure as depicted on Appendix A to the Town Code (Minturn Watershed Map) is thirty (30) feet (as measured from the ordinary high water mark), so long as best management practices are designed and installed to protect the Town’s supplies and waterworks as allowed in Town Code Section 13-6-10. Preliminary and final plats for Battle Retained Parcels located adjacent to Cross Creek and up-stream of the Raw Water Intake Structure as depicted on Appendix A to the Town Code (Minturn Watershed Map) will contain the following plat note “The property is potentially located within the Minturn Watershed Protection Plan Area and may be subject to permitting requirements under Town Code Sections 13-6-10 *et seq.*” In processing preliminary plats and final plats for Battle Retained Parcels, the Town will not require the submittal of master plans or development scenarios for planning areas outside of property within the preliminary plats or final plats being processed.

c. Equitable Allocation of Infrastructure Improvement Costs. In connection with processing and approval of Development Applications for final plats within the Battle North Property, the Town and the applicant will identify those Infrastructure Improvements which serve the Battle Retained Parcels exclusively and those shared Infrastructure Improvements which serve other areas of the Battle North Property and/or land outside of the Battle North Property the development of which is or will utilize and benefit from the shared Infrastructure Improvements. The properties which utilize and benefit from such shared Infrastructure Improvements will be responsible for paying an equitable *pro rata* share of the capital costs to finance the design and construction of such shared Infrastructure Improvements. By way of example, the Town will require the benefitted party to reimburse the constructing party for its costs incurred and the allocation of such costs will be calculated and collected based on: (i) for public roads, traffic counts resulting from development of such properties; and (ii) for sanitary sewer collection lines and mains, ERWSD calculations of the gallons per day generated from development of such properties. For properties that benefit from shared Infrastructure Improvements which are located outside of the Battle North Property (e.g. property owned by the Eagle County School District), the Town will use good faith efforts to obtain agreements allocating the equitable *pro rata* share of the capital costs of Infrastructure Improvements, but the Town does not represent that it has the legal or regulatory abilities to require such agreements and there will be no remedy against the Town for failure to require or obtain such agreements.

Section 2.2 Zoning. The Bolts Lake Zoning Regulations and related components of the Bolts Lake Code Provisions will govern and control zoning, permitted uses, density and intensity of use and physical development standards within the Battle North Property. Without limitation of the foregoing:

a. Density Calculation. As provided in Sections 16-10.5-80(1) and (2) of the Bolts Lake Zoning Regulations, density within the Battle North Property will be calculated as follows:

i. Residential. For purposes of calculating residential density, each residential dwelling unit, regardless of type or size, within the Battle North Property will comprise one “dwelling unit.” By way of example, a single-family home is one dwelling unit, an accessory dwelling unit is one dwelling unit, a duplex is two dwelling units, a multifamily building containing six separate apartments or condominium units is six dwelling units, etc.

ii. Commercial. For purposes of calculating commercial density within the Battle North Property, “gross leasable area” means the total floor area (measured from the interior surface of demising walls) that is designed for the tenants’ or business’ occupancy and exclusive use, and does not include the floor area of any public or common areas such as utility rooms, mechanical rooms, stairwells, elevator shafts, foyers, malls, terraces, balconies and like spaces.

b. Density Limitations. As provided in Section 16-10.5-80(3) of the Bolts Lake Zoning Regulations, the Battle Retained Parcels will be subject to the following density limitations:

i. Residential. The maximum residential density within the Bolts Residential District and the Bolts Mixed Use District is, cumulatively:

(1) If a Spa/Wellness Center is not developed within the Bolts Mixed Use District, two hundred fifty (250) dwelling units; or

(2) If a Spa/Wellness Center is developed within the Bolts Mixed Use District, two hundred twenty-five (225) dwelling units.

ii. Commercial. The maximum nonresidential commercial development within the Bolts Mixed Use District, cumulatively, is 50,000 square feet of gross leasable area. If a Spa/Wellness Center is developed within the Bolts Mixed Use District, the following elements will not count as gross leasable area for purposes of the foregoing square footage limit: (A) “back of house” areas such as laundry rooms, locker rooms, changing rooms, restrooms, lunch rooms, loading dock/supply storage areas, and areas housing similar operational functions; and (B) stand-alone ancillary and accessory structures (whether fully or partially enclosed) such as cabanas, snack/drink bars, and structures housing saunas, hot tub areas, massage rooms, yoga rooms, meditation rooms and similar health/wellness activities.

Section 2.3 Ownership and Maintenance of Public Roads. Pursuant to the final platting process and subject to Section 2.1c, a minimum fifty (50) foot right-of-way based on engineered plans reviewed and approved by the Town for and physical improvements comprising Maloit Park Road and associated pedestrian/bicycle paths within the Battle Retained Parcels will be Dedicated to, accepted, owned and maintained (including snow plowing) by the Town in accordance with the Town’s generally applicable regulations, including but not limited to the Town’s roadway engineering standards and a development-specific traffic study. All other public roads located within the Battle Retained Parcels will be owned and maintained (including snow plowing) by a

District and/or an Association. The classifications, cross sections, profiles, and related technical matters pertinent to such roadways will be determined in connection with the processing and approval of Development Applications for preliminary plats and final plats for the Battle Retained Parcels.

Section 2.4 Maloit Wetlands Area. Simultaneously with Recording of the first final plat within the Battle Retained Parcels adjacent to the Maloit Wetlands Area, Battle North will Record certain mutually approved Restrictions, including a restrictive covenant approved and enforceable by the Town that will ensure the Maloit Wetlands Area remains undeveloped (except for grantor’s reserved uses as described below) and serves as a wildlife corridor between adjoining United States Forest Service land to the north and the Restricted Parcel to the south (i.e., the CTP Area). All Infrastructure Improvements and Battle North improvements located within the Maloit Wetlands Area will be subject to Town review and approval, except for activities necessary to comply with requirements imposed by EPA and/or CDPHE. Grantor’s reserved uses, as to be mutually agreed upon, for installation, operation and maintenance of Infrastructure Improvements, construction of Maloit Park Road, activities necessary to comply with requirements imposed by EPA and/or CDPHE and public access approved by the Town for non-motorized winter recreational activities (e.g. cross country skiing, snowshoeing, hiking, birding, etc.), including by residents and guests within the Battle Retained Parcels, will be permitted in accordance with the Bolts Open Space/Rec District.

Section 2.5 Fishing Easement. Concurrently with Recording of the first final plat for residential, commercial or mixed use development within the Battle Retained Parcels adjacent to Cross Creek, Battle North will grant to the Town and Record a perpetual, nonexclusive easement that grants the public the right to fish within the Cross Creek streambed and up to the ordinary high-water mark, as defined in Town Code Section 16-2-20, of the Cross Creek segments adjacent to the Battle Retained Parcels and grants access for such purpose within the areas conceptually depicted in the Bolts Concept Plan. Except to the extent depicted in the Bolts Concept Plan, the public fishing access easement will not provide for or allow the general public to access the Cross Creek streambed from, across, or over the Battle Retained Parcels, or to otherwise enter upon the Battle Retained Parcels, but will expressly provide that residents and guests within the Battle Retained Parcels will have the legal right to utilize the public fishing easement.

Section 2.6 Parks; No Open Space Dedications. In accordance with applicable Town Code requirements, final plats for development sites within the Battle Retained Parcels will provide adequate active neighborhood parks to support the approved level of residential development. Neighborhood parks will be Dedicated to, improved, constructed, owned and maintained by a District and/or an Association. No open space dedications will be required in connection with final plats for development within the Battle Retained Parcels.

Section 2.7 Water Service. The Bolts Lake Utilities Regulations and related components of the Bolts Lake Code Provisions will govern and control with respect to the provision of water service for development of the Battle North Property. Without limitation of the foregoing:

- a. Water Service to Town Parcels and Certain Restricted Parcels. The Town (including through its Enterprise) will be solely responsible for the provision of municipal water

to serve all development or other activities undertaken within or upon the Town Parcels and, to the extent the Town (or any successor or assignee of the Town) undertakes any permitted activities within or upon the Restricted Parcels that require water service, to support such Town activities within or upon the Restricted Parcels.

b. Water Service to Battle Retained Parcels and Certain Restricted Parcels.

The Town (including through its Enterprise) is unable and unwilling to provide, and will not provide, water service to support development within the Battle Retained Parcels. Accordingly, pursuant to the terms and conditions of the Reservoir Agreement, ERWSD will operate the Bolts Water Treatment System and utilize the Bolts Water Distribution System to provide water service for up to 700 SFE's to support development within the Battle Retained Parcels and, to the extent Battle North (or any successor or assignee of Battle North other than the Town or a successor or assignee of the Town) undertakes any permitted activities within or upon the Restricted Parcels that require water service, to support such permitted activities within or upon the Restricted Parcels. Pursuant to and as more fully set forth in Sections 17-5-70(j) and 17-6-40(c) of the Bolts Lake Subdivision Regulations:

i. Acknowledgement and Waiver.

Battle North acknowledges, and all successor Landowners will be deemed to have acknowledged, that the Town will not provide, and will have no obligation to provide, the same level of municipal water service to the Battle Retained Parcels as the Town provides to other areas within the Town's municipal boundaries. Battle North, on behalf of itself and all successor Landowners and other parties having taking title to or acquiring an interest in such Lots, knowingly and intentionally waives any and all right to disconnection of such Lots arising under C.R.S. § 31-12-119 and based on the Town's failure to provide municipal water service on the same general terms and conditions as other areas within the Town's municipal limits receive. The Town may, without obligation under this Development Agreement to do so, require an applicant for a building permit within the Battle Retained Parcels to execute a waiver (in a form approved by the Town) benefiting the Town and acknowledging and restating the provisions of this Section at the time of building permit application.

ii. Plat Notes.

Each approved preliminary plat and final plat within the Battle Retained Parcels will contain the applicable statements and acknowledgements required pursuant to Sections 17-5-70(j) and 17-6-40(c) of the Bolts Lake Subdivision Regulations. By submitting a Development Application for preliminary plat or final plat on land within the Battle Retained Parcels and by taking title to any such Lot or other land within the Battle Retained Parcels, Battle North, each successor Landowner and their respective successors and assigns conclusively waive any and all right to receive municipal water service from the Town.

iii. Fees and Charges.

In accordance with Section 13-8-20 of the Bolts Lake Utilities Regulations, the provisions of Chapter 13, Article 4 of the Town Code do not apply to the Battle Retained Parcels. Accordingly, no water deposits, fees, or charges will be due to the Town or its Enterprise in connection with the development of the Battle Retained Parcels.

c. Authorization of Bolts Water Systems.

The construction, ownership, operation, and maintenance of the Bolts Water Treatment System, Bolts Water Treatment Plant, and Bolts Water Distribution System will occur in accordance with the applicable provisions of

this Development Agreement, the Reservoir Agreement, the Bolts Lake Utilities Regulations and related components of the Bolts Lake Code Provisions. Without limitation of the foregoing:

i. Bolts Water Treatment System.

(1) *Exempt from 1041 Regulations.* In accordance with Section 13-8-50(a) of the Bolts Lake Utilities Regulations and Section 16-25-40(8) of the Town Code, development and operation of the Bolts Water Treatment System will be fully exempt from all Town review and permitting requirements of Chapter 16, Article 25 of the Town Code. The Town may require application for a permit (as such term is defined in Section 16-25-90 of the Town Code) for any expansion of the Bolts Water Treatment System treatment capacity or service area in addition to such capacity and service area (which capacity and service area consists of up to 700 SFE's within Battle Retained Parcels and any permitted activity within or upon Restricted Parcels that is undertaken by any party other than the Town or the Town's successor or assign) as described in and limited by this Development Agreement and the Bolts Lake Utilities Regulations.

(2) *Town Review of Location.* In accordance with Section 13-8-50(b) of the Bolts Lake Utilities Regulations, the Town will not own, operate or maintain the Bolts Water Treatment System. Design, construction and operation of the Bolts Water Treatment System will comply with the terms and conditions of the Reservoir Agreement and applicable ERWSD and CDPHE regulations and permitting requirements. Battle North, its successors and assigns, will not amend Section 9.2 of the Reservoir Agreement without the Town's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. In connection with any Exemption Plat and/or final plat within the Battle Retained Parcels that proposes the location of the Bolts Water Treatment Plant, the Town may review and approve the proposed location, character and extent of the Bolts Water Treatment Plant pursuant to C.R.S. § 31-23-209. Except with respect to the Town's review of the Water Treatment Plant location as provided above, the Town will not exercise or conduct any technical or other review of the Water Treatment System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

ii. Bolts Water Distribution System. In accordance with Section 13-8-60 of the Bolts Lake Utilities Regulations, the Town will not own, operate or maintain the Bolts Water Distribution System. In connection with Development Applications for preliminary plats and final plat(s) for development within the Battle Retained Parcels, the Town will review and approve locations of the Bolts Water Distribution System. Engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations and Chapter 17 of the Town Code (including but not limited to applicable fire flow requirements), except as expressly stated to the contrary in Chapter 5 Section 6.02 of Appendix C to the Town Code. Except with respect to the Town's review of the Bolts Water Distribution System as provided above, the Town will not exercise or conduct any technical review of the Bolts Water Distribution System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

d. Disputes. If any dispute arises with respect to the Town's review and/or denial of approval pursuant to Section 2.7c.i or Section 2.7c.ii, or Sections 13-8-50 or 13-8-60 of the Bolts Lake Utilities Regulations, such dispute may be submitted for resolution pursuant to Section 4.10.

Section 2.8 Sewer Service. Subject to Section 2.1c, ERWSD will provide sanitary sewer service to the Battle North Property as provided by the Town Code.

Section 2.9 Building; Impact Fees. The International Codes (as defined in Section 18-1-10 of the Town Code, and inclusive of such Town-specific amendments of general applicability thereto as Town Council may adopt from time to time), the Bolts Lake Subdivision Regulations, Bolts Lake Building Code Regulations, and related components of the Bolts Lake Code Provisions will govern and control with respect to imposition of impact fees relating to development of the Battle Retained Parcels. With the exception of impact fees associated with the provision of water through the Town's water system and to the extent not implicitly or expressly in conflict with this Development Agreement or the Bolts Lake Code Provisions, the Town may further adopt impact fees of general applicability for Town infrastructure and improvements which will apply to development of the Battle Retained Parcels.

Section 2.10 Processing of Development Applications. Battle North and/or its successor Landowners may, from time to time as and when market conditions justify, submit Development Applications for Exemption Plat Parcels pursuant to the Exemption Plat Process, for preliminary plats and final plats pursuant to the Bolts Lake Subdivision Regulations, for building permits pursuant to the Bolts Lake Code Provisions, and/or such other approvals, if any, as are required for development and use of the Battle Retained Parcels as expressly set forth in the Bolts Lake Code Provisions. The Parties will cooperate and diligently work to fully and timely process such Development Applications to completion, consistent with the Town Code, Bolts Lake Code Provisions, the Vested Property Rights and the other terms and conditions of this Development Agreement.

Section 2.11 Other Governmental Permits. The Town will cooperate with Battle North and successor Landowners in seeking to obtain other permits and approvals, if any, as may be required by other governmental or quasi-governmental agencies that have jurisdiction over or provide services to the Battle Retained Parcels in connection with the development of, or provision of services to, the Battle Retained Parcels. Battle North or successor Landowner(s) seeking to obtain such permits or approvals, as applicable, will reimburse the Town for the Town's costs and expenses reasonably incurred in obtaining any such permits and approvals.

Section 2.12 Declarations and Associations. Battle North or the applicable successor Landowners may encumber all or portions of the Battle Retained Parcels with declarations of covenants, conditions and restrictions and, in connection therewith, form one or more Associations. Such Association(s) may be responsible for collecting assessments and enforcing such declaration(s). To the extent not undertaken by the District(s), such Association(s) may, without obligation under this Development Agreement to do so, undertake to: (a) provide snow removal, security, and similar services; and/or (b) own, operate and/or maintain common areas and improvements including but not limited to, roads, open space tracts, parks, trails, similar common areas and Infrastructure Improvements.

Section 2.13 Districts. In accordance with Article 1 of Title 32 C.R.S., the Districts were formed for the purposes of, *inter alia*: (a) financing, acquisition, design, construction, operation and maintenance of Infrastructure Improvements and other eligible improvements necessary or desirable in connection with development of the Battle Retained Parcels, whether located within the Battle Retained Parcels, the Restricted Parcels, Dedicated rights-of-way or other Dedicated parcels, or Town Parcels; (b) providing snow removal, security and similar services that such Districts have the legal authority to provide; and/or (c) owning and maintaining certain of the Restricted Parcels in compliance with applicable CDPHE and EPA requirements. The Districts may, without obligation under this Development Agreement to do so, enter into one or more advance and reimbursement agreements with Battle North or any of its successor Landowners, enter into loan agreements, issue debt, and enter into intergovernmental agreements and/or subdivision improvements agreements with the Town, other metropolitan districts having territory within or otherwise providing services to the Battle North Property, or any other appropriate governmental or quasi-governmental entity to address the Districts’ undertakings to finance, design, construct, own, operate, maintain and/or Dedicate to another governmental or quasi-governmental entity various of the Infrastructure Improvements and other eligible improvements. Exercise of all functions of the Districts will be in compliance with the service plans approved pursuant to Resolution No. [_____] and the Intergovernmental Agreement with the Town contemplated by the service plans.

**ARTICLE 3
VESTED PROPERTY RIGHTS**

Section 3.1 Scope of Vested Property Rights. During the Vesting Period and subject to Section 4.2b, Section 4.4b and Section 4.5, Battle North and its successor Landowners will have and be entitled to rely upon and enforce, and the Town will take no action that would have the effect of abridging, impairing or divesting, the following the rights (collectively the “**Vested Property Rights**”):

- a. The right to process Development Applications, receive approval of the same, plan and engage in land uses for, and to undertake and complete development and use of the Battle Retained Parcels in accordance with the uses, density and intensity of use and development standards set forth in and otherwise subject to the terms and conditions of the Approved SSDPs in such order, at such rate and at such time as market conditions support.
- b. The right to submit and for Town Council and the Town to process Development Applications for the Battle Retained Parcels in accordance with the procedures set forth in the Approved SSDPs (including but not limited to the Bolts Lake Code Provisions and this Section 3.1b) and, to the extent not in conflict with the Approved SSDPS, the Town Code.
- c. The right to develop the Battle Retained Parcels in accordance with the uses, density and intensity of use, and the development standards set forth in the Approved SSDPs.
- d. The right for development of the Battle Retained Parcels to be exempt from:
 - i. subject to and except as expressly stated in Section 3.5a and Section 3.5d, compliance with the requirements of any amendment to the Town Code approved

after the Execution Date that creates generally applicable submittal requirements, procedural requirements, or approval criteria which implicitly or expressly conflict with the terms and conditions of the Approved SSDPs;

ii. any moratorium (whether of facially general applicability within the Town or otherwise) that would have the effect of precluding, delaying, impairing or adversely affecting development of the Battle Retained Parcels in accordance with the Approved SSDPs or otherwise would have the effect of impairing or divesting the Vested Property Rights; and

iii. without Battle North’s (for so long as Battle North owns any property within the Battle North Property) and a majority of successor Landowners’ of directly affected land prior written consent, any ordinance, action or approval by the Town, or processing of any Development Application, that would effect a rezoning of the Battle Retained Parcels or amendment to any Approved SSDP which would have the effect of divesting, impairing or negating the uses, density and intensity of use and development standards set forth in the Approved SSDPs.

e. The right to enforce and rely upon the Deed Restrictions, the Reserved Easements, and the Restrictions.

Section 3.2 Approved SSDPs. In connection with the Vested Property Rights, the terms and conditions of the following will control development within the Battle Retained Parcels (collectively, and including amendments thereto, the “**Approved SSDPs**”):

a. This Development Agreement, expressly including but not limited to:

i. the terms and conditions set forth in Article 2 with respect to subdivision, zoning and development regulations;

ii. the terms and conditions set forth in this Article 3 with respect to the Vested Property Rights;

iii. the terms and conditions set forth in Article 4 with respect to the defaults and remedies; and

iv. the Bolts Lake Code Provisions.

b. The Exemption Plat.

c. Subsequently approved Development Applications for preliminary plans for subdivision, final plats for subdivision, subdivision improvements agreements, limited use permits, conditional use permits, and similar applications, if designated as site specific development plans.

Section 3.3 Vesting Period. Town Council, acting in its legislative capacity as governing body of the Town, expressly finds and determines that the Vested Property Rights will be in effect for a period (the “**Vesting Period**”) that commences on the Effective Date and continues through and including the thirtieth (30th) anniversary of the Effective Date, and that the

duration of the Vesting Period for development of the Battle Retained Parcels is warranted in view of, without limitation, the factors stated in Recital M and: (a) the land area within the Battle Retained Parcels; (b) the significant investment in Infrastructure Improvements and other development-related activities required to facilitate development of the Battle Retained Parcels; (c) the anticipated thirty (30) year build-out and absorption period; (d) the anticipated development of the Battle Retained Parcels in multiple phases; and (e) the probable effect of economic cycles and varying market conditions over the anticipated build-out and absorption period. Subsequently approved Development Applications will only be subject to the Vesting Period if the Town Council makes a specific finding of such applicability as part of approval of future applications described in Section 3.2c.

Section 3.4 Vesting of Property Rights. Town Council, acting in its legislative capacity as governing body of the Town, has approved this Development Agreement in accordance with the requirements of the Vested Property Rights Statute and Vested Property Rights Regulations. This Development Agreement constitutes an approved Site Specific Development Plan, constitutes a “development agreement” within the meaning of Section 24-68-104(2) of the Vested Property Rights Statute and Section 16-21-710(b)(2)(h) of the Town Code, and establishes the Vested Property Rights for a period in excess of three (3) years. Accordingly, Battle North and its successor Landowners have and may rely on the Vested Property Rights during the Vesting Period.

Section 3.5 Applicability of Other Regulations. Provided that Battle North and its successor Landowners do not waive any rights they have to oppose the enactment or amendment of any such regulations or to challenge the validity of regulations enacted after the Execution Date through proper legal means, establishment of the Vested Property Rights will not be construed to preclude the Town from applying to the Battle Retained Parcels on a reasonably uniform and non-discriminatory basis, as such regulations exist on the Execution Date or may be enacted or amended after the Execution Date:

a. Town regulations of general applicability pertaining to building, fire, plumbing, engineering, electrical and mechanical codes (e.g., the International Codes (as defined in Section 18-1-10 of the Town Code, and inclusive of such Town-specific amendments of general applicability thereto as Town Council may adopt from time to time); or

b. Federal, State, Eagle County or other governmental or quasi-governmental body’s regulations with respect to which the Town does not have discretion in applying; provided, however, the foregoing will not be construed as a waiver by Battle North or any successor Landowner of any remedy otherwise available against any entity other than the Town that has imposed such regulations pursuant to the Vested Property Rights Statute or this Development Agreement.

c. Subject to Section 2.9, impact fees of general applicability for Town infrastructure and improvements.

d. To the extent not expressly or implicitly in conflict with this Development Agreement or the Bolts Lake Code Provisions, Town regulations of general applicability pertaining to content of land use applications, processing requirements, procedures of the Planning Commission and Town Council, appeal procedures, and implementation of land use approvals.

Section 3.6 Conflict. The terms, conditions and criteria set forth in the Approved SSDPs will prevail and govern development of the Battle Retained Parcels pursuant to the Bolts Concept Plan. Where the Approved SSDPs do not address a specific subject, the applicable provisions of the Town Code will control.

Section 3.7 No Implied Restriction. This Development Agreement will not be construed as a limitation on the exercise of any power or authority of the Town except to the extent expressly stated in this Development Agreement, and then only to the extent so stated.

**ARTICLE 4
DEFAULTS; REMEDIES; MUTUAL WAIVERS**

Section 4.1 Default by Battle North or a Successor Landowner. A “breach” or “default” by Battle North or a successor Landowner means such Party’s failure to fulfill or perform any express material obligation of such Party stated in this Development Agreement.

Section 4.2 Default by the Town.

a. Generally, a “breach” or “default” by the Town under this Development Agreement means such Party’s failure to fulfill or perform any express material obligation of such Party stated in this Development Agreement.

b. With respect to the Vested Property Rights, and consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Statute and Section 4.5, the Parties acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Battle Retained Parcels as set forth in the Approved SSDPs, except that such rights may be divested only:

i. with the consent of the affected Landowner; or

ii. upon the discovery of natural or manmade hazards within or in the vicinity of the Battle Retained Parcels, which hazards could not have been reasonably discovered at the time of approval of the Approved SSDPs, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare.

c. Accordingly, the Parties acknowledge and expressly intend that, subject to the exceptions listed in Section 4.2b.i and Section 4.2b.ii, any zoning, land use or similar action by the Town, or pursuant to any initiated measure, which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the Battle Retained Parcels pursuant to and in accordance with the Vested Property Rights would impermissibly divest Battle North and successor Landowners, as applicable, of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Statute, and would entitle Battle North and successor Landowners (as applicable) to the specific and limited remedies set forth in Section 4.4; provided, however, the Town will not be deemed in default of this Development Agreement due to actions of third-parties that have the effect of altering, impairing, preventing, diminishing, imposing a moratorium on development, delaying or

otherwise adversely affecting or divesting the Vested Property Rights, and further provided that nothing in this Development Agreement or otherwise will require the Town to approve any land use where a natural or manmade hazard exists on, or in the immediate vicinity of, the proposed area of use, which natural or manmade hazard could not reasonably have been discovered at the time of approval of the development, provided that such hazards are not, or cannot be, corrected and pose a serious threat to the public health, safety, and welfare.

Section 4.3 Notices of Default. If a Party defaults in the performance of its obligations under this Development Agreement, the Party(ies) asserting the default will deliver Notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the Notice within which to cure the default without liability for the default. If the default is not of a type which can be cured within the applicable cure period and the Party alleged to be in default gives Notice to the Party(ies) who asserted the default within such cure period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the applicable period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure periods (and potential extensions thereof): (a) for a default that results in threats to the public health or safety, the non-defaulting Party may seek specific performance and injunctive relief immediately following expiration of the five (5) day cure period without such default having been cured; and (b) a Landowner asserting that the Town is in default will have the right to include a claim for breach of this Development Agreement and/or of the Vested Property Rights Statute in any claim brought under C.R.C.P. 106(a)(4) (which rule requires filing such claim within twenty-eight (28) days after the date of the final decision that is subject to such legal challenge) if such Landowner reasonably believes that failure to include such claim could jeopardize such Landowner's ability to exercise its remedies under this Development Agreement or under the Vested Property Rights Statute at a later date, any claim for breach of this Development Agreement or the Vested Property Rights Statute that is brought before the expiration of the applicable cure period will not be prosecuted by the Landowner asserting such claim until expiration of the applicable cure period, and such claim will be dismissed by the Landowner if the default is cured in accordance with this Section 4.3.

Section 4.4 Remedies. If any default under this Development Agreement is not cured pursuant to Section 4.3, the Party asserting the default will have the right to enforce the obligations of the Party alleged to be in default as follows:

a. Generally, and except to the extent this Development Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of, and to obtain injunctive relief as appropriate to enforce, the defaulting Party's obligations under this Development Agreement, which will be the sole remedy under this Development Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Development Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default:

i. a Landowner that is not in default will be entitled to seek and be awarded such alternate remedies for its actual damages (expressly excluding exemplary damages and damages for lost profits or diminution in value) as may be available at law or in equity; and

ii. as to any Landowner determined in a final judicial judgment to have defaulted in the performance of the terms of this Development Agreement, the Town will be entitled such remedies as may be available at law or in equity and, additionally, to enforce against such Landowner the forfeiture of that Landowner's Vested Property Rights.

b. In addition to and distinct from those remedies otherwise available pursuant to this Section 4.4, this Development Agreement is a Site Specific Development Plan and creates the Vested Property Rights, which entitles Battle North and its successor Landowners to the specific rights and remedies available pursuant to the Vested Property Rights Statute, subject to the mutual waivers and other terms and conditions set forth in Section 4.5.

c. If a final judicial determination is reached that the Town is in default under this Development Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default and instead monetary damages are to be awarded, the Town will have the right to remove such regulations that the court determined constitute a default and to thereby not be legally responsible for payment of any monetary damages.

Section 4.5 Waiver of Potential Claims and Remedies. In consideration of the establishment of the Vested Property Rights, together with the benefits to the Parties that this Development Agreement otherwise assures, the Signatories, on behalf of themselves and their respective successors and assigns, as applicable, have determined that it is in their respective interests to address and to waive certain potential claims, rights and remedies that might otherwise be construed to apply in a manner contrary to the Signatories' intent in entering into and performing their respective obligations pursuant to this Development Agreement.

a. By its adoption of the ordinance approving the execution of this Development Agreement, Town Council has established in its legislative capacity as governing body of the Town that, although the Vested Property Rights Statute provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town will not be subject to liability for monetary damages pursuant to the Vested Property Rights Statute or the Vested Property Rights Regulations as a remedy for breach or default with respect to the Vested Property Rights.

b. In implementation of the foregoing policy to protect the Town from potential monetary liability under the Vested Property Rights Statute while securing to Battle North and its successor Landowners, as applicable, the benefits of the Vested Property Rights under and pursuant to the Vested Property Rights Statute:

i. Battle North hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns (including but not limited to any successor Landowner), any remedial right it or they, as applicable, may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to be paid money damages as just

compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights.

ii. Town Council, in its legislative capacity as governing body of and on behalf of the Town, hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to pay money damages to Battle North or to any successor Landowner as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights.

iii. The Signatories have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them and to their respective successors and assigns as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Development Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 4.2b.i and/or Section 4.2b.ii.

iv. Town Council, acting in its legislative capacity as governing body of the Town and pursuant to its legislatively established policy as set forth in the ordinance that approved execution of this Development Agreement, expressly authorizes, determines and directs that Battle North and other successor Landowners will be entitled to seek and to be awarded, and the Town will be subject to, such mandatory or prohibitory equitable remedies as may be required to secure to the Parties the remedies, limitations on remedies, and enforcement of the other terms and conditions set forth in this Section 4.5

c. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in Section 4.5b will not be enforced against the Town as written, Battle North and its successor Landowners, as applicable, will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Statute to the extent the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 4.2b.i and/or Section 4.2b.ii and such action constitutes a compensable action under the Vested Property Rights Statute.

Section 4.6 Attorneys' Fees and Costs. If either Party commences any action or proceeding against the other Party to enforce the provisions of this Development Agreement, each Party will bear its own attorneys' fees and costs.

Section 4.7 No Cross-Defaults. No default by a Party that is asserted or judicially determined to exist under this Development Agreement will be construed to constitute a default of any other Party under this Development Agreement. No default of a Party that is asserted or judicially determined to exist under this Development Agreement will be construed to constitute a default of such Party under any other agreement to which such Party is a party. No default of a

Party that is asserted or judicially determined to exist under another agreement to which such Party is a party will be construed to constitute a default by such Party under this Development Agreement.

Section 4.8 Limitation on Actions. Any action brought to enforce the terms of this Development Agreement must be commenced, if at all, within two (2) years of the occurrence of the condition of default or will forever be barred.

Section 4.9 Governing Law; Venue; Waiver of Right to Jury Trial. This Development Agreement will be construed according to the laws of the State of Colorado. Venue will be in the district court for the State of Colorado, Eagle County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Development Agreement, **each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Development Agreement.**

Section 4.10 Dispute Resolution Pertaining to Bolts Water Systems. Pursuant to Section 2.7d, if a dispute arises with respect to Town review or approval (as such approval is limited pursuant to Section 2.7c.i and Section 2.7c.ii of this Development Agreement and Sections 13-8-50 and 13-8-60 of the Bolts Lake Utilities Regulations) of the Bolts Water Distribution System, Bolts Water Treatment Plant, or Bolts Water Treatment System, the applicant may submit the dispute to binding arbitration to a panel of three (3) water law technical experts (e.g., engineers, geologists or hydrologists), of which the Town will appoint one expert, the applicant will appoint one expert, and the two appointed experts will select a third expert. The arbitration will be completed within sixty (60) days, the result of the arbitration will be binding on the applicant and the Town, and neither the Town nor the applicant will have any right to further appeal or challenge such result. Each Party to such binding arbitration will bear its own costs of the arbitration (including the fees of all arbitrators).

Section 4.11 Survival. All provisions of this Development Agreement pertaining to remedies, and limitations on remedies, including but not limited to this Article 4, will survive any termination or expiration of this Development Agreement.

**ARTICLE 5
MISCELLANEOUS**

Section 5.1 Authority. Each Signatory affirms that it is fully authorized to enter into and execute this Development Agreement, and that all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize its execution of this Development Agreement have been made.

Section 5.2 Term. The term of this Development Agreement will commence on the Execution Date and will continue through and including the later of: (a) the date on which the Vesting Period expires; and (b) the date upon which the Parties have fully performed their respective material obligations as expressly set forth in the Development Agreement. After expiration of the term, this Development Agreement will be deemed terminated and of no further force or effect; provided, however, such termination will not affect: (i) annexation of the Battle North Property to the Town; (ii) common law vested rights obtained prior to such termination; or

(iii) any right arising from Town permits, approvals or other entitlements for the Battle Retained Parcels which were granted or approved prior to, concurrently with, or subsequent to the approval of this Development Agreement.

Section 5.3 Amendment of Development Agreement.

a. Written Amendment Required. This Development Agreement may be amended, terminated or superseded only by mutual consent in writing of the Parties (for purposes hereof, excluding individual owners, tenants and occupants of residential dwelling units, commercial structures and mixed use structures) following the public notice and public hearing procedures required for approval of this Development Agreement.

b. Effectiveness and Recording. As between the required (pursuant to Section 5.3a) Parties thereto, a written amendment to this Development Agreement will be legally effective and binding upon the later to occur of: (i) execution by the required Parties, or (ii) the effective date of the ordinance approving such amendment. Promptly after any amendment to this Development Agreement becomes effective, the Parties thereto will cause it to be Recorded. Upon Recording, the amendment will be legally effective and will be binding on the Battle North Property, or such portion which is subject to any written amendment, and on all Parties. As between the required Parties thereto, the validity or enforceability of such an amendment will not be affected by any delay in or failure to Record the amendment.

Section 5.4 Time of the Essence; Force Majeure. Time is of the essence with respect to the performance of each Party's obligations under this Development Agreement. However, no Party will be liable for delays or failures to perform due to acts of God, strikes, civil commotions, epidemics, quarantines, freight embargoes, or other customary *force majeure* causes of similar nature not reasonably within such Party's control.

Section 5.5 No Joint Venture or Partnership. No form of joint venture or partnership exists between the Signatories, and nothing contained in this Development Agreement will be construed as making any of the Parties joint venturers or partners.

Section 5.6 No Third Party Beneficiaries. Nothing expressed or implied in this Development Agreement is intended or will be construed to confer upon, or to give to, any legal person other than the Parties, any right, remedy, or claim under or by reason of this Development Agreement or any covenants, terms, conditions or provisions hereof, and all of the covenants, terms, conditions and provisions in this Development Agreement by and on behalf of the Parties will be for the sole and exclusive benefit of the Parties. Nothing in this Development Agreement is intended to interfere with any other agreements by and among any Parties and/or any third parties.

Section 5.7 Assignment. In connection with conveyance of the Battle Retained Parcels or portions thereof, Battle North will have the right, without obligation under this Development Agreement to do so, to assign or transfer all or any portion of its interests, rights or obligations under this Development Agreement to third parties acquiring an interest or estate in the Battle Retained Parcels or such portions thereof, including, but not limited to, a District, an Association, other Landowners or long term ground lessees of individual Lots or other parcels of land within

the Battle Retained Parcels; provided, however, the scope of assigned and released obligations must correspond directly to the portion of the Battle Retained Parcels conveyed to such successor and no such obligations may be assigned and released in a manner which severs the obligations from the land that is directly affected by the assigned and released obligations. To the extent Battle North assigns any of its obligations under this Development Agreement, the assignee of such obligations will expressly assume such obligations. Together with a written agreement executed by the Town consenting to the release of Battle North, the express assumption of any of Battle North's obligations under this Development Agreement by its assignee or transferee will thereby relieve Battle North of any further obligations under this Development Agreement with respect to the matter so assumed. All such rights and unperformed obligations under this Development Agreement will attach to and run with title to the land directly affected by such rights and obligations. If Battle North no longer owns any land within the Battle Retained Parcels, Battle North will have no further, and will be deemed released from any further, rights or obligations under this Development Agreement, and all remaining rights and unperformed obligations under this Development Agreement will run with title to the relevant portions of the Battle Retained Parcels and the Landowners (for purposes hereof, excluding individual owners, tenants and occupants of residential dwelling units, and individual tenants or occupants of commercial structures) thereof. Without the express written agreement of the Town, any assignment contemplated herein will not prevent the Town from enforcing all obligations and remedies in this Development Agreement against any or all of the Landowners of the Battle Retained Parcels; provided, however, if any subdivision improvement agreement, preliminary plat, or final plat requires the party thereto to fulfill any obligation under this Development Agreement, the Town will only enforce such obligation against the party undertaking such obligation pursuant to such subdivision improvement agreement, preliminary plat, or final plat.

Section 5.8 Severability. If a final order issued by a court of competent jurisdiction holds any term, provision, covenant or condition of this Development Agreement to be invalid, void or unenforceable, the remaining provisions of this Development Agreement will, unless amended or modified as provided in Section 5.3, continue in full force and effect so long as enforcement of the remaining provisions would not deprive the Party(ies) against whom they are being enforced of a material benefit of the bargain under this Development Agreement or otherwise be inequitable to such Party(ies) under the facts and circumstances then pertaining. A final judicial determination that the mutual waivers set forth in Section 4.5 or the Town's obligations with respect to the Vested Property Rights are invalid, void, unenforceable such that those obligations will not be enforced: (i) will be construed as depriving Battle North and successor Landowners of a material benefit of the bargain and being otherwise inequitable to such Parties; and (ii) this Development Agreement will be modified by the Parties as provided in Section 5.3 or judicially reformed in such a manner that the obligations and commitments with respect to the Vested Property Rights and mutual waivers can be materially performed and complied with by alternative means that most fully implement the Signatories' intent as reflected in this Development Agreement.

Section 5.9 Construction. Each Party has participated fully in the drafting of this Development Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not apply to interpreting this Development Agreement. The language in this Development Agreement will be interpreted as to its fair meaning and not strictly for or against any Party.

Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
Telephone: (970) 945-2261
Email: mjs@mountainlawfirm.com

If to Battle North: Battle North, LLC
164 Railroad Ave. [Physical]
P.O. Box 56 [mailing]
Minturn, CO 81645
Attention: Tim McGuire
Telephone: 970.827.4609
Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
3500 St. Jacques
Montreal, Quebec, Canada H4c1h2
Attention: Lorne Bassel
Telephone: 514.940.1199
Email: lbassel@craverealestate.com

ACP Communities, LLC
3284 Northside Parkway NW, Suite 570
Atlanta, Georgia 30327
Attention: Amy Wilde
Telephone: 404.334.0450
Email: awilde@acpcommunities.com

Battle North, LLC
c/o Lubert-Adler Partners
2400 Market Street, Suite 301
Philadelphia, PA 19103-3033
Attention: Gerry Ronon
Telephone: 215.972.2220
Email: gronon@lubertadler.com

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, CO 80202
Attention: Munsey Ayers [020665-0009]
Telephone: 303.575.7555
Email: munsey@ottenjohnson.com

Section 5.15 Counterparts; Electronic Delivery. The Signatories may execute this Development Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The Signatories may deliver executed copies of this Development Agreement by e-mail (pdf) and, upon receipt, which

instruments will be deemed originals and binding upon the Parties, regardless of whether the ink signed originals are delivered thereafter.

[Signature Pages and Exhibits Follow this Page]

IN WITNESS WHEREOF, the Signatories have executed this Development Agreement as of the Execution Date, with the intent that this Development Agreement will, subject to Section 1.2, be legally binding upon the occurrence of the Effective Date and will legally attach to and encumber the Battle North Property upon Recording.

TOWN:

Town of Minturn,
a municipal corporation of the State of Colorado

**Town of Minturn Water and Sanitation
Activities Enterprise,**
an enterprise fund established pursuant to
C.R.S. § 37-45.1-101

By: _____
Name: _____
Title: Mayor

ATTESTED by:

By: _____
Town Clerk

APPROVED as to legal form:

By: _____
Town Attorney

EXHIBIT A

Legal Description and Graphic Depiction of the Battle North Property

Battle Retained Parcels: Parcels 7, 9, 13, 14, 15, and 16, Battle Mountain North Exemption Plat, County of Eagle, State of Colorado.

Restricted Parcels: Parcels 3, 4, 10, and 12, Battle Mountain North Exemption Plat, County of Eagle, State of Colorado.

Town Parcels: Parcels 1, 2, 5, 6, 8 and 11, Battle Mountain North Exemption Plat, County of Eagle, State of Colorado.

Graphic Depiction of Battle North Property

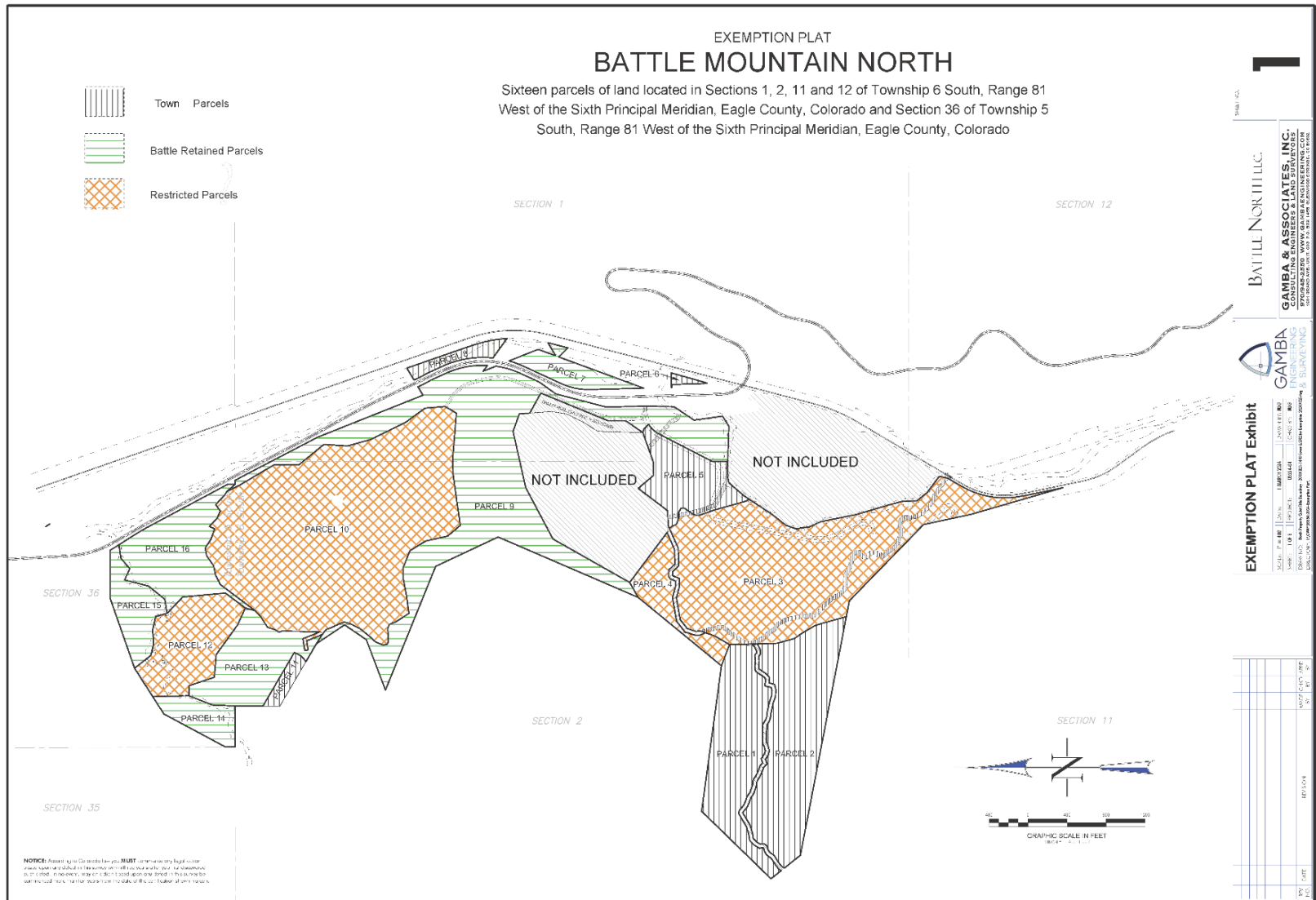


Exhibit A
to Development Agreement
Page 2

EXHIBIT B
Bolts Concept Plan

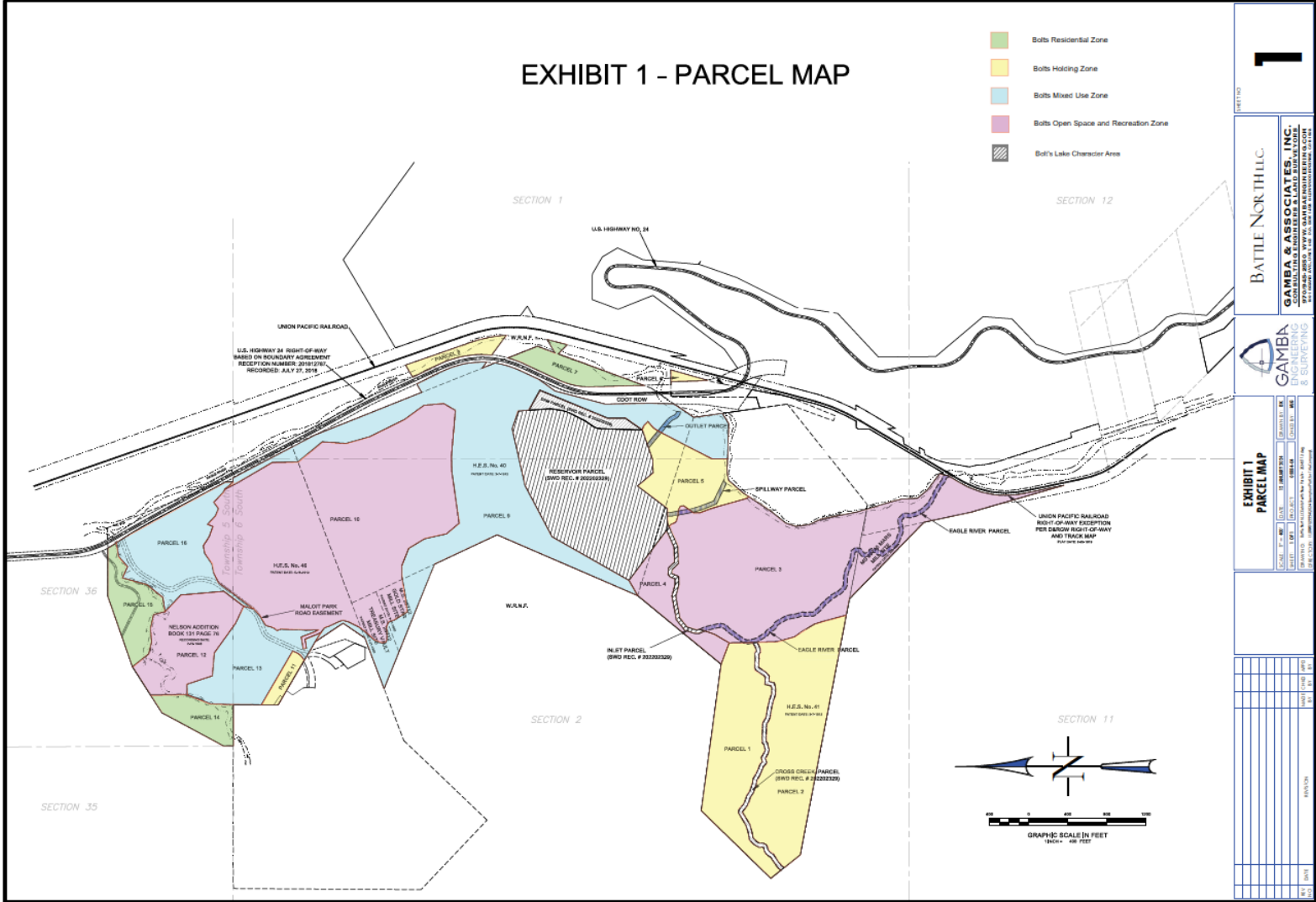


Exhibit B
to Development Agreement
Page I

EXHIBIT C
Bolts Lake Code Provisions

As incorporated into the Town Code pursuant to Ordinance No. 1, Series 2024, the Bolts Lake Code Provisions consist of the following Town Code provisions:

Follow on next page

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 01 – SERIES 2024

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO
AMENDING CHAPTER 13 (UTILITIES CODE), CHAPTER 16
(ZONING CODE), CHAPTER 17 (SUBDIVISION CODE), AND
CHAPTER 18 (BUILDING CODE) 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, pursuant to Resolution 25 – Series 2023, on September 6, 2023, Town Council approved and authorized execution of that certain Settlement Agreement having an effective date of September 6, 2023 (“Settlement Agreement”) for the purposes set forth therein, which purposes included but are not limited to the parties to the Settlement Agreement (“Parties”) undertaking in good faith to coordinate and process certain Town-initiated amendments to the Minturn Municipal Code; and

WHEREAS, the Town is authorized by the Local Government Land Use Control Enabling Act of 1974, § 29-20-101 through § 29-20-108, C.R.S., as amended, and § 31-23-301, C.R.S., as amended, to plan for and regulate the use of land within the Town’s jurisdiction, and to enact zoning, subdivision, and other land use and development regulations; and

WHEREAS, the Town is authorized by State statute to regulate the construction of buildings and improvements within the Town’s jurisdiction (§ 31-15-601, C.R.S.) and to enact building codes and other regulations; and

WHEREAS, as contemplated by and in implementation of the Settlement Agreement, the Town Council and Planning Commission have held various work sessions and public hearings to receive public input on the changes to the Minturn Municipal Code sections described herein (the “Code Amendments”); and

WHEREAS, § 16-21-430 of the Minturn Municipal Code provides that the Town may initiate an amendment of the Zoning Code, and § 16-21-440 provides that the Town’s Planning Commission shall review all proposed amendments to the Town’s Zoning Code at a duly noticed public hearing and shall recommend approval or denial of a proposed amendment by Town Council, and that the Town Council shall finally approve or deny a proposed amendment at a duly noticed public hearing; and

WHEREAS, the Planning Commission at a duly noticed public hearing on February 14, 2024, considered the Code Amendments and provided a recommendation to the Town Council; and

WHEREAS, the Town Council at duly noticed public hearing on February 21, 2024 considered the proposed Code Amendments and recommendation of the Planning Commission

and determined that the amendments are in the best interest of the public health, safety and welfare of the citizens of the Town and conformed in all respects to the Minturn Municipal Code; and

WHEREAS, Sections 4 and 4(a) of the Settlement Agreement require that the Town ordinances comprising the Approvals (as defined in the Settlement Agreement), including but not limited to the Town ordinance approving the Code Amendments, will be legally effective thirty (30) days after publication following the date on which Town Council approves them on second reading; provided, however, and notwithstanding any earlier effective date of such ordinances, each such ordinance will contain an express condition that the substantive matters comprising the Approvals, including but not limited to the Code Amendments, will not be legally effective or binding upon the Parties prior to implementation of the Settlement (as defined in the Settlement Agreement).

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

**SECTION 1
INCORPORATION OF RECITALS**

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

**SECTION 2
AUTHORITY FOR CODE AMENDMENTS**

2.1 Article XI of Town Charter. Final action on the Code Amendments will be accomplished in accordance with the terms and conditions set forth in Article XI of the Town Charter.

2.2 Incorporation into the Minturn Municipal Code (“Code”). The Code Amendments will be incorporated into and made part of the Code in accordance with Sections 1-3-60 and 1-3-80 of the Code.

2.3 Chapter 13 of the Code (the “Utilities Code”).

(a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Sections 13-1-10 of the Utilities Code.

(b) Amendments. Amendments to the Utilities Code will be processed and accomplished pursuant to Sections 1-3-60 and 1-3-80 of the Code.

2.4 Chapter 16 of the Code (the “Zoning Code”).

(a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Sections 16-2-20 and 16-25-90 of the Zoning Code, as such may be amended.

(b) Amendments. Amendments to the Zoning Code will be processed and accomplished pursuant to Code Sections 1-3-60, 1-3-80, 16-21-30, 16-21-410 to 16-21-450.

2.5 Chapter 17 of the Code (the “Subdivision Regulations”).

- (a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Sections 17-2-10 and 17-8-20 of the Subdivision Regulations.
- (b) Amendments. Amendments to the Subdivision Regulations will be processed and accomplished pursuant to Sections 1-3-60 and 1-3-80, and Section 17-1-90 of the Code.

2.6 Chapter 18 of the Code (the “Building Code”).

- (a) Definitions. Unless otherwise defined in the Code Amendments, defined terms will have the meanings stated in Building Code(s).
- (b) Amendments. Amendments to the Building Code will be processed and accomplished pursuant to Sections 1-3-60 and 1-3-80 of the Code.

**SECTION 3
EFFECT OF AMENDMENTS**

Chapters 13, 16, 17 and 18 of the Code are hereby amended to read as follows, with certain sections added or amended and replaced in their entirety and other sections shown with additions in double underlined text, and deletions ~~strike through language is deleted~~. Sections of Chapters 13, 16, 17 and 18 which are not expressly described in this Ordinance continue to be in full effect without change.

**SECTION 4
UTILITIES CODE AMENDMENTS**

4.1 Section 13-1-10. The following defined terms will be inserted, in alphabetical order, into Section 13-1-10 as follows:

Battle Retained Parcels has the meaning stated in Section 16-2-20.

Bolts Development Agreement means, as may be amended, that certain Development and Vested Property Rights Agreement Implementing the Bolts Lake Settlement Agreement Battle One Developer, L.L.P. a Georgia limited liability limited partnership, Battle Two Developer, L.L.P. a Georgia limited liability limited partnership, Battle North, LLC, a Georgia limited liability company, Battle South, LLC, a Georgia limited liability company, and Battle One A Developer, LLC, a Georgia limited liability company (collectively, together with their respective successors and assigns, “Battle”), and the Town of Minturn, Colorado, a home rule municipal corporation (together with its successors and assigns, the “Town”) having an execution date of _____, 2024, recorded in the public records of Eagle County at Reception No. _____.

Bolts Water Distribution System means all water mains, storage tanks, distribution lines, service lines, and related infrastructure necessary to deliver water from the Bolts Water Treatment Plant to lots within the Battle Retained Parcels and, if applicable, to support

non-Town (or Town successors and assigns) activities permitted upon or within the Restricted Parcels.

Bolts Water Treatment Plant means the ERWSD water treatment plant developed within the Battle Retained Parcels (or as may be permitted use within a Restricted Parcel, within a Restricted Parcel) to serve the Battle Retained Parcels with a treatment capacity sized to serve up to 250 dwelling units and 50,000 square feet of gross leasable area.

Bolts Water Treatment System means the Bolts Water Treatment Plant and all diversion structures, raw water input lines and related infrastructure inboard to the Bolts Water Treatment Plant.

Bolts Lake Property has the meaning stated in Section 16-2-20.

ERWSD means, collectively and together with their respective successors and assigns, the Eagle River Water and Sanitation District and the Upper Eagle Regional Water Authority.

Exemption Plat has the meaning stated in Section 17-2-10.

Exemption Plat Parcel has the meaning stated in Section 17-2-10.

Exemption Plat Process has the meaning stated in Section 17-2-10.

Reservoir Agreement means and refers to that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among Eagle River Water and Sanitation District, Upper Eagle Regional Water Authority and Battle North, LLC, dated as of February 9, 2021.

Restricted Parcels has the meaning stated in Section 16-2-20.

Town Parcels has the meaning stated in Section 16-2-20.

4.2 Section 13-1-20. A new Subsection 13-1-20(f) is inserted as follows:

(f) Special Bolts Lake Property Provisions. Municipal water service within the Bolts Lake Property shall be provided in accordance with the following provisions:

(1) Town Parcels and Restricted Parcel Activities. The Town (including through its water and sanitation activities enterprise) will be solely responsible for the provision of municipal water to serve all development or other activities undertaken within or upon the Town Parcels and, to the extent the Town (or any successor or assign of the Town) undertakes any permitted activities within or upon the Restricted Parcels that require water service, to support such Town activities within or upon the Restricted Parcels. Accordingly, the Town's provision of such water service will fully comply with the terms, conditions and requirements of this Chapter 13.

(2) Battle Retained Parcels and Restricted Parcels Activities. The Town (including through its water and sanitation activities enterprise) will not provide municipal

water service to the Battle Retained Parcels or, except as provided in the foregoing clause (1), if applicable, to the Restricted Parcels. Accordingly, development, use and occupancy of residential dwelling units, commercial buildings and other permitted structures and permitted uses within the Battle Retained Parcels and, except as provided in the foregoing clause (1), if applicable, to the extent the landowner of a Restricted Parcel undertakes any permitted activities within or upon the Restricted Parcels that requires water service, the land comprising the Battle Retained Parcels and any such Restricted Parcels are, and water service to such parcels is, exempt from and are not subject to the requirements of Articles 1 through 7, inclusive, of this Chapter 13; provided, however, that the provision of such water service will be governed by Article 8 of this Chapter 13, including any specific provisions of Articles 1 through 6 that are expressly incorporated by reference in Section 13-8-80.

4.3 Section 13-1-120. Subsection 13-1-120 is amended by insertion of new clauses (e), (f) and (g) to read as follows:

- (e) As set forth in Section 13-8-30, the Town will not be liable or responsible for the design, construction, ownership, operation, maintenance or replacement of the Bolts Water Treatment Plant or other elements of the Bolts Water Treatment System.
- (f) As set forth in Section 13-8-60, the Town will not be liable or responsible for the ownership, operation, maintenance or replacement of the Bolts Water Distribution System.
- (g) Article 8 of this Chapter 13 will govern and control with regard to the design, construction, ownership, operation, maintenance and replacement of the Bolts Water Treatment Plant, other elements of the Bolts Water Treatment System, and the Bolts Water Distribution System.

4.4 Article 8. A new Article 8 is inserted as follows:

ARTICLE 8 – Bolts Lake Property Water Service Regulations.

Sec. 13-8-10. – Title.

This Article shall be known and may be cited as the “Bolts Lake Property Water Service Regulations.”

Sec. 13-8-20. – Intent.

The purpose of this Article 8 is, with respect to the Bolts Lake Property, to implement and give effect to certain provisions of the Bolts Development Agreement, to establish exemption from the requirements set forth in other Articles of this Chapter 13, and to establish alternative requirements applicable to the provision of municipal water service to areas within the Bolts Lake Property other than Town Parcels. Water service

required to support development within the Battle Retained Parcels (and any permitted activities within or upon Restricted Parcels that are undertaken by a landowner or other party other than the Town or any successor or assign of the Town) will be subject solely to compliance with the requirements of this Article 8, and will be exempt from the application of all other requirements of this Chapter 13 except to the extent any such provisions are incorporated by reference pursuant to Section 13-8-80. Any water service required with respect to Town Parcels (and any permitted activities within or upon Restricted Parcels that are undertaken by the Town or any successor or assign of the Town) will be fully subject to all other requirements of this Chapter 13.

Sec. 13-8-30. – Waiver of municipal water service.

Each approved exemption plat within the Battle Retained Parcels will contain the statement and acknowledgement required pursuant to Section 17-6-80(7)E(ii). Each approved preliminary plat within the Battle Retained Parcels will contain the statement and acknowledgement required pursuant to Section 17-5-70(i). Each approved and recorded final plat within the Battle Retained Parcels will contain the statement and acknowledgement required pursuant to Section 17-6-40(c). By submitting an application for exemption plat, preliminary plat or final plat within the Battle Retained Parcels and by taking title to any such lot within the Battle Retained Parcels, each landowner and its respective successors and assigns conclusively waives any and all right to receive municipal water service from the Town.

Sec. 13-8-40. – Provision of municipal water service.

(a) In accordance with applicable provisions of the Reservoir Agreement, but subject to the terms and conditions set forth in Section 16-10.5-80, and notwithstanding any provisions of this Chapter 13 to the contrary, ERWSD may provide water service for up to 700 SFE's within the Battle Retained Property (and any permitted activities within or upon Restricted Parcels that are undertaken by a landowner or other party other than the Town or any successor or assign of the Town) utilizing the Bolts Water Treatment System and the Bolts Water Distribution System. Water service for development within the Battle Retained Parcels (and any permitted activities within or upon Restricted Parcels that are undertaken by a landowner or other party other than the Town or any successor or assign of the Town) must comply with applicable provisions of this Article 8 and ERWSD regulations. The Town will have no obligation or responsibility with respect to acquisition or provision of water rights used or proposed to be used in connection with the Bolts Water Distribution System or required to serve development within the Battle Retained Parcels.

(b) As part of any application for preliminary or final plat, but not for an application for an exemption plat within the Bolts Lake Property, the applicant shall provide to the Town the letter from ERWSD required by Sections 17-5-70(f)(1)a and 17-6-40(b)(9)d, as applicable.

Sec. 13-8-50. – Development and Operation of the Bolts Water Treatment System.

(a) Exempt from 1041 Regulations. Section 13-8-40 and the Bolts Development Agreement authorize development of the Bolts Water Treatment System and Bolts Water Distribution System. Per Code Section 16-25-40(8), development and operation of the Bolts Water Treatment System will be fully exempt from all review and permitting requirements of Chapter 16, Article 25 of the Code. The Town may require application for a permit (as such term is defined in Section 16-25-90) for any expansion of the Bolts Water Treatment System treatment capacity or service area in addition to such capacity and service area as described in and limited by Section 13-8-40.

(b) Town Review of Location. The Town will not own, operate or maintain the Bolts Water Treatment System. Design, construction and operation of the Bolts Water Treatment System will comply with applicable ERWSD and CDPHE regulations and permitting requirements. In connection with any exemption plat and/or final plat within the Battle Retained Parcels that proposes the location of the Bolts Water Treatment Plant, the Town will review and may approve the location of the Bolts Water Treatment Plant. Such Town review may include the location, character and extent of the Bolts Water Treatment Plant pursuant to C.R.S. § 31-23-209. Except with respect to the Town’s review of the Water Treatment Plant location as provided above, the Town will not exercise or conduct any technical or other review of the Water Treatment System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

Sec. 13-8-60. – Development and Operation of the Bolts Water Distribution System.

The Town will not own, operate or maintain the Bolts Water Distribution System. In connection with preliminary and final plat(s) for development within the Battle Retained Parcels, the Town may review and approve locations of the Bolts Water Distribution System. Engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations and Chapter 17 (including but not limited to applicable fire flow requirements), except as expressly stated to the contrary in Chapter 5 Section 6.02 of Appendix C to the Town Code. Except with respect to the Town’s review of the Bolts Water Distribution System as provided above, the Town will not exercise or conduct any technical review of the Bolts Water Distributions System, including but not limited to its location, character, and extent pursuant to C.R.S. § 31-23-209.

Sec. 13-8-70. – Right of entry for inspections.

A duly authorized employee or agent of the Town bearing proper credentials and identification shall be permitted, upon due notice to the landowner, to enter upon any and all lots within the Battle Retained Parcels for the purpose of confirming compliance with and enforcing this Article 8.

Sec. 13-8-80. Expressly Incorporated Provisions.

The following provisions of Articles 1 through 6 of this Chapter 13 are incorporated in this Article 8 by reference, subject to such modifications or qualifications as may be set forth below.

- (a) Section 13-1-10 (definitions).
- (b) Section 13-1-20(f) (exclusive authority of Town: exceptions).
- (d) Section 13-1-80 (fire hydrant use restricted).
- (e) Section 13-1-90 (pollution and interference with supply prohibited).
- (h) Section 13-1-120(e) and (f) (exculpation of Town).
- (i) Section 13-2-60(a) (restriction on connections to Town water system).
- (j) Section 13-2-120 (unauthorized uses of and tampering with Town water system).
- (k) Section 13-3-10 (authority for extensions of Town water system).
- (l) Article 6 (watershed protection plan).

**SECTION 5
ZONING CODE AMENDMENTS**

5.1 Section 16-2-20. The following defined terms will be inserted, in alphabetical order, into Section 16-2-20 as follows:

Battle Retained Parcels means, whether unplatted or divided into tracts, parcels, lots and blocks pursuant to the Exemption Plat Process or a recorded final plat, all land within the Bolts Lake Property that is neither a Town Parcel nor a Restricted Parcel and is intended for future development or other disposition.

Bolts Concept Plan means and refers to the concept plan and master map for the Bolts Lake Property that is set forth in Section 16-10.5-25, and which depicts the general locations of the Battle Retained Property, the Restricted Parcels and the Town Parcels.

Bolts Lake Property means the approximately 379 acres of land consisting of the Battle Retained Property, the Restricted Parcels and the Town Parcels, as conceptually depicted in the Bolts Concept Plan, but excluding any land conveyed to and owned in fee by ERWSD (or its successors and assigns) pursuant to the Reservoir Agreement.

Bolts Water Distribution System has the meaning stated in Section 13-1-10.

Bolts Water Treatment Plant has the meaning stated in Section 13-1-10.

Bolts Water Treatment System has the meaning stated in Section 13-1-10.

Day Spa means a non-destination commercial establishment (as distinguished from a spa/wellness center) comprising less than 5,000 square feet of gross leasable area (as defined in Section 16-10.5-80(2)) that offers aesthetic services such as massages, face and body treatments, and skin and nail treatments.

ERWSD has the meaning stated in Section 13-1-10.

Exemption Plat has the meaning stated in Section 17-2-10.

Exemption Plat Parcel has the meaning stated in Section 17-2-10.

Exemption Plat Process has the meaning stated in Section 17-2-10.

Reservoir Agreement has the meaning stated in Section 13-1-10.

Restricted Parcels means, as depicted on the Bolts Concept Plan, the following parcels or tracts of land within the Bolts Lake Property that are created pursuant the Exemption Plat Process, are neither Town Parcels nor Battle Retained Parcels, and are subject to certain perpetual easements, restrictive covenants, purchase options or similar restrictions that run with title to such parcels, are binding on the landowner thereof, and are enforceable by and for the benefit of the Town: (A) the OTP Area; (B) the Processing Area (being a portion of the Reservoir South Area); (C) the CTP Area; and (D) the Maloit Wetlands Area.

Spa/Wellness Center means a destination commercial establishment (as distinguished from a day spa) comprising at least 5,000 square feet of gross leasable area (as defined in Section 16-10.5-80(2)) that offers health and aesthetic services such as massages, face and body treatments, and skin treatments; health and wellness activities such as yoga rooms, meditation rooms, saunas, and hot tubs; and/or associated food and beverage services.

Temporary Processing Area means, together with the placement site as described below, an area used for processing and temporary storage of soil, gravel, minerals, rocks, sand and similar materials excavated from an immediately adjacent site for the purpose of post-processing placement on another immediately adjacent site.

Town Parcels means, as depicted on the Bolts Concept Plan, the following parcels or tracts of land within the Bolts Lake Property that are created pursuant the Exemption Plat Process, are neither Battle Retained Parcels nor Restricted Parcels, and are fee-owned by the Town (or a successor of the Town): (A) the Highlands Area; (B) the Reservoir South Area (excluding the Processing Area); (C) the Rec Center Parcel(s); and (D) the Highway 24 Parcels.

5.2 Section 16-3-10. Subsection (7) of Section 16-3-10 is amended to read as follows:

- (7) Bolt's Lake, ~~Gilman~~, Willow Creek, Rock Creek, and Holy Cross Character Areas. Uses within these Character Areas shall be as set forth in Sections 16-10-20, 16-10-30 and 16-10.5-70 of this Chapter, as applicable.

5.3 Article 10. The heading of Article 10 is amended to read as follows:

ARTICLE 10 – Bolt's Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas

5.4 Section 16-10-10. Section 16-10-10 is amended to read as follows:

Sec. 16-10-10. – Establishment of Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas.

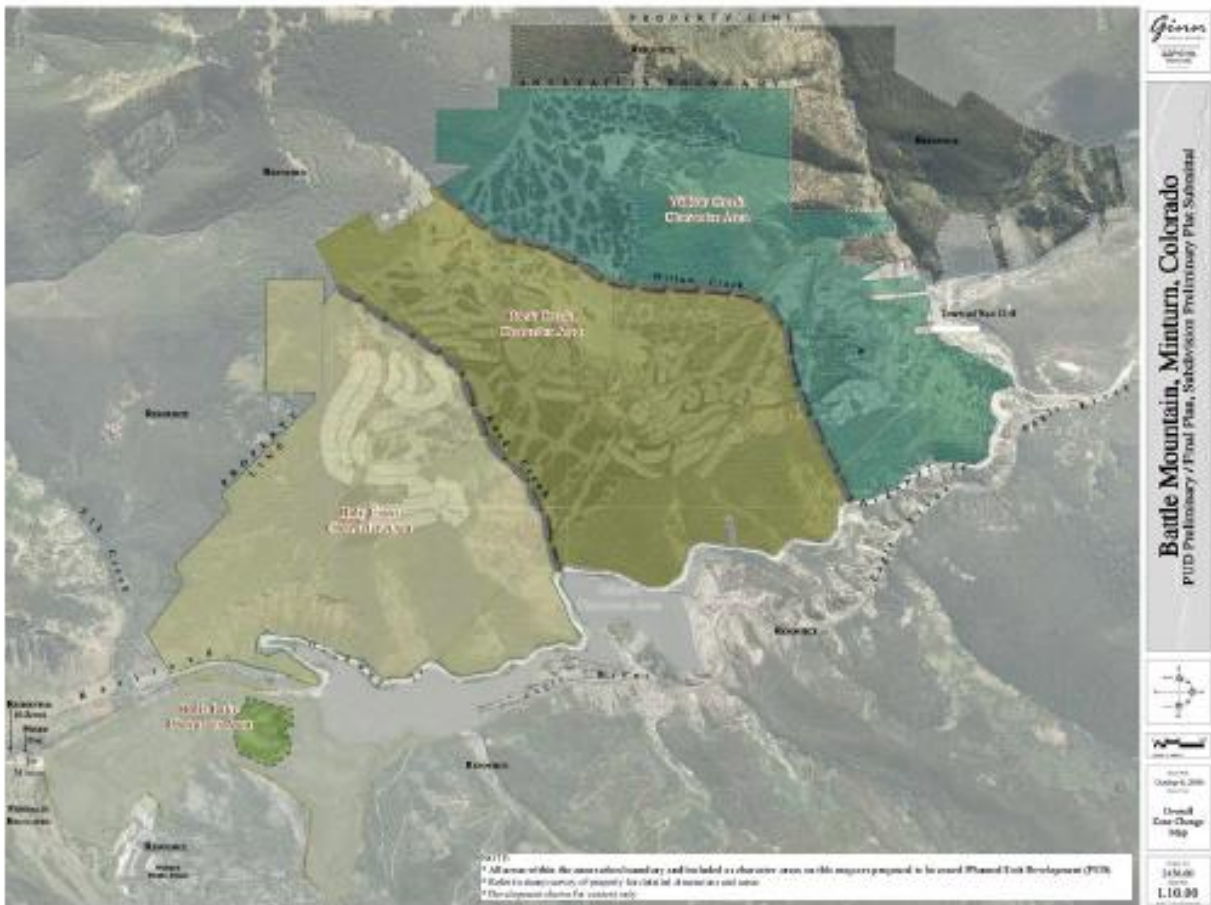
The Zoning Map of the Town is hereby amended to reflect the establishment of the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas as shown on Attachment A, a copy of which is available at the Planning Department.

5.5 Section 16-10-20. The initial paragraph of Section 16-10-20 is amended to read as follows:

Sec. 16-10-20 - Character Area characteristics.

Except as otherwise provided in Sections 16-10-20 and 16-10-30, uses within the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas shall be set forth on an approved final development plan for those areas. Until such time as a final development plan is approved, property within the Bolt’s Lake, ~~Gilman~~, Willow Creek, Rock Creek and Holy Cross Character Areas shall be used only for the following purposes:

5.6 Section 16-10-25. Section 16-10-25 is amended to replace Illustration 16-10.5 as follows:



5.7 Article 10.5. A new Article 10.5 is inserted as follows:

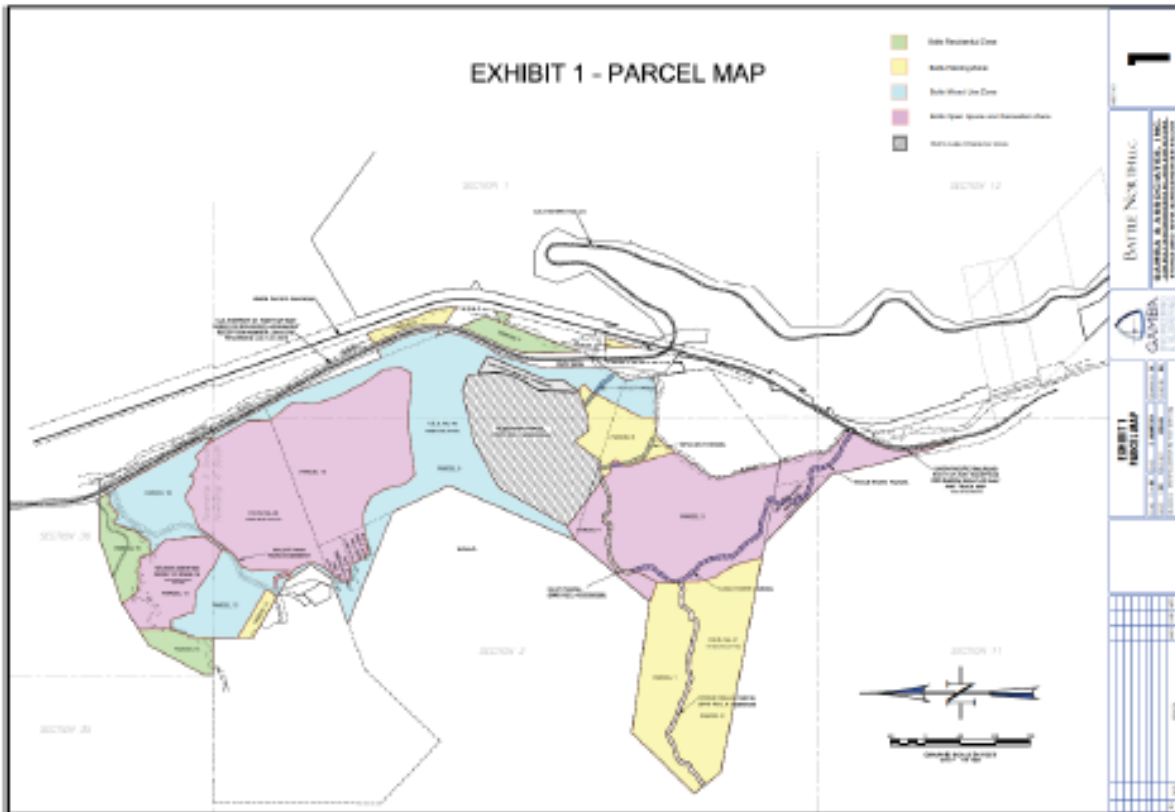
ARTICLE 10.5 – Bolts Lake Property Zone Districts.

Sec. 16-10.5-10. – Establishment of Zone Districts.

The following four zone districts are hereby established and are available, upon proper application and approval pursuant to the terms of this Article 10.5, to be applied to specific legally described areas with the Bolts Lake Property: (1) the Bolts Residential Zone; (2) the Bolts Mixed Use Zone; (3) the Bolts Open Space and Recreational Zone; and (4) the Bolts Holding Zone. These four zones provide for a variety of residential, commercial, public utility, and open space uses.

Sec. 16-10.5-25. – Bolts Concept Plan.

The Bolts Concept Plan, as defined in Section 16-2-20, is set forth as Illustration 16-10.5 below.



Sec. 16-10.5-30. – Bolts Residential Zone.

(a) The Bolts Residential Zone is characterized primarily by low density single family residences and duplexes and related public utilities, including, but not limited to the Bolts

Water Treatment System and Bolts Water Distribution System. Compatible public recreational and open space uses are encouraged.

(b) The purpose of the Bolts Residential Zone is to enable an eclectic mix of housing types and styles consistent with the housing types and character in other areas of the Town.

Sec. 16-10.5-40. – Bolts Mixed Use Zone.

(a) The Bolts Mixed Use Zone is characterized by residential and low-impact commercial business uses. The vertical integration of uses is encouraged. Compatible public recreational and open space uses are encouraged.

(b) The purpose of the Bolts Mixed Use Zone is to enable mixed use buildings and denser multi family, single-family homes, and duplexes similar in character, but with smaller minimum lot sizes than in the Bolts Residential Zone.

Sec. 16-10.5-50. – Bolts Open Space and Recreational Zone.

(a) The Bolts Open Space and Recreational Zone is characterized primarily by undeveloped open space, active and passive recreational uses, and public utilities.

(b) The purpose of the Bolts Open Space and Recreational Zone is to provide complimentary open space, active and passive recreational uses and public utilities for adjacent development in the Bolts Lake Property.

Sec. 16-10.5-60. – Bolts Holding Zone.

(a) The Bolts Holding Zone is characterized primarily by land owned by the Town that is to be held for further zoning determinations or later conveyance by the Town.

(b) The purpose of the Bolts Holding Zone is to create a zone for property that will be later rezoned or conveyed by the Town.

Sec. 16-10.5-70. – Permitted Use Table.

Notwithstanding anything in this Chapter 16 to the contrary, Table 16-[] sets forth the uses for the Bolts Lake Property Zone Districts.

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
R – Use by right; C – Conditional use; L – Limited use; N – Not allowed				
Accessory apartments – residential building	R	R	N	N
Accessory apartment – mixed use building	N	R (on second floor or higher in mixed use buildings)	N	N
Accessory dwellings	R	R	N	N
Agricultural uses	N	N	N	N

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
Amusements	N	R	L	N
Automotive detail shops	N	N	N	N
Automotive parts sales	N	N	N	N
Bakeries and confectioneries	N	R	N	N
Bakeries and delicatessens with food service	N	R	N	N
Banks and financial institutions	N	R	N	N
Bed and breakfast	N	R	N	N
Business and office services	N	R	N	N
Car washes (stand-alone or accessory to a gas station use)	N	N	N	N
Club	N	R	N	N
Cocktail lounges, taverns	N	R	N	N
Commercial accommodations	N	R	N	N
Convenience stores	N	R	N	N
Day Spa	N	R	N	N
Delicatessens and specialty food stores	N	R	N	N
Drive-thru/tip establishments	N	C	N	N
Drugstores and pharmacies	N	R	N	N
Dry cleaners	N	N	N	N
Duplexes	R	R	N	N
Garden landscaping supply and seed stores	N	R	N	N
Gas stations (with or without convenience store)	N	C	N	N
Grocery stores	N	R	N	N
Ground mounted solar energy systems, small scale wind systems, communications facilities and similar facilities	L	L	R	R
Haircare	N	R	N	N
Health/medical offices	N	R	N	N
Home business	L	L	N	N
Home occupation	L	L	N	N
Institutional uses	N	R	N	N
Laundries	N	N	N	N
Laundromats	N	R	N	N
Liquor stores	N	R	N	N
Manufacturing, light	N	N	N	N
Multi-family dwellings	R	R	N	N

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
Natural resource / material processing	N	N	C	N
Office uses	N	R	N	N
Open space (private and public)	R	R	R	N
Pawn shops	N	N	N	N
Photographic studios	N	R	N	N
Professional activities	N	R	N	N
Professional offices, business offices and studios	N	R	N	N
Public utilities and related public utility facilities, including, without limitation, any ERWSD facilities, the Bolts Water Treatment Plant, Bolts Water Treatment System, and Bolts Water Distribution System	R	R	R	R
Recreational facility (private and public)	C	R	R	R
Recreational uses, (outdoor, passive and active non-motorized) including but not limited to cross country skiing, mountain biking, equestrian, hiking, fishing	R	R	R	R
Restaurant	N	R	N	N
Retail	N	R	N	N
Single-family residential dwellings	R	R	N	N
Small appliance repair shops, excluding furniture repair	N	R	N	N
Spa/wellness center	N	R	N	N
Tailors and dressmakers	N	R	N	N
Temporary processing area	N	N	R (Processing Area and OTP, subject to restrictions of record for the benefit of and enforceable by Town) C (other than Processing Area and OTP)	N
Theaters, meeting rooms, churches and convention centers	N	C	N	N
Travel and ticket agencies	N	R	N	N

Sec. 16-10.5-80. – Density; Limitations applicable to Battle Retained Parcels.

(1) For purposes of calculating residential density, each residential dwelling unit, regardless of type, within the Bolts Lake Property will comprise one "dwelling unit." By way of example, a single-family home is one dwelling unit, an accessory dwelling unit is one dwelling unit, a duplex is two dwelling units, a multifamily building containing six separate apartments or condominium units is six dwelling units, etc.

(2) For purposes of calculating commercial density within the Bolts Lake Property, "gross leasable area" means the total floor area (measured from the interior surface of demising walls) that is designed for the tenants' or business' occupancy and exclusive use, and does not include the floor area of any public or common areas such as utility rooms, mechanical rooms, stairwells, elevator shafts, foyers, malls, terraces, balconies, and like spaces.

(3) The Battle Retained Parcels will be subject to the following density limitations:

A. Residential. The maximum residential density within the Bolts Residential District and the Bolts MU District is, cumulatively:

i) If a spa/wellness center is not developed within the Bolts MU District, two hundred fifty (250) dwelling units; or

ii) If a spa/wellness center is developed within the Bolts MU District, two hundred twenty-five (225) dwelling units.

B. Commercial. The maximum nonresidential commercial development within the Bolts MU District, cumulatively, is 50,000 square feet of gross leasable area. If a spa/wellness center is developed within the Bolts MU District, the following elements will not count as gross leasable area for purposes of the foregoing square footage limit: (A) "back of house" areas such as laundry rooms, locker rooms, changing rooms, restrooms, lunch rooms, loading dock/supply storage areas, and areas housing similar operational functions; and (B) stand-alone ancillary and accessory structures (whether fully or partially enclosed) such as cabanas, snack/drink bars, and structures housing saunas, hot tub areas, massage rooms, yoga rooms, meditation rooms and similar health/wellness activities.

Sec. 16-10.5-90. – Terms and conditions applicable Bolts Lake Property.

Notwithstanding anything in Section 16-10-20 to the contrary, permitted uses pursuant to Section 16-10.5-70 within the Bolts Lake Property must be developed and maintained in accordance with the following terms and conditions:

(1) Provision of potable water for development on lots will comply with the requirements set forth in Article 8 of Chapter 13.

(2) Construction of buildings, structures, and related improvements within lots will comply with the following requirements:

A. Development within any lot will comply with the requirements set forth in Article 15 of Chapter 18 and Appendix C to the Code, except as expressly stated to the contrary in Section 6.02 of Appendix C to the Code.

B. Development within the Bolts Lake Property will be subject to the design standards and design review pursuant to Sections 16-17-200 and 16-21-615, and Appendix B to the Code, provided that development within the Battle Retained Parcels need only comply with Sections I and II of Appendix B to the Code.

C. The maximum building height set forth in Section 16-2-60 will not apply to development within the Bolts Lake Property.

D. The general lot requirements and dimensional standards set forth in Section 16-2-40 will not apply to the development of lots within the Bolts Lake Property.

E. The following physical parameters shall apply to all development on lots within the Bolts Lake Property zone districts described below:

Zone	Use	Minimum Lot Area	Maximum Building Lot Coverage	Maximum Impervious Surface Area	Maximum Building Height	Minimum Setbacks		
						Front	Rear	Side
Bolts Residential Zone	Single-family home, accessory dwelling unit	4,000 s.f.	50%	60%	28 ft.	20 ft.	10 ft.	5 ft.
	Duplex	5,000 s.f.	50%	60%	28 ft.	20 ft.	10 ft.	5 ft.
	Other	N/A	50%	60%	28 ft.	20 ft.	10 ft.	5 ft.
Bolts Mixed Use District	Residential uses (other than multi-family dwellings)	2,500 s.f.	50%	60%	28 ft.	10 ft.	10 ft.	5 ft.
	Multi-family dwellings	5,000 s.f.	If mixed use: 80% If not mixed use: 50%	If mixed use: 90% If not mixed use: 60%	If mixed use: 35 ft. If not mixed use: 28 ft.	10 ft.	10 ft.	5 ft.
	Commercial	2,500 s.f.	80%	90%	35 ft.	10 ft.	10 ft.	5 ft.
Bolts Open Space and Recreational Zone	All	N/A	N/A	N/A	Building height and setback requirements to be determined at time of Design Review approval, Conditional Use review, or Location and Extent Review pursuant to <u>C.R.S. § 31-23-209</u>			

Bolts Holding Zone	All	N/A	N/A	N/A	N/A	N/A	N/A	N/A

F. Development within the Battle Retained Parcels is exempt from clauses (e) and (l) of Section 16-2-50.

(3) Off street parking and loading requirements within the Bolts Lake Property will be in accordance with the requirements set forth in Article 16 of Chapter 16.

(4) Limited uses identified in Section 16-10.5-70 will be processed and reviewed in accordance with Section 16-21-630.

(5) Conditional uses identified in Section 16-10.5-70 will be processed and reviewed in accordance with Section 16-21-620.

5.8 Section 16-21-710. Section 16-21-710(b)(2) is amended by insertion of new clause h to read as follows:

h. An approved development agreement.

5.9 Appendix B of Town Code. A new paragraph is added to the end of Section I.D as follows:

Pursuant to Section 16-10.5-90(2)B of the Town Code, only Sections I and II of these standards and guidelines shall apply to development within the Battle Retained Parcels.

**SECTION 6
SUBDIVISION CODE AMENDMENTS**

6.1 Section 17-2-10. The following defined terms will be inserted, in alphabetical order, into Section 17-2-10 as follows:

Battle Retained Parcels has the meaning stated in Section 16-2-20.

Bolts Lake Property has the meaning stated in Section 16-2-20.

Exemption Plat means the recorded final plat as approved pursuant to the exemption plat process.

Exemption Plat Parcel means, whether designated as a parcel, tract, lot or otherwise, a specific parcel of land located within the Bolts Lake Property created and legally described by reference to a recorded Exemption Plat, which parcel is legally conveyable but must be replatted to create buildable lots pursuant to a recorded final plat prior to submittal of building permit applications for habitable improvements.

Exemption Plat Process means the process described in Section 17-6-80 and applicable to the Bolts Lake Property for administrative review and approval of final subdivision plats

to create legally conveyable (but not developable prior to recording of an approved final plat) Exemption Plat Parcels within the Bolts Lake Property.

6.2 Section 17-3-30. Section 17-3-30 is amended to read as follows:

(a) The Town Council may, pursuant to a resolution duly adopted at a public meeting, exempt from the provisions of this Chapter any division of land if the Town determines that such division is not within the purposes of this Chapter and, in addition, the method of disposition adopted is not for the purpose of evading the provisions of this Chapter. Exempted divisions of land include those listed in the definition of subdivision in Section 17-2-10 of this Chapter.

(b) The Town Council hereby establishes an exemption plat process for the Bolts Lake Property. The purpose of the exemption plat process and exemption plat review is for the applicant to submit an application pursuant to Section 17-6-80 for administrative review and approval of plats to create legally conveyable (but not developable prior to recording of an approved final plat) exemption plat parcels within the Bolts Lake Property. Precise size, shape and location of lots, blocks, streets, easements, open space and other parcels of land to be created within the exemption plat parcels, and detailed, final engineered plans for public improvements and infrastructure will not be required for the exemption plat process, and such matters will be deferred to the preliminary plat and final plat processes.

6.3 Section 17-5-70. Section 17-5-70 is amended as follows:

(a) Subsection 17-5-70(f)(1)a. is amended to read as follows:

a. Adequate evidence prepared by a registered engineer that a water supply that is sufficient in terms of quality, quantity and dependability will be available to ensure an adequate supply of water for the type of subdivision proposed, including requirements for fire protection. For preliminary plat applications affecting Battle Retained Parcels, a letter from ERWSD confirming its ability and commitment to meet the physical and legal water service needs for the proposed land use including fire flows. The ERWSD letter will be deemed to fully satisfy the foregoing requirement. Per Section 13-8-60, engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations (including but not limited to applicable fire flow requirements).

(b) Subsection 17-5-70(f)(3) is amended to read as follows:

(3) Water supply options. A review and analysis of all viable options for water supply, indicating the relative benefits of each, shall be submitted. For preliminary plat applications affecting Battle Retained Parcels, the foregoing requirement shall be satisfied by the ERWSD letter required by Section 17-5-70(f)(1)a.

(c) A new Subsection 17-5-70(j) is inserted as follows:

(j) Any preliminary plat within the Battle Retained Parcels must include the following statement and acknowledgement:

Municipal Water Service. The landowner(s) of the lots, tracts, blocks or parcels created pursuant to this plat and other parties having an interest in such hereby acknowledge that the Town will not provide, and will have no obligation to provide municipal water service to the lots, tracts, blocks or parcels or any improvements located within the lots, tracts, blocks or parcels. In consideration of the Town's approval of this plat, the landowner(s) and other parties having an interest in the property that have executed this plat, by so executing this plat, and all successor owners of the lots, tracts, blocks or parcels created pursuant to this plat or other parties having an interest therein, by taking title to or acquiring an interest in such, knowingly and intentionally waive any and all right to disconnection of the property arising under C.R.S. § 31-12-119 and based on failure to provide municipal services on the same general terms and conditions as the rest of the Town receives, to the extent based on the Town not providing the lots with municipal water service as described herein.

6.4 Section 17-6-40. Section 17-6-40 is amended as follows:

(a) Subsection 17-6-40(b)(9)d. is amended to read as follows:

d. Adequate evidence of water in sufficient quantity for both domestic and irrigation use which shall be transferred to a legal entity which shall be established to operate a system to provide such quantity of water. For final plat applications affecting Battle Retained Parcels, a letter from ERWSD confirming its ability and commitment to meet the physical and legal water service needs for the proposed land use including fire flows. The ERWSD letter will be deemed to fully satisfy the foregoing requirement. Per Section 13-8-60, engineering and technical requirements of the Bolts Water Distribution System will be subject to ERWSD regulations and Chapter 17 (including but not limited to applicable fire flow requirements).

(b) A new Subsection 17-6-40(c) is inserted as follows:

(c) Any final plat within the Battle Retained Parcels must include the following statement and acknowledgement:

Municipal Water Service. The landowner(s) of the lots, tracts, blocks or parcels created pursuant to this plat and other parties having an interest in such hereby acknowledge that the Town will not provide, and will have no obligation to provide municipal water service to the lots, tracts, blocks or parcels or any improvements located within the lots, tracts, blocks or parcels. In consideration of the Town's approval of this plat, the landowner(s) and other parties having an interest in the property that have executed this plat, by so executing this plat, and all successor owners of the lots, tracts, blocks or parcels created pursuant to this plat or other parties having an interest therein, by taking title to or acquiring an interest in such, knowingly and intentionally waive any and all right to disconnection of the property arising under C.R.S. § 31-12-119 and based on failure to provide municipal services on the same general terms and conditions as the rest of the Town receives.

to the extent based on the Town not providing the lots with municipal water service as described herein.

6.5 Section 17-6-80. A new Section 17-6-80 is inserted as follows:

Sec. 17-6-80. – Bolts Lake Property Exemption plat process.

Notwithstanding anything in the Subdivision Regulations to the contrary, which regulations will not apply to the exemption plat process unless expressly set forth in this Section, the creation of legally conveyable (but not developable prior to recording of an approved final plat) exemption plat parcels, will be accomplished by administrative review and approval by the planning director, and recording of an exemption plat, in accordance with the following requirements and procedures:

- (1) A pre-application meeting in conformance with Section 16-21-140 of the Code.
- (2) An application pursuant to the exemption plat process may only be submitted by a party permitted under Section 17-3-10.
- (3) There is no limit on the number of exemption plat parcels that may be created within the Bolts Lake Property pursuant to the exemption plat process.
- (4) Except for the creation or realignment of Town Parcels and Restricted Parcels, the minimum size for a parcel to qualify for an exemption plat is 5 acres.
- (5) The application must contain the following materials:
 - A. A completed application form in the format provided by the planning director and executed by the landowner or the landowner’s authorized agent.
 - B. A check for the then-current exemption plat processing fee in an amount to be established by resolution of the Town Council.
 - C. One electronic copy and three (3) paper copies measuring twenty-four (24) by thirty-six (36) inches of the proposed exemption plat prepared in accordance with the requirements set forth in Section 17-6-80(5).
 - D. If required to provide legal access to a proposed exemption plat parcel that otherwise does not or would not have legal access to a public roadway, one electronic copy and three (3) paper copies of the proposed form of access easement agreement that will, upon recording, establish legal access from a public road to the boundary of each exemption plat parcel (to the extent such easement(s) are not created by recording of the exemption plat).

E. A copy of a title commitment issued by a title company doing business in Eagle County with an effective date no earlier than sixty (60) days prior to the submission of the application.

(6) Within fifteen (15) business days of receiving the application, the planning director will confirm and advise the applicant in writing whether the application is complete. If the application is not complete, the applicant may supplement the application and the planning director will provide an updated written determination of completeness as otherwise provided herein.

(7) Within thirty (30) business days after the date on which the application is determined complete, the planning director, after consultation with appropriate staff and referral agencies, if any, will complete review of the proposed exemption plat to confirm whether it complies with the following requirements:

A. It adheres to the format for final plats as described in Section 17-6-40(b), excluding subparagraphs (3), (4) and (9); provided, however, all surveying data shall be tied to primary control points. With respect to subparagraph (2), street addresses do not need to be assigned or shown for each exemption plat parcel. With respect to subparagraph (8)d, the certificate of ownership does not need to include any language of dedication. With respect to subparagraph (8)e, the certificate of title will be executed by a title company and will reference liens and exceptions to title as reflected in a specifically identified title commitment. The exemption plat shall include a certificate that taxes on the property have been paid.

B. It contains a certificate to be executed by a professional land surveyor, as defined in C.R.S. 38-51-102(16), that the proposed exemption plat was prepared in accordance with C.R.S. 38-51-106, which certificate will be deemed to satisfy the requirement of Section 17-6-40(b)(8)f.

C. It depicts rights-of-way and easements pursuant to C.R.S. 38-51-106 (1)(B)(I).

D. It complies with Section 17-3-40 of the Subdivision Regulations by demonstrating legal access. Such compliance will be demonstrated by the exemption plat depicting an existing or proposed road that would physically connect each proposed exemption plat parcel to a public road, identifies whether legal access to the exemption plat parcels is (or will be) granted by the exemption plat or by a separate instrument, and describes by reference to a recorded, or to be recorded, access easement agreement required pursuant to subparagraph (3)D above.

E. It contains the following statements and acknowledgements:

i) Land Not Developable. The landowner(s) of the exemption plat parcels created pursuant to this exemption plat and other parties having an interest in such exemption plat parcels

hereby acknowledge that no development is permitted on such exemption plat parcels prior to recording of an approved final plat for the land included in this exemption plat. This exemption plat and the exemption plat parcels created pursuant to this exemption plat only provide for the ability to legally convey such exemption plat parcels pursuant to Section 17-6-80 of the Town Code. Subsequent applications for preliminary plat(s) and final plat(s) will be required to be processed and approved, and such approved final plat(s) must be recorded, in order to create developable lots and other parcels within the exemption plat parcels created pursuant to this exemption plat.

- ii) Municipal Water Service. The landowner(s) of the lots, tracts, blocks or parcels created pursuant to this plat and other parties having an interest in such hereby acknowledge that the Town will not provide, and will have no obligation to provide municipal water service to the lots, tracts, blocks or parcels or any improvements located within the lots, tracts, blocks or parcels. In consideration of the Town's approval of this plat, the landowner(s) and other parties having an interest in the property that have executed this plat, by so executing this plat, and all successor owners of the lots, tracts, blocks or parcels created pursuant to this plat or other parties having an interest therein, by taking title to or acquiring an interest in such, knowingly and intentionally waive any and all right to disconnection of the property arising under C.R.S. § 31-12-119 and based on failure to provide municipal services on the same general terms and conditions as the rest of the Town receives, to the extent based on the Town not providing the lots with municipal water service as described herein.

(8) Upon completion of the foregoing review of the proposed exemption plat, the planning director will either approve, approve with conditions, or deny the proposed exemption plat, and will provide written notice of such determination to the applicant.

A. If the proposed exemption plat is approved, the applicant will prepare and cause to be executed a mylar in form suitable for recording and, upon execution by appropriate parties, including the Town, the same will be recorded.

B. If approved with conditions, the notice letter will specifically describe the conditions required to be satisfied prior to preparation of mylars for execution and recording as described in clause A above. The applicant will have a period of three (3) months to revise the proposed exemption plat

to accomplish satisfaction of the stated conditions and resubmit to the planning director for review and confirmation in accordance with subparagraphs (5) and (6) of this Section.

C. If the application is denied, the notice letter will specifically describe the deficiencies in the application and/or proposed exemption plat. At any time after receipt of a notice of denial, an applicant may resubmit such application with such modifications as may be appropriate to address the specified deficiencies, for reconsideration as a new application in accordance with the requirements set forth in this Section.

(9) The planning director's processing, review and final action with respect to exemption plat applications will be exempt from any posting and public notice requirements under the Code, including but not limited to Section 16-21-610 of the Zoning Code.

(10) Except as otherwise expressly set forth above in Section 17-6-80(3), no other engineering plans, public improvements, security guarantees, dedications, or fees will be required in connection with the approval and recording of an exemption plat pursuant to the exemption plat process. As such, any requirements set forth in Article 7 of Chapter 17, Articles 15 and 16 of Chapter 18, and Appendix C to the Code do not apply to the exemption plat process.

(11) Exemption plat parcels created by recording of an approved exemption plat must be replatted pursuant to the requirements set forth in Articles 5 and 6 of this Chapter prior to the construction of public improvements or issuance of building permits for habitable structures within such exemption plat parcels.

(12) The following provisions of Articles 1 through 9 of this Chapter 17 are incorporated in this Section by reference:

- A. Sec. 17-1-50. – Save harmless clause
- B. Sec. 17-1-60. – Disclaimer of liability
- C. Sec. 17-1-70. – Compliance required
- D. Sec. 17-1-80. – Remedies for violation
- E. Sec. 17-1-80. – Amendments
- F. Sec. 17-2-10. – Definitions
- G. Sec. 17-3-10. – Owner or agent may subdivide
- H. Sec. 17-3-30. – Exemptions
- I. Sec. 17-3-60 (a), (c)-(e). – Adequacy of applications

- J. Sec. 17-3-70. – Suspension of approval; service of written notice
- K. Sec. 17-3-80(a) – Permits for development; changes on final plat

6.6 Section 17-7-10. A new Subsection 17-7-10(d) is inserted as follows:

(d) Exemption plat. Notwithstanding anything in the Subdivision Regulations to the contrary, this Article 7 will not apply to the approval and recording of an exemption plat pursuant to the exemption plat process. As provided in Section 17-6-80(9), the exemption plat process is exempt from and is not subject to this Article 7 and no subdivision improvements agreement or public improvements will be required in connection with the approval or recording of an exemption plat.

6.7 Section 17-7-20. Section 17-7-20 is amended as follows:

(a) A new Subsection 17-7-20(1)h. is inserted as follows:

h. For improvements comprising Bolts Water Treatment System and Bolts Water Distribution System infrastructure that are to be constructed by ERWSD or for which ERWSD has separately required and obtained collateral as security in accordance with applicable ERWSD regulations, the Town shall not require collateral as security under the applicable subdivision improvements agreement.

(b) A new Subsection 17-7-20(3)c. is inserted as follows:

c. The foregoing provisions of this Section 17-7-20(3) shall not apply to final plats for property within the Battle Retained Parcels.

**SECTION 7
BUILDING CODE AMENDMENTS**

7.1 Section 18-2-20. A new Subsection 18-2-20(16) is inserted as follows:

(16) Notwithstanding anything in this Chapter 18 to the contrary, the Bolts Lake Property Water Service Regulations set forth in Article 8 of Chapter 13 and Section 6.02, Appendix C to the Town Code are the exclusive requirements applicable to water supply for development within the Battle Retained Parcels (as such term is defined in Section 13-1-10).

7.2 Section 18-16-10. A new Subsection 18-16-10(d) is inserted as follows:

(d) Notwithstanding any provision of this Article 16 inconsistent therewith, no impact fees shall be due in connection with the approval or recording of an exemption plat pursuant to the exemption plat process (as such terms are defined in Section 17-2-10).

7.3 Exemptions from Appendix C of Town Code. Appendix C is amended as follows:

- (a) Chapter 1. A new Section 2 is inserted as follows:

SECTION 2 – EXEMPTIONS

2.01 – EXEMPTION PLAT PROCESS

Pursuant to Section 17-6-80(9) of the Town Code, the standards, specifications, submittals, and approvals set forth in this manual shall not apply to the exemption plat process (as defined in Section 17-2-10), any exemption plat or any exemption plat parcel (as such terms are defined in Section 17-2-10) within the Bolts Lake Property.


- (b) Chapter 5. A new Section 6.02 is inserted as follows:

6.02 – Battle Retained Parcels

Pursuant to Chapter 13 of the Town Code and the Bolts Development Agreement (as defined in Section 13-1-10), ERWSD shall provide water services within the Battle Retained Parcels (as such term is defined in Section 13-1-10). The design and construction of the Bolts Water Distribution System (as such term is defined in Section 13-1-10) will be subject to the applicable ERWSD regulations and Section 1, Sections 2.01-2.02, and Section 3.01 of this Chapter 5. If any explicit or implicit conflict exists between the above-mentioned sections of this Chapter 5 and the applicable requirements of the ERWSD regulations or the Eagle River Fire Protection District, such ERWSD regulations or Eagle River Fire Protection District regulations, as applicable, shall govern and control.


INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 21ST DAY OF FEBRUARY 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 6TH DAY OF MARCH, 2024 AT 5:30p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO



Earle Bidez, Mayor

ATTEST:

By: 


Jay Brunvand, Town Clerk



THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 6TH DAY OF MARCH, 2024.

THIS ORDINANCE WILL BE LEGALLY EFFECTIVE THIRTY (30) DAYS AFTER PUBLICATION FOLLOWING THE DATE ON WHICH TOWN COUNCIL APPROVED THIS ORDINANCE ON SECOND READING; PROVIDED, HOWEVER, AND NOTWITHSTANDING SUCH EARLIER EFFECTIVE DATE OF THIS ORDINANCE, THE CODE AMENDMENTS SET FORTH IN THIS ORDINANCE WILL NOT BE LEGALLY EFFECTIVE OR BINDING ON ANY PARTY PRIOR TO IMPLEMENTATION OF THE SETTLEMENT AS DEFINED IN AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT

TOWN OF MINTURN, COLORADO



Earle Bidez, Mayor

ATTEST:

By: 

Jay Brunvand, Town Clerk



EXHIBIT D
Schedule of Defined Terms

Annexation Agreement means that certain Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement by and among the parties thereto, dated as of February 27, 2008, as approved pursuant to Town Ordinance 10 – Series 2008, and Recorded on March 27, 2008, at Reception No. 200806742.

Approvals has the meaning stated in Recital J.

Approved SSDP(s) has the meaning stated in Section 3.2.

Article refers to a numbered Article of, unless another document is specifically referenced, the Development Agreement.

Association(s) means, one or more owners associations that Battle North or a successor Landowner may form within the Battle Retained Parcels.

Battle Entities has the meaning stated in Recital B.

Battle North has the meaning stated in the initial paragraph of the Development Agreement.

Battle North Property has the meaning stated in Recital E.

Battle Retained Parcels means, as depicted on the Bolts Concept Plan and whether unplatted or subdivided into tracts, parcels, Lots and blocks by Recording of the Exemption Plat described in Recital J(7) or a subsequent Recorded final plat, all land within the Battle North Property that is neither a Town Parcel nor a Restricted Parcel, is owned by Battle North or its successors and assigns, and is intended for future sale, development or other disposition.

Bolts Concept Plan means and refers to the concept plan and master map for the Battle North Property that is attached to and incorporated herein as Exhibit B and set forth in Section 16-10.5-25 of the Bolts Lake Zoning Regulations, and which depicts the general locations of the Battle Retained Parcels, the Restricted Parcels and the Town Parcels.

Bolts Lake Building Code Regulations means, collectively, the Town Code provisions set forth in Section 7 of the Bolts Lake Code Provisions.

Bolts Lake Code Provisions means and refers to the following provisions of the Town Code, as in effect on the Effective Date and attached at Exhibit C, which Town Council adopted pursuant to Ordinance No. 1, Series 2024: (i) the Bolts Lake Utilities Regulations; (ii) the Bolts Lake Zoning Regulations; (iii) the Bolts Lake Subdivision Regulations; and (iv) the Bolts Lake Building Code Regulations.

Bolts Lake Subdivision Regulations means, collectively, the Town Code provisions set forth in Section 6 of the Bolts Lake Code Provisions.

Bolts Lake Utilities Regulations means, collectively, the Town Code provisions set forth in Section 4 of the Bolts Lake Code Provisions.

Bolts Lake Zoning Regulations means, collectively, the Town Code provisions set forth in Section 5 of the Bolts Lake Code Provisions.

Bolts Mixed Use District means the mixed use zone district established pursuant to Section 16-10.5-10 of the Bolts Lake Zoning Regulations for land within the Battle North Property.

Bolts Open Space/Rec District means the open space and recreational use zone district established pursuant to Section 16-10.5-10 of the Bolts Lake Zoning Regulations for land within the Battle North Property intended to remain predominately undeveloped.

Bolts Residential District means the residential zone district established pursuant to Section 16-10.5-10 of the Bolts Lake Zoning Regulations for land within the Battle North Property.

Bolts Water Distribution System means all water mains, storage tanks, distribution lines, service lines, and related infrastructure necessary to deliver water from the Bolts Water Treatment Plant to Lots within the Battle Retained Parcels and, if applicable, to support non-Town (or Town successors and assigns) activities permitted upon or within the Restricted Parcels.

Bolts Water Treatment Plant means the ERWSD water treatment plant developed within the Battle Retained Parcels (or as may be a permitted use within a Restricted Parcel, within a Restricted Parcel) to serve the Battle Retained Parcels with a treatment capacity sized to serve up to 250 dwelling units and 50,000 square feet of gross leasable area.

Bolts Water Treatment System means the Bolts Water Treatment Plant and all diversion structures, raw water input lines and related infrastructure inboard to the Bolts Water Treatment Plant.

CDPHE means the Colorado Department of Public Health & Environment.

Deed Restrictions means certain use restrictions with respect to particular Town Parcels for the benefit of and enforceable by Battle North and the Battle Retained Parcels.

Dedicate(d)/Dedication means the conveyance or grant, either of a fee interest or an easement interest, whether by plat, special warranty deed or easement agreement, as applicable, to the Town or other appropriate governmental or quasi-governmental entity of real property for a specified purpose, together with public improvements installed thereupon, if any, free and clear of all monetary liens and those non-monetary encumbrances that are not materially inconsistent with the purpose(s) for which Town or other governmental or quasi-governmental entity is acquiring the real property and related public improvements.

Development Agreement has the meaning stated in the initial paragraph of the Development Agreement Implementing the Bolts Lake Settlement Agreement to which this Exhibit D is attached and incorporated into.

Development Application(s) means any form of application or submittal that the Bolts Lake Code Provisions or Town Code require to be submitted to the Town for review and approval in connection with development within the Battle Retained Parcels, including but not limited to an application or submittal regarding an amendment to the Development Agreement, an amendment to the Bolts Lake Code Provisions, an Exemption Plat, a preliminary plat, a final plat, a design review, a grading permit, a building permit or similar matters.

District(s) means, individually or collectively as the context dictates, Battle North Metropolitan District Nos. 1-4, a quasi-municipal corporation of the State of Colorado, formed pursuant to Article 1, Title 32, Colorado Revised Statutes and Resolution No. [____] for the purpose of providing services and/or improvements benefiting all or any portion of the Battle Retained Parcels and Restricted Parcels, together with their respective successors and assigns.

Effective Date has the meaning stated in Section 1.2.

Enterprise has the meaning stated in the initial paragraph of the Development Agreement.

EPA means the United States Environmental Protection Agency.

ERWSD means, collectively and together with their respective successors and assigns, the Eagle River Water and Sanitation District and the Upper Eagle Regional Water Authority.

ERWSD Easements has the meaning stated in Recital F.

Escrow Agreements means, collectively, three escrow agreements by and among the parties thereto in April 2008, pursuant to which the Battle Entities and/or the Original Owners deposited a total of \$11.6 million into escrow based on specific provisions in the Annexation Agreement and/or the Water Service Agreement.

Execution Date has the meaning stated in the initial paragraph of the Development Agreement.

Exemption Plat means a Recorded plat approved for subdivision of land within the Battle North Property pursuant to the Exemption Plat Process, including but not limited to the plat described in Recital J(7).

Exemption Plat Parcel(s) means, whether designated as a parcel, tract, Lot or otherwise, a specific parcel of land created and legally described by reference to an Exemption Plat that is Recorded, which parcel is legally conveyable but must be replatted to create buildable Lots pursuant to a Recorded final plat.

Exemption Plat Process means the process described in Section 17-6-80 of the Bolts Lake Subdivision Regulations for administrative review and approval of final subdivision plats to create

legally conveyable (but not developable prior to Recording of an approved final plat) Exemption Plat Parcels within the Battle North Property.

Exhibit(s) means, unless another document is specifically referenced, the following exhibits to the Development Agreement, each of which is incorporated by reference into and made a part of the Development Agreement:

- Exhibit A Legal Description and Graphic Depiction of the Battle North Property
- Exhibit B Bolts Concept Plan
- Exhibit C Bolts Lake Code Provisions
- Exhibit D Schedule of Defined Terms

Funding Agreement means that certain Agreement Regarding Escrows and Funding by and among the parties thereto, as approved by Town Council Resolution No. 5-2012 on February 15, 2012.

Holding District means the holding zone district established pursuant to Section 16-10.5-10 of the Bolts Lake Zoning Regulations for Town Parcels intended to be held for later conveyance or further future zoning determinations pursuant to Section 16-10.5-10 of the Bolts Lake Zoning Regulations.

Infrastructure Improvements means roads, the Bolts Water Distribution System, Bolts Water Treatment Plant, Bolts Water Treatment System, and related water service infrastructure, sanitary sewer infrastructure, stormwater infrastructure, electric and gas utilities, renewable and alternative energy facilities, telecommunications infrastructure and similar infrastructure improvements the Town approves and/or requires pursuant to the Town’s preliminary and final plat process to serve development within the Battle Retained Parcels.

Landowner(s) means, individually or collectively, the Signatories and their respective successors as fee owner(s) of real property comprising the Battle North Property or any portion thereof.

Legal Challenge means, as applicable, (i) any third party’s filing of a complaint for judicial review that directly or indirectly challenges the validity of this Development Agreement, any of the other Approvals, or the ordinance(s) or other Town actions granting such Approvals; or (ii) the timely submission of a valid petition pursuant to the Town Code for a referendum seeking to reverse or nullify an ordinance approving this Development Agreement or any of the other Approvals.

Litigation has the meaning stated in Recital G.

Lot(s) means one or more parcels of developable land created by a final plat.

Notice(s) has the meaning stated in Section 5.14.

Original Owners has the meaning stated in Recital B.

Original Property has the meaning stated in Recital B.

Party(ies) has the meaning stated in the initial paragraph of the Development Agreement.

Prior Agreements has the meaning stated in Recital C.

PUD Preliminary Plan has the meaning stated in Recital D.

Recital(s) means, individually or collectively as the context dictates, the provisions set forth in the “Recitals” section of, unless another document is specifically referenced, the Development Agreement.

Record(ed/ing) means to file, having been filed or appearing in the real property records of the Eagle County clerk and recorder’s office.

Reserved Easements means and refers to the various general, blanket easements that Battle North has reserved within certain Town Parcels for construction, ownership, operation, maintenance, repair and replacement of existing and to-be-constructed utilities, roads, pedestrian crossings, sidewalks, bike paths, the Water Distribution System and similar Infrastructure Improvements required or desirable in connection with development of the Battle Retained Parcels.

Reservoir Agreement means that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among ERWSD and Battle North, dated as of February 9, 2021.

Reservoir Parcels has the meaning state in Recital F.

Restricted Parcels means, as depicted on the Bolts Concept Plan, the following parcels or tracts of land within the Battle North Property created by Recording of the Exemption Plat described in Recital J(7), which are neither Town Parcels nor Battle Retained Parcels, and are subject to certain Restrictions: (i) the OTP Area; (ii) the Processing Area (being a portion of the Reservoir South Area); (iii) the CTP Area; and (iv) the Maloit Wetlands Area.

Restrictions certain Recorded encumbrances imposed on particular Restricted Parcels, which will run with title to such Restricted Parcels and will be enforceable by and for the benefit of the Town, including but not limited to: (i) perpetual non-exclusive easements granting to the Town the right to undertake a specific scope of uses on mutually agreed upon terms; (ii) restrictive covenants which establish mutually agreed upon limitations on the uses that may be undertaken; and/or (iii) a purchase option granting to the Town the option to purchase fee title to the pertinent Restricted Parcel within the time period and for the consideration stated therein.

Section(s) refers to a numbered section or sections of, unless another document is specifically referenced, the Development Agreement.

Settlement means an order dismissing the Litigation with prejudice and effecting the Parties’ full and complete mutual waiver of all claims, as further described in Section 8 of the Settlement Agreement.

Settlement Agreement has the meaning stated in Recital I.

Signatory(ies) means Battle North and the Town (acting by and through Town Council in its legislative authority as governing body of the Town), but expressly excludes their respective successors and assigns.

Site Specific Development Plan means a “site specific development plan” as defined in the Vested Property Rights Statute.

Spa/Wellness Center means a destination commercial establishment (as distinguished from a day spa, as such term is defined in Section 16-2-20 of the Bolts Lake Zoning Regulations) comprising at least 5,000 square feet of gross leasable area (as defined in Section 16-10.5-80(2) of the Bolts Lake Zoning Regulations) that offers health and aesthetic services such as massages, face and body treatments, and skin treatments; health and wellness activities such as yoga rooms, meditation rooms, saunas, and hot tubs; and/or associated food and beverage services.

Town means, together with and including the Enterprise, the Town of Minturn, a home rule municipal corporation of the State of Colorado and, if applicable, their respective successors and assigns.

Town Code means the Town’s municipal code as in effect from time to time.

Town Council means the Town Council of the Town, acting in its legislative capacity as governing body of the Town.

Town Parcels means, as depicted on the Bolts Concept Plan, the following parcels or tracts of land within the Battle North Property created by Recording of the Exemption Plat described in Recital J(7), are neither Battle Retained Parcels nor Restricted Parcels, and are or will be fee-owned by the Town (or a successor of the Town): (i) the Highlands Area; (ii) the Reservoir South Area (excluding the Processing Area); (iii) the Rec Center Parcels; and (iv) the Highway 24 Parcels.

Vested Property Rights has the meaning stated in Section 3.1.

Vested Property Rights Regulations means Section 16-21-710 of the Town Code.

Vested Property Rights Statute means C.R.S. §§ 24-68-101, *et seq.*, as in effect on the Execution Date.

Vesting Period has the meaning stated in Section 3.3.

Wastewater Agreement means that certain Wastewater Service Agreement by and among the parties thereto, dated as of March 15, 2006.

Water Service Agreement means that certain Water Service Agreement by and among the parties thereto, dated as of February 27, 2008.



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DATE: April 12, 2024
TO: Planning & Zoning Commission
FROM: Karp Neu Hanlon, P.C.
RE: Battle Mountain request to form metropolitan districts

As the council is aware, part of the Battle Mountain settlement agreement contemplates that the council will review a request for the formation of metropolitan districts as part of the proposed Bolts Lake development. Battle Mountain has submitted a draft service plan for the council's consideration. The service plan contemplates the formation of four metropolitan districts in order to primarily finance public improvements but also to operate and maintain certain improvements specific to the subdivision.

Late last year, we presented on metropolitan district topics including the potential adoption of a code section governing the formation of metropolitan districts. We can bring that ordinance back to council for further consideration. However, having the ordinance in place is not required to approve the Battle Mountain metropolitan districts. A request to allow metropolitan districts to be created within a municipal jurisdiction is at the discretion of the council. Therefore, any items that the Town would otherwise require if an ordinance were adopted can be imposed as part of the current approval process. The proposed service plan and intergovernmental agreement uses the form adopted by the town of Silt which was presented to council at the earlier meeting. Therefore, many of the items identified by council as provisions that should be incorporated into an ordinance are included in the proposed Service plan.

Battle Mountain proposes the formation of four metropolitan districts to finance public improvements and to maintain certain limited improvements. Four districts are proposed so that various partitions of the development can pay different amounts toward the financed debt and have potentially additional services provided by a specific district. One district will be the finance district that issues the debt. The other three districts will have agreements with the finance district to impose taxes and repay the debt. One district will be formed specifically to include land that is to be developed for affordable housing so that a lower mill levy can be applied to those parcels.

Under Section V of the service plan, the powers of the district are enumerated. As you will see, the districts will have the authority to finance as well as maintain certain private streets, limited water infrastructure, storm and sanitary sewer service, and parks, recreation and open space improvements. The service plan specifically precludes the districts from operating and maintaining

the potable water treatment system and the raw water diversion facilities that provide water to it. Instead, those facilities will be owned, operated, and maintained by Eagle River Water and Sanitation District (ERWSD) pursuant to the Reservoir Agreement between Battle Mountain and ERWSD.

Financially, the service plan imposes various limits on how the districts can issue debt and provide for repayment. In section V.B.7, the district is limited to issuing debt in the amount of \$62,000,000. Section VI B. imposes caps on the interest rates that can be incurred on district debt. Prior to the issuance of debt, the metropolitan district must obtain a certificate from a municipal finance advisor stating that the proposed debt issuance is reasonable in light of current market conditions. Section VI.C limits the mill levies that can be imposed on properties. For metropolitan district Nos. 1 - 3, a maximum of 50 mills can be imposed. For metropolitan district No. 4, the affordable housing metropolitan district, the maximum mill levy is limited to 35 mills. As a further protection against excessive debt, the service plan limits debt repayment to 30 years. The combination of a maximum indebtedness, mill levy cap, and term of debt combine to provide guardrails on debt issuance and repayment to protect future land owners. At the public hearing, Battle Mountain will present to the council hypothetical taxation burdens on various types of property within the development.

It is worth noting that the town made comments to Battle Mountain about limiting the interest rate that can be charged on developer debt. Developer debt is issued by the developer but repaid by the metropolitan district. Under state statute, developer debt can be no more than 400 basis points (4%) above what general obligation government debt would be. We had attempted to limit developer debt to 200 basis points above GO debt. Battle Mountain's special district attorney noted to us that the developer debt interest rate question was extensively deliberated by the state legislature a few years ago. The 400 basis points above GO debt has now become the industry standard. As such, the draft service plan reflects what the state statute allows.

Exhibit B to the service plan constitutes a description of the public improvements anticipated to be financed by the metropolitan districts. You will note that these improvements are broken out in different categories. Of particular note, specific amounts have been budgeted for the potable water treatment plant, road improvements including to Maloit Park Road and Hwy. 24, and various trails. At the public hearing, Battle Mountain will provide more detail on the scope and location of the public improvements to be financed. Town staff would note that it believes that certain of the cost estimates for public infrastructure are low. What that means is that if there are cost overruns in certain categories of improvements, the districts would not be able to finance the construction of other improvements listed. That is due to the fact of the debt cap of \$62 million. As such, any improvements that could not be financed by the districts would need to be financed by the developer.

Protections of the Town in the service plan include statements that district debt shall not be considered debt of the Town of Minturn. The metropolitan districts are further restricted from applying for grants from entities such as Great Outdoors Colorado that would be in competition with the Town. The Service plan provides that Parks and Recreation facilities financed by the district will be open to the public as a whole. The districts shall not have the power of eminent domain absent a

separate approval from Town Council. Any material amendments to the service plan require that the districts come to the Town for a future approval. In addition to the service plan, the districts will enter into an intergovernmental agreement with the Town of Minturn that will grant the Town the ability to seek specific performance from a court in the event that the districts act outside of the service plan limitations. Under such circumstances, the Town would be awarded its attorney's fees against the districts.

At the meeting last December when we discussed metropolitan districts a few questions were asked. First, whether the governing body for a metropolitan district can exclude second home residents from being on the board. The answer is that under state statute an eligible elector for a metropolitan district includes second homeowners who can serve on boards. Second, what happens in the event of a bankruptcy of one or more of the districts. The service plan includes language specifically noting that district debt shall not be considered municipal debt. In the event of a bankruptcy, a trustee would likely be appointed who would continue to collect tax revenue consistent with the service plan and to repay bondholders to the greatest degree possible. Third, whether the districts can enforce homeowners association covenants or architectural guidelines. The service plan contains specific language that the districts do not have the authority to enforce private covenants or Town zoning.

In addition to the Town staff presentation, Battle Mountain will also be making a substantive presentation about the draft service plan. Further, Town municipal finance advisor Jim Mann directed a number of comments to Battle Mountain primarily related to the content of Exhibits B and C. On Monday, Battle Mountain will be providing a responsive memo to Jim's comments. We will supplement the packet with this memo.

The council has the flexibility to take two meetings to make a decision on the service plan. Therefore, if council continues to have questions or requests further information related to the metropolitan district requests, this matter can be continued to May 1 for additional consideration.

TOWN OF MINTURN

RESOLUTION NO. 16 - SERIES 2024

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN,
COLORADO APPROVING THE CONSOLIDATED SERVICE PLAN FOR BATTLE
NORTH METROPOLITAN DISTRICT NOS. 1-4**

WHEREAS, § 32-1-204.5, C.R.S., provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of such municipality; and

WHEREAS, a Consolidated Service Plan for Battle North Metropolitan District Nos. 1-4 (the “**Districts**”), dated April 17, 2024 (the “**Service Plan**”), has been submitted to the Town Council (the “**Council**”) of the Town of Minturn, Colorado (the “**Town**”) in accordance with § 32-1-204.5, C.R.S.; and

WHEREAS, the property within the boundaries of the proposed Districts is located wholly within the boundaries of the Town; and

WHEREAS, on April 17, 2024, the Town Council conducted a public hearing on the Service Plan.

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

1. The Town Council has jurisdiction to hear this matter.
2. The Service Plan contains the information required by § 32-1-202(2), C.R.S.
3. Evidence satisfactory to the Town Council of each of the following was presented, and the Town Council hereby finds that:
 - a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
 - b. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;
 - c. The proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and
 - d. The area to be included within the proposed Districts has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
4. The Service Plan for the proposed Districts is hereby approved.

**RESOLVED, ADOPTED AND APPROVED THIS 17TH DAY OF APRIL, 2024 BY
THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO.**

TOWN OF MINTURN,
a home rule municipal corporation

By: _____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Clerk

CONSOLIDATED SERVICE PLAN

BATTLE NORTH METROPOLITAN DISTRICT NOS. 1-4

TOWN OF MINTURN, COLORADO

Prepared by:



2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approved: _____

Table of Contents

- I. INTRODUCTION 1**
 - A. Purpose and Intent 1
 - B. Need for the Districts..... 1
 - C. Objective of the Town Regarding Districts’ Service Plan..... 1

- II. DEFINITIONS..... 1**

- III. BOUNDARIES 4**

- IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION . 4**

- V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES AND LIMITATIONS 5**
 - A. Powers of the District 5
 - 1. Streets 5
 - 2. Irrigation Water and Water Distribution System..... 5
 - 3. Potable Water System 5
 - 4. Storm and Sanitary Sewer 6
 - 5. Parks, Recreation, and Open Space 6
 - B. Limitations on Service Plan Powers. 6
 - 1. Operations and Maintenance Limitation 6
 - 2. Construction Standards Limitation..... 7
 - 3. Funding Limitation..... 7
 - 4. Issuance of Developer Debt 7
 - 5. Inclusion/Exclusion Limitation 7
 - 6. Affordable Housing..... 7
 - 7. Maximum Debt Authorization 7
 - 8. Monies from Other Governmental Sources..... 7
 - 9. Bankruptcy Limitation 8
 - 10. Eminent Domain Restriction 8
 - 11. District Governance..... 8
 - 12. Service Plan Amendment Requirement 8
 - C. Preliminary Engineering Survey..... 9

- VI. FINANCIAL PLAN..... 9**
 - A. General 9
 - B. Maximum Voted Interest Rate and Maximum Underwriting Discount 10
 - C. Maximum Debt Mill Levy and Other Debt Limitations..... 10
 - D. Security for Debt 11
 - E. TABOR Compliance 11
 - F. District Operating Costs 11

- VII. ANNUAL REPORT 11**

- VIII. DISSOLUTION..... 11**

IX. DISCLOSURE TO PURCHASERS 12

X. INTERGOVERNMENTAL AGREEMENTS 12

XI. RESOLUTION OF APPROVAL..... 12

XII. CONCLUSION..... 12

LIST OF EXHIBITS

- EXHIBIT A** Legal Descriptions and Boundary Maps
 A-1 Initial District Boundary Map and Legal Descriptions
 A-2 Inclusion Area Boundary Map and Legal Description
- EXHIBIT B** Capital Cost Description and Estimate
- EXHIBIT C** Financial Plan
- EXHIBIT D** Town Resolution of Approval (Certified Resolution to be inserted)
- EXHIBIT E** Town/District Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the Town of Minturn and, except as may otherwise be provided for by state or local law or this Service Plan, their activities are subject to review by the Town if they deviate in a material way from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the various Public Improvements necessary and appropriate for the development of the Project within the Town. The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants and taxpayers of the Districts and the general public, subject to such policies, rules and regulations as may be permitted under applicable law. The primary purpose of the Districts will be to finance the construction of these Public Improvements and to provide ongoing operations and maintenance as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that have the means or desire to undertake the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements needed for the Project. Formation of the Districts is necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts, in accordance with this Service Plan and the Intergovernmental Agreement, to provide for the financing, planning, design, acquisition, construction, installation and relocation of the Public Improvements from the proceeds of Debt to be issued by the Districts, and for maintenance of certain Public Improvements. All Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the Maximum Debt Mill Levy and from other legally available revenues. Debt, which is issued within these parameters and as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Term, together with other legally available revenues.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Affordable Housing Units: means those certain residential units within the Project subject to certain restrictions related to the provision of affordable housing as required by the Town Code.

Approved Development Plan: means a recorded plat, PUD, subdivision improvement agreement, or other development agreement between the Developer and the Town.

Board: means the Board of Directors of each District.

Bond, Bonds or Debt: means bonds, notes or other multiple-fiscal year financial obligations for the payment of which a District has promised to impose an *ad valorem* tax or has pledged Fees or other revenue source(s), not subject to annual appropriation.

C.R.S.: means the Colorado Revised Statutes.

Developer: means a person or entity that is the owner or a contract purchaser of the property in the Service Area that intends to develop the property.

Developer Debt: means any Debt that is issued by a District to a member of the Board of the District or to an entity with respect to which a member of the Board of the District must make disclosure under § 24-18-109, C.R.S. Developer Debt shall be in conformance with the limitations as set forth in § 32-1-1101(7), C.R.S.

District: means any one of the Battle North Metropolitan District Nos. 1-4, governed by this Service Plan.

District Boundaries: means the boundaries of the area legally described and depicted in Exhibit A-1 attached hereto and incorporated by reference, and any additional area included within any of the Districts after organization.

District Boundary Map: means the map of the initial District Boundaries in Exhibit A-1, attached hereto and incorporated herein by reference, as amended by the inclusion or exclusion of any property to or from the District Boundaries.

End User: means any owner, or tenant of any owner, of any property within a District, who may thereby become eligible to serve on the Board of Directors of a District.

External Municipal Advisor: means a Municipal Advisor that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) is not an officer or employee of the District; (iii) does not have any financial relationship with the Developer beyond providing the External Municipal Advisor Certificate; and (iv) has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

External Municipal Advisor Certificate: means a statement of a registered External Municipal Advisor as to any Developer Debt instrument certifying that the interest rate of such Developer Debt does not exceed the rate as set forth in § 32-1-1101(7), C.R.S., as may be amended from time to time.

Fees: means any fee imposed by a District for services, programs or facilities provided by the Districts. In accordance with law, the amount of any Fee shall be reasonably related to the cost of providing the services for which such Fee is imposed.

Financial Plan: means the Financial Plan found in Section VI and Exhibit C of this Service Plan, which describes the following, based on current estimates which will change based on market conditions and subject to the limitations and requirements of this Service Plan: (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) repayment of Debt derived from property tax revenues. Any change to the Financial Plan, within the limitations of this Service Plan, shall not constitute a material modification of this Service Plan.

Inclusion Area Boundaries: means the boundaries of the property that is anticipated to be added to the District Boundaries after the Districts' organization, which property is legally described in and depicted on the map attached hereto in Exhibit A-2 and incorporated herein by reference.

Maximum Debt Authorization: means the total Debt the Districts are permitted to issue as set forth in Section V.B.7 below.

Maximum Debt Mill Levy: means the maximum mill levy each District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Term: means the maximum term of any Bond issuance as set forth in Section VI.C below.

Municipal Advisor: means any person (who is not a municipal entity or an employee of a municipal entity) that provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, or that undertakes a solicitation of a municipal entity. Said person shall be registered under Section 15B of the Securities Exchange Act of 1934, as amended from time to time.

Project: means the development of the property commonly referred to as Battle North and as shown on the initial District Boundary Map and the depiction of the Inclusion Area.

Public Improvements: means those improvements permitted under the Special District Act and which are specifically authorized by this Service Plan, as set forth in Section V of this Service Plan and generally described in Exhibit B, subject to any limitations established in this Service Plan and limitations or requirements set forth in Approved Development Plans addressing public infrastructure required for the Project .

Reservoir Agreement: means that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir by and among ERWSD and Battle North, dated as of February 9, 2021.

Service Area: means the property located within the District Boundaries and the property in the Inclusion Area, when added in whole or in part, to a District as shown on the District Boundary Map.

Service Plan: means this service plan for the Districts as approved by the Town Council.

Service Plan Amendment: means a material modification to the Service Plan approved by the Town Council in accordance with Section 32-1-207(2), C.R.S.

Special District Act or Act: means Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended.

State: means the State of Colorado.

TABOR: means Article X, Section 20 of the Colorado Constitution.

Taxable Property: means the real and personal property within the District Boundaries that will be subject to the ad valorem property taxes imposed by the District.

Town: means the Town of Minturn, Colorado.

Town Code: means the Town’s Home Rule Charter, Municipal Code, and ordinances, as amended.

Town Council: means the Town Council the Town of Minturn, Colorado.

III. BOUNDARIES

The legal descriptions and diagrams of the property located within the initial District Boundaries are attached hereto as Exhibit A-1 and the legal description and diagram of the property located within the Inclusion Area Boundaries is attached hereto as Exhibit A-2.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Project area consists of approximately three hundred and four (304) acres of land. As shall be more particularly described in an Approved Development Plan, the Project is anticipated to be developed with a mix of residential and commercial uses. In total, approximately two hundred and twenty-five (225) to two hundred and fifty (250) residential units and fifty thousand (50,000) square feet of commercial would be allowed, as well as a destination spa facility. The current assessed valuation of the initial District Boundaries is Zero Dollars (\$0). The estimated full-time population within the District Boundaries at build out is expected to be approximately

three hundred and ten (310) to three hundred and forty-five (345) persons, based on an estimated 2.3 persons per residence and with sixty percent (60%) of the residential units assumed to be primary residences.

V. **DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES AND LIMITATIONS**

A. Powers of the District.

The Districts shall have the power and authority to finance, plan, design, acquire, construct, install, and/or relocate the following types of Public Improvements as more fully described in Exhibit B, hereto, the Capital Cost Description and Estimate. Approval of this Service Plan by the Town does not imply approval of any development plan for real property located within the District Boundaries.

1. Streets. The design, acquisition, installation, construction, operation, maintenance of street and roadway improvements, including but not limited to curbs, gutters, culverts, and other drainage facilities, underground conduits, sidewalks, trails, public parking lots, structures and facilities, paving, lighting, grading, landscaping, bike paths and pedestrian ways, pedestrian overpasses, retaining walls, fencing, entry monumentation, streetscaping, bridges, interchanges, median islands, irrigation, and a safety protection system through traffic and safety controls and devices on streets and highways, signalization, signing and striping, area identification, driver information and directional assistance signs, together with all necessary, incidental, and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

2. Irrigation Water and Water Distribution System. The design, acquisition, installation, construction, operation, and maintenance of a raw water irrigation system and a potable water distribution system, including but not limited to a water pumps, water lines, water features, pump stations, sediment traps, transmission lines, distribution mains and laterals, fire hydrants, meters, water taps, irrigation facilities, headgates, drop structures, storage tanks and facilities, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities.

3. Potable Water System. In accordance with the Reservoir Agreement, Eagle River Water and Sanitation District shall undertake the operation and maintenance of a potable water treatment plant and surface water intake, together with such water pumps, water lines, sediment traps, pump stations, headgates, drop structures, storage tanks and facilities, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities. In accordance with the Reservoir Agreement, the Districts may finance the potable water system as described in this paragraph.

4. Storm and Sanitary Sewer. The design, acquisition, installation, construction, operation and maintenance of a sanitation system which may consist of storm or sanitary sewers, or both, flood and surface drainage, treatment and disposal works and facilities, and waste services, and all necessary or proper equipment and appurtenances incident thereto, including but not limited to, collection mains and laterals, lift stations, transmission lines, reuse and disposal facilities, and/or storm sewer, flood and surface drainage facilities and systems, including detention/retention ponds, box culverts and associated irrigation facilities, equipment, land, easements and sewer taps, and extensions of and improvements to such facilities.

5. Parks, Recreation, and Open Space. The design, acquisition, installation, construction, operation and maintenance of public park and recreation facilities or programs including but not limited to community parks, bike paths and pedestrian ways, fencing, trails, regional trails, fields, tot lots, open space, cultural activities, common areas, community recreation centers, tennis courts, outdoor lighting, event facilities, irrigation facilities, lakes, water bodies, swimming pools, public fountains and sculptures, art, gardens, landscaping, weed control, and other active and passive recreational facilities, improvements and programs, together with all necessary, incidental, and appurtenant facilities, equipment, land, easements and extensions of and improvements to such facilities. The foregoing includes providing for the maintenance, operation, reporting, and other activities necessary to comply with any requirements imposed by the Environmental Protection Agency and/or the Colorado Department of Public Health and Environment relative to certain open space parcels that are or will be subject to restrictive covenants relative to environmental conditions present on the same. All public park and recreation facilities owned by any District shall be open to the general public, subject to the rules and regulations of the applicable District, as adopted from time to time.

B. Limitations on Service Plan Powers.

The powers of the Districts enumerated in this Service Plan shall be subject to the following limitations

1. Operations and Maintenance Limitation. The primary purpose of the Districts is to finance the planning, design, acquisition, construction and installation of the Public Improvements. The Districts shall be authorized to operate and maintain those Public Improvements not dedicated to the Town or other governmental entity. The Districts shall not have the authority to operate and maintain the potable water treatment plant and surface water intake. The Districts shall not have the authority to enforce private covenants (e.g. declaration of covenants for a homeowners association and architectural control covenants) or Town zoning code provisions. The Districts shall not provide services that duplicate services provided by the Town without the approval of Town Council.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town or of another governmental entity having proper jurisdiction, as applicable. The Public

Improvements to be dedicated to the Town will be subject to the applicable warranty and security requirements imposed by the Town on all construction projects. In accordance with an Approved Development Plan, the Districts shall obtain the Town's approval of civil engineering plans for any Public Improvements being constructed by the Districts, and shall obtain applicable permits for construction and installation of all such Public Improvements prior to performing such work.

3. Funding Limitation. The funding of any Public Improvements other than those related to the types of Public Improvements authorized herein, shall be deemed a material modification of this Service Plan under Section 32-1- 207(2), C.R.S.

4. Issuance of Developer Debt. Prior to the issuance of any Developer Debt, the District issuing such Developer Debt shall obtain an External Municipal Advisor Certificate.

5. Inclusion/Exclusion Limitation. No property shall be included into any District until such time as the property to be included has been subjected to an approved final plat, unless consented to by the Town Council. Except for the property within the Inclusion Area Boundaries, no District shall include additional property within its boundaries without the prior written consent of the Town Council!

6. Affordable Housing. The Town Code sets forth a purpose and intent to increase affordable housing choices for year-round residents and to preserve a balance between second homeowners and locals. Per the Town Code, a certain number of residential units within the Project must meet the Town's requirements for affordable housing. In order to align with the purpose and intent set forth in the Town Code relative to affordable housing, Affordable Housing Units may only be included into District No. 4, and may not be included into any of District Nos. 1 through 3.

7. Maximum Debt Authorization. The Districts, in the aggregate, shall not issue Debt in excess of Sixty-Two Million Dollars (\$62,000,000), including costs of issuance thereof, initial capitalized interest, and initial funding of any required reserve or surplus funds related to any such Debt; provided, however, any Debt that is issued (i) to pay, defease, or refund previously issued Debt, or (ii) is an intergovernmental agreement(s) among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the this limit. The Districts may issue Debt on a schedule and in such year or years as the Districts determine and phased to serve development as it occurs.

8. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without limitation.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the Town to approve this Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by a District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

10. Eminent Domain Restriction. No District shall exercise its statutory power of eminent domain without first obtaining approval from the Town Council. This restriction on the Districts’ exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts’ sovereign powers and shall not negatively affect the Districts’ status as political subdivisions of the State as conferred by the Special District Act.

11. District Governance. Each District’s Board shall be comprised of persons who are each a qualified “eligible elector” of the District as provided in the Special District Act. It is anticipated that over time, End Users who are eligible electors will assume direct electoral control of each District’s Board as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users’ electoral control of the Board is removed or diminished.

12. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of a District which violate material terms this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented herein are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of this Service Plan, shall not constitute a material modification of the Service Plan. The addition of other types of improvements other than as described in this Service

Plan and Exhibit B, shall constitute a material modification requiring approval of Town Council.

C. Preliminary Engineering Survey.

The Districts shall have authority to provide for the financing, planning, design, acquisition, construction, installation, relocation and maintenance of the Public Improvements, with the exception of the water treatment plant and raw water intake, within and without the District Boundaries, as more specifically defined by Approved Development Plans. Such street, water, wastewater, storm water and recreation facilities will benefit Districts' taxpayers and residents through the provision of financing of the Public Improvements. A description of the Public Improvements necessary for the Project and eligible for District financing was prepared based upon a preliminary capital description and cost estimate of approximately Fifty-One Million Three Hundred and Eighty-Five Thousand Dollars (\$51,385,000), as shown in Exhibit B attached hereto. The Public Improvements and associated costs shown in Exhibit B are subject to change based on future development approvals and market costs at the time of construction and any such variations from Exhibit B shall not constitute a material modification of this Service Plan.

All Public Improvements shall meet the standards and specifications adopted and/or required by the Town and/or other governmental entities having jurisdiction over such Public Improvements.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to finance the planning, design, acquisition, construction, installation and/or relocation of the Public Improvements from any lawful revenue source, including but not limited to the proceeds of Debt to be issued by the Districts. A Financial Plan, attached as Exhibit C, includes the estimated indebtedness, timing, and interest rates of Debt anticipated to be issued by the Districts. The Financial Plan is one projection of Debt to be issued by the Districts, and it is expected that the terms of Debt when issued by the Districts will vary from the Financial Plan based on market conditions and other factors at the time of issuance. Such variations shall not constitute a material modification of this Service Plan. The Districts intend to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The Maximum Debt Authorization, which is the total Debt that the Districts shall be permitted to issue shall not exceed Sixty-Two Million Dollars (\$62,000,000), as limited by Section V.A.6 herein, which Debt shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Districts and shall be phased to serve development as it occurs. Any part of a Debt issuance that is repaid or defeased by refunding Debt shall not apply against the Maximum Debt Authorization. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to general *ad valorem* taxes to be imposed upon all Taxable Property within the Districts. The Districts may also rely upon various other revenue sources authorized by law and not prohibited by the Service Plan. These may include Fees. It is anticipated that the Developer of the Project and/or other parties may incur costs for Public Improvements, either in the

form of direct payments for such costs, or by means of advances to the Districts. These direct payments and/or advances may be reimbursable by the Districts from Debt, contractual reimbursement agreements and/or any legally available revenue source.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt may not exceed fifteen percent (15%). The maximum underwriting discount will not exceed three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan and State and Federal law.

C. Maximum Debt Mill Levy and Other Debt Limitations.

The Maximum Debt Mill Levy for District Nos. 1 through 3 shall be fifty (50) mills, and the Maximum Debt Mill Levy for District No. 4 shall be thirty-five (35), which is the maximum mill levy a District is permitted to impose upon the Taxable Property within the District for payment of Debt; provided, however, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the Service Plan approval date, are neither diminished nor enhanced as a result of such changes.

Prior to the issuance of Debt, the District shall obtain an opinion of a nationally recognized bond counsel as to compliance with the Service Plan limitations in relation to the Debt to be issued. All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Maximum Debt Authorization set forth in this Service Plan; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; and (4) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Fees, Debt, and/or advances from the Developer of the Project. The District shall be authorized to reimburse Developer advances, if any, with interest at an interest rate not in excess of the rate allowable for Developer Debt, from District mill levy revenues, Fees, and/or proceeds from Debt (whether or not privately placed with the Developer), and other legally available revenues of the District. Any Developer Debt shall be subject to the Developer Debt limitation set forth in Section V.B.4. and the Minimum Criteria.

The Maximum Debt Mill Levy Term of any Debt issuance shall be thirty (30) years from the date of first imposition of a debt service mill levy for each such issue.

In the event that a District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds.

D. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District’s obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

E. TABOR Compliance.

The Districts will comply with the provisions of TABOR.

F. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District’s organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

The proposed operating revenue to be derived from property taxes for the first budget year for the Districts is estimated to be Zero Dollars (\$0).

The maximum mill levy for operations shall be twenty (20) mills.

VII. ANNUAL REPORT

Each District shall be responsible for submitting an annual report to the Town Manager no later than October 1st of each year following the year in which the Order and Decree creating the District has been issued, as set forth in and required by § 32-1-207((3)(c), C.R.S.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which any District was created have been accomplished, that District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its

outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity.

IX. DISCLOSURE TO PURCHASERS

The Districts shall provide annual notice to all eligible electors of the Districts in accordance with Section 32-1-809, C.R.S, as amended. In addition, each of the Districts shall record a District public disclosure document and a map of the then-current legal boundaries of the District with the Clerk and Recorder of Eagle County, Colorado in accordance with Section 32-1-104.8, C.R.S., as amended.

X. INTERGOVERNMENTAL AGREEMENTS

Upon the Districts’ formation, the District and the Town shall execute an intergovernmental agreement in substantially the form attached hereto as Exhibit E (the “Town IGA”). The Districts shall not incur any Debt or impose any taxes or Fees until their Boards have approved and executed the Town IGA. The Town has approved the Town IGA as of the date of approval of the Service Plan and such approval satisfies the condition relating to the Town’s action on the Town IGA concerning the issuance of Debt and imposition or taxes or Fees by the District.

XI. RESOLUTION OF APPROVAL

A certified copy of the Town Council’s resolution approving this Service Plan shall be attached as Exhibit D prior to filing the Service Plan with the District Court in and for Eagle County, Colorado.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts meets the requirements of the Special District Control Act, §§ 32-1-201, *et seq.*, C.R.S., the applicable requirements of the Colorado Constitution, and those of the Town. It is further submitted that this Service Plan meets the criteria set forth in § 32-1-203(2) and (2.5), C.R.S., establishing that:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts. There are no other entities, governmental or otherwise, which have the capacity or the desire to provide service to the area to be served by the Districts.

B. The existing service in the area to be served by the Districts is inadequate for present and projected needs. There are no public improvements in the area to be served by the Districts, and the Districts will provide for projected needs for public infrastructure.

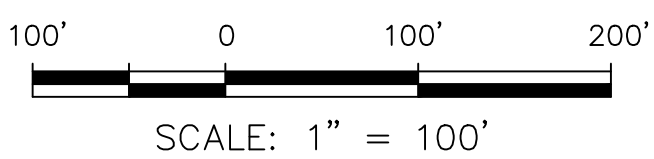
C. The Districts are capable of providing economical and sufficient service to the proposed development within their boundaries. The financing plan incorporated in this Service Plan demonstrates the basis on which the Districts may provide essential public infrastructure to

support the future development for the project.

D. The area to be included within the Districts does have and will have the financial ability to discharge the proposed indebtedness on a reasonable basis. The financing plan incorporated in this Service Plan demonstrates the ability of the Districts to fund Public Infrastructure necessary for the project, and demonstrates the ability of the Districts to fund the amount of debt proposed.

EXHIBIT A-1

INITIAL DISTRICT BOUNDARY MAP AND LEGAL DESCRIPTIONS



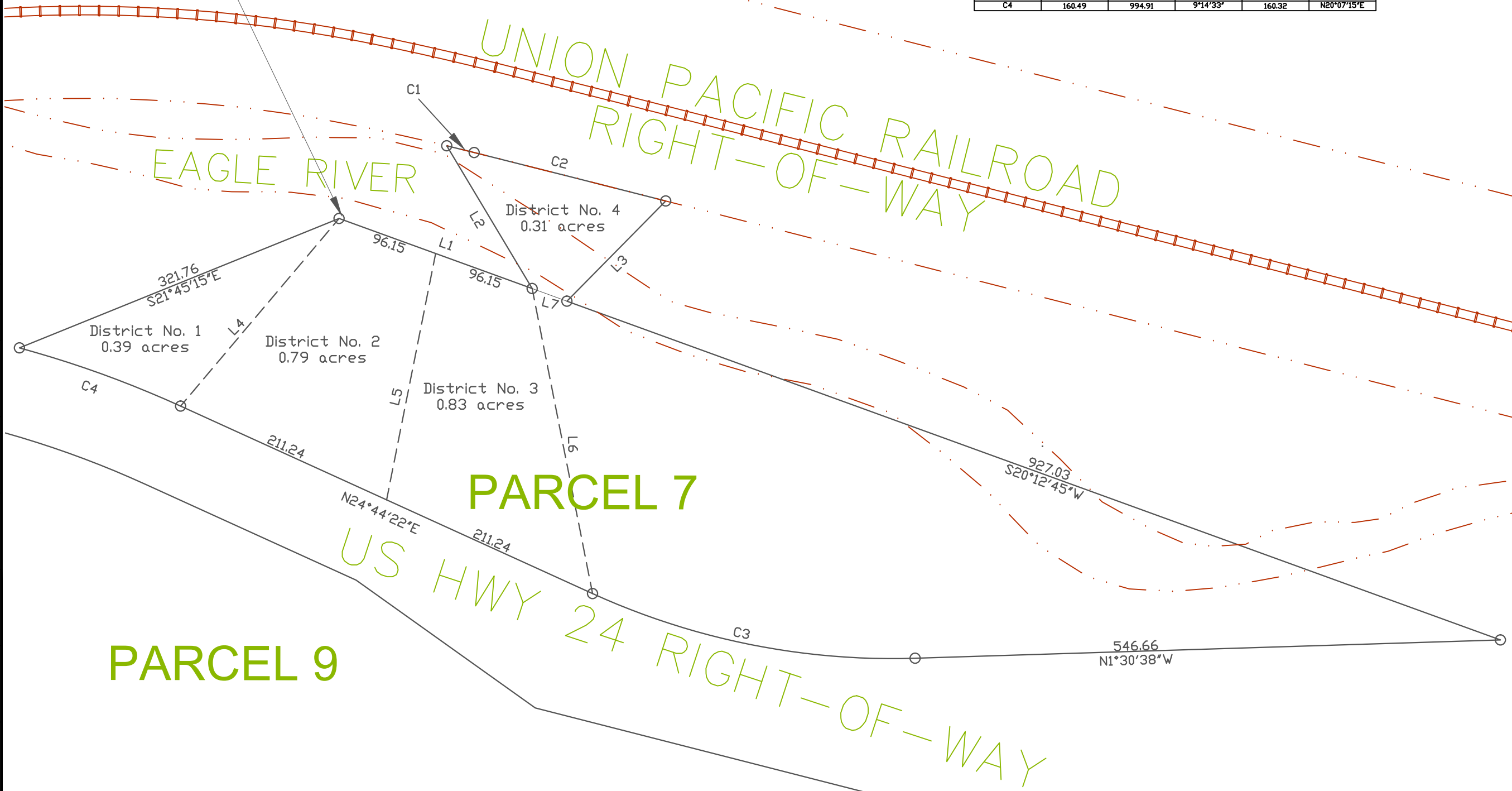
Line Table		
Line	Length	Bearing
L1	192.30	S20°12'45\"W
L2	155.38	N59°22'30\"E
L3	131.43	N45°06'44\"W
L4	229.19	N49°31'35\"W
L5	234.35	N60°27'56\"W
L6	292.89	S80°04'03\"W
L7	35.54	S20°12'45\"W

Curve Table				
Curve	Length	Radius	Delta	Chord Length
C1	26.42	2408.63	00°37'43\"	TAN = 13.21
C2	184.39	58445.82	0°10'51\"	184.39
C3	309.80	676.20	26°15'00\"	307.10
C4	160.49	994.91	9°14'33\"	160.32

Found 3-1/4" U.S.D.A
Aluminum cap marked "CDR 2
HES 40" N43°03'31"E 0.60'
from calculated corner

UNION PACIFIC RAILROAD
RIGHT-OF-WAY

EAGLE RIVER



Battle North Metro Dist Lot Map
Minturn, CO
Battle North LLC
Parcel 7 Lot Detail

Feb. 7, 2024

DATE	ISSUE	DESCRIPTION
3/12/24	TM	ADD MD# 4

Scale: 1" = 100'

DRAWN BY: TWM
DRAWING: 1 of 1
STAMP:

PARCEL 9

PARCEL 7

US HWY 24 RIGHT-OF-WAY

District No. 1 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence N 49°31'35" W a distance of 229.19 feet to a point;

thence 160.49 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 09°14'33", and the chord bears N 20°07'14" E a distance of 160.32 feet to a point on the 1-2 line of said H.E.S. 40;

thence along said 1-2 line of said H.E.S. 40 S 21°45'15" E a distance of 321.76 feet; to the point of beginning, District No. 1 containing 0.39 acres more or less.

District No. 2 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet to a point;

thence N 80°27'56" W a distance of 234.35 feet to a point;

thence N 24°44'22" E a distance of 211.24 feet;

thence S 49°31'35" E a distance of 229.19 feet to the point of beginning, District No. 2 containing 0.79 acres more or less.

District No. 3 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet from Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 96.15 feet to a point on the 1-2 line of Mineral Survey 20461 Puritan Lode;

thence S 80°04'03" W a distance of 292.89 feet to a point;

thence N 24°44'22" E a distance of 211.24 feet;

thence S 80°27'56" E a distance of 234.35 feet to the point of beginning, District No. 3 containing 0.83 acres more or less.

District No. 4 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 192.30 feet from Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet;

thence along said 1-2 line of said Mineral Survey 20461 Puritan Lode N 59°22'30" E a distance of 155.38 feet to a point on the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30, 1919; thence along said western right-of-way of the Union Pacific Railroad the following two courses:

1. 26.42 feet along the arc of a non tangent curve to the right having a radius of 2408.63 feet, a central angle of 00°37'43", and the chord bears S14°03'37" W a distance of 26.42 feet;

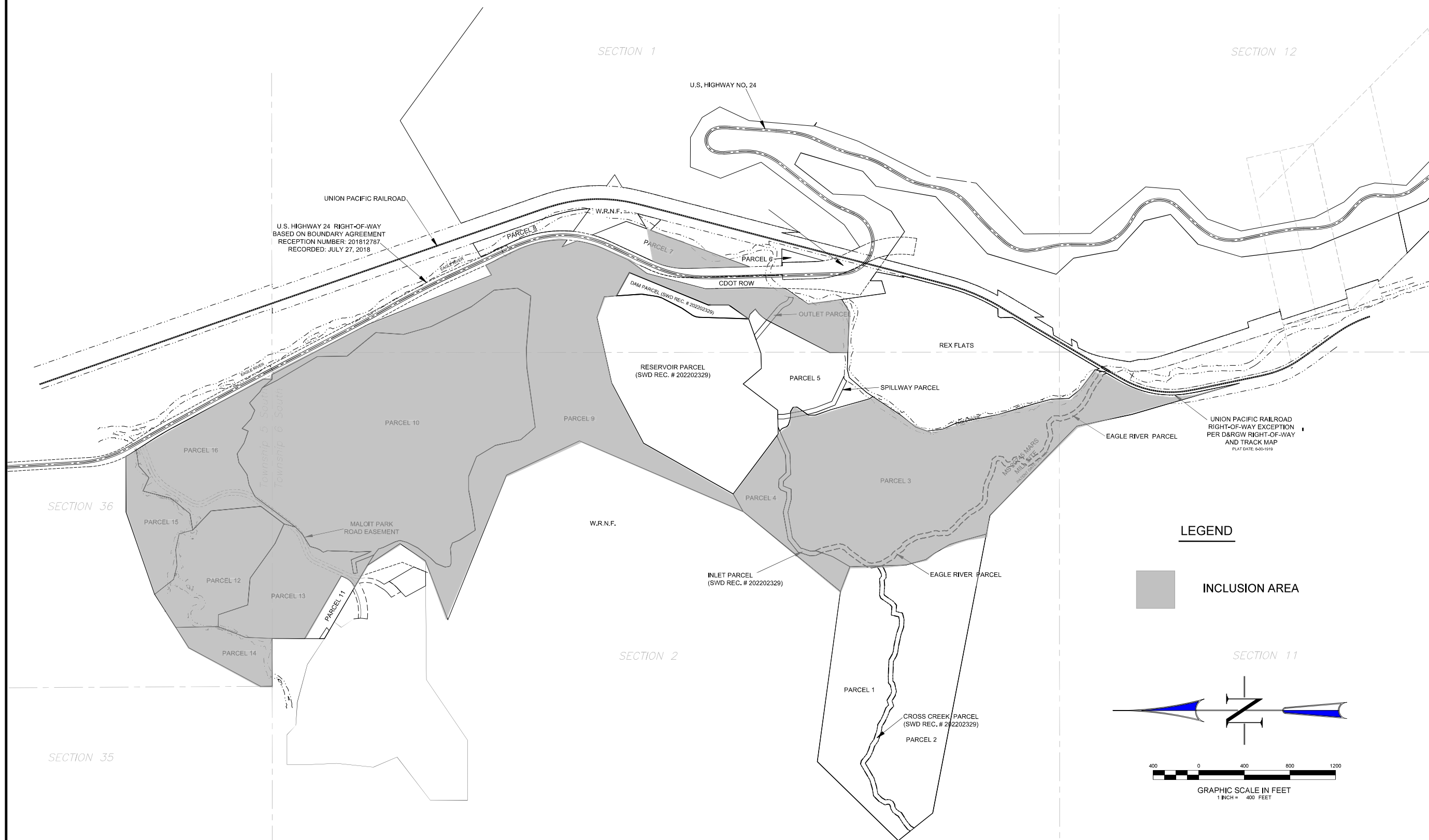
2. 184.39 feet along the arc of a tangent curve to the right having a radius of 58445.82 feet, a central angle of $00^{\circ}10'51''$, and the chord bears $S14^{\circ}27'54''$ W a distance of 184.39 feet to a point on the 2-3 line of the Mineral Survey 20461 Puritan Lode;

thence along said 2-3 line of the Mineral Survey 20461 Puritan Lode $N 45^{\circ}06'44''$ W a distance of 131.43 feet to the 2-3 line of said H.E.S. 40; thence along said 2-3 line of said H.E.S. 40 $N 20^{\circ}12'45''$ E a distance of 35.54 feet to the point of beginning, District No. 4 containing 0.31 acres more or less.

EXHIBIT A-2
INCLUSION AREA BOUNDARY MAP AND LEGAL DESCRIPTION

1

Battle North Metropolitan District Inclusion Area Map



SHEET NO.

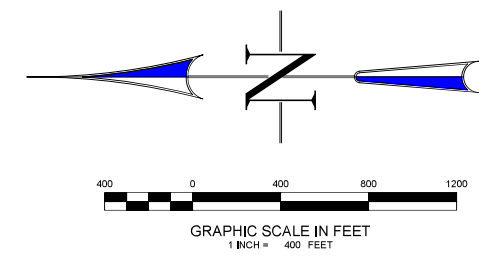
BATTLE NORTH LLC.

GAMBA & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 970/945-2550 WWW.GAMBAENGINEERING.COM
 1007 GRAND AVE., UNIT 003 P.O. BOX 1459 GLENWOOD SPRINGS, CO 81602

EXHIBIT 1 METRO DISTRICT INCLUSION AREA

SCALE:	1" = 400'	DATE:	12 JANUARY 2024	DRAWN BY:	BK
SHEET:	1 OF 1	PROJECT:	0555404	CHKD BY:	MG
DRAWING: Battle North LLC Exhibit with New Parcels - 20240112.dwg					
DIRECTORY: I:\DWG\05554\024-Exhibit-Map\1a-Title-Contour.dwg					

LEGEND



NO.	REVISION	MADE BY	CHKD BY	APPD BY

A parcel of land located in Sections 1, 2, 11 and 12 of Township 6 South, Range 81 West of the Sixth Principal Meridian and Section 36 of Township 5 South, Range 81 West of the Sixth Principal Meridian and consisting of the following parcels: Mineral Survey 20712 - Treasury Vault Mill Site, Mineral Survey 20712 - Gold Star Mill Site, H.E.S. 41, Mineral Survey 20745 - Mars Mill Site; along with those portions of the following parcels situated westerly of the western right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for the Union Pacific Railroad as described in the D&RGW Right-of-Way and Track Map dated June 30, 1919: Nelson Addition (Book 131 Page 76), H.E.S. 46, Mineral Survey 19500 - Brooklyn Placer, Mineral Survey 20043 - May No. 5 Lode, Mineral Survey 20257 – May No. 14 and May No. 15, Mineral Survey 20461 - Ruby Lode, H.E.S. 40 and Mineral Survey 19856 - River Bend Mill Site; and excepting the parcel described in Book 380 Page 574; being more particularly described as follows:

Beginning at the Southwesterly corner of a parcel of land described in Book 131 page 76 said point also being the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place whence the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place bears N 89°58'35" E a distance of 2,694.09 feet; thence the following five courses along the northwesterly boundary of said parcel described in Book 131 page 76:

1. N 00°20'54" W a distance of 99.96 feet along the west line of said Section 36;
2. N 28°13'18" E a distance of 715.35 feet;
3. N 57°23'50" E a distance of 557.58 feet;
4. N 70°47'50" E a distance of 762.18 feet;
5. N 89°56'50" E a distance of 491.16 feet to a point on said westerly right-of-way of U.S. Highway 24;

thence the following four courses along said westerly right-of-way of U.S. Highway 24:

1. 57.85 feet along the arc of a non tangent curve to the left having a radius of 756.30 feet, a central angle of 04°22'58", and the chord bears S30°36'24" E a distance of 57.84 feet;
2. S 32°47'53" E a distance of 199.00 feet;
3. 228.45 feet along the arc of a non tangent curve to the right having a radius of 2,825.00 feet, a central angle of 04°38'00", and the chord bears S 30°28'53" E a distance of 228.39 feet;
4. S 28°09'53" E a distance of 895.89 feet to a point on the easterly boundary of said parcel described in Book 131 page 76;

thence along said easterly boundary S 00°10'02" W a distance of 77.04 feet to the South Quarter corner of said Section 36 being a 2-1/2 inch GLO Brass Cap found in place said point also being

Angle Point 1 of Homestead Entry Survey (H.E.S.) No. 46, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 1-2 of said H.E.S. No. 46 S 89°38'32" E a distance of 41.61 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following two courses along said westerly right-of-way of U.S. Highway 24:

1. S 28°09'53" E a distance of 149.51 feet;
2. S 27°31'53" E a distance of 807.36 feet to a point on line 1-2 of Homestead Entry Survey (H.E.S.) No. 40 Township 6 South, Range 81 West of the Sixth Principal Meridian;

thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 1,161.84 feet to a point on line 1-2 of Mineral Survey 20461 "Ruby Lode"; thence along said line 1-2 of Mineral Survey 20461 "Ruby Lode" N 59°21'27" E a distance of 100.96 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way:

1. S 24°22'53" E a distance of 31.22 feet;
2. 76.61 feet along the arc of a tangent curve to the left having a radius of 800.00 feet, a central angle of 05°29'13", and the chord bears S 27°07'29" E a distance of 76.58 feet;
3. 75.27 feet along the arc of a tangent curve to the right having a radius of 800.00 feet, a central angle of 05°23'27", and the chord bears S 27°10'22" E a distance of 75.24 feet;
4. S 24°28'38" E a distance of 57.10 feet;
5. S 24°28'38" E a distance of 79.86 feet;
6. 436.38 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 27°19'32", and the chord bears S 10°48'52" E a distance of 432.26 feet to a point on line 2-3 of said Mineral Survey 20461 "Ruby Lode";

thence along said 2-3 line of Mineral Survey 20461 "Ruby Lode" N 53°55'33" W a distance of 74.99 feet to a point on said line 1-2 of H.E.S. No. 40; thence along said line 1-2 of H.E.S. No. 40 S 21°45'15" E a distance of 140.75 feet to a point on said westerly right-of-way of U.S. Highway 24; thence the following six courses along said westerly right-of-way of U.S. Highway 24:

1. 262.58 feet along the arc of a non tangent curve to the right having a radius of 915.00 feet, a central angle of 16°26'33", and the chord bears S16°31'05" W a distance of 261.68 feet;
2. S 24°44'22" W a distance of 216.35 feet;
3. S 35°45'52" W a distance of 205.41 feet;
4. S 14°36'41" W a distance of 532.15 feet;

5. S 01°15'08" E a distance of 429.27 feet;

6. S 01°25'41" W a distance of 268.53 feet to a point on line 3-4 of said H.E.S. No. 40;

thence along said 3-4 line of H.E.S. No. 40 S 33°56'45" W a distance of 246.93 feet to Angle Point 4 of said H.E.S. No. 40 said point also being Angle Point 8 of Homestead Entry Survey (H.E.S.) No. 41, Township 6 South, Range 81 West of the Sixth Principal Meridian; thence along line 7-8 of said H.E.S. No. 41 S 08°01'50" E a distance of 294.82 feet to the center of the Eagle River; thence the following two courses along said center of the Eagle River:

1. S 58°05'40" W a distance of 123.33 feet;
2. N 88°07'28" W a distance of 361.22 feet;

Thence leaving the center of the Eagle River N 0°00'00" E a distance of 157.44 feet to the right of way centerline of Tigiwon Road; thence the following two courses along said Tigiwon Road right-of-way centerline;

1. N 27°18'00" E a distance of 610.80 feet;
2. 153.15 feet along the arc of a non-tangent curve to the right having a radius of 286.50, a central angle of 30°37'40", and the chord bears S 42°37'30" W a distance of 151.33 feet;

Thence leaving said Tigiwon Road right-of-way centerline S 44°54'07" E a distance of 66.71 feet; thence N 74°17'56" W a distance of 41.21 feet to a point on the southerly boundary of the Dam Parcel as described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder's office February 10, 2022 at reception number 202202329;

thence along said westerly boundary of the Dam Parcel the following four courses;

1. thence N 34°56'03" E a distance of 213.62 feet
2. thence N 00°00'00" W a distance of 181.43 feet;
3. thence N 22°22'09" E a distance of 746.23 feet;
4. thence N 61°06'46" W a distance of 234.05 feet to a point on the northeasterly corner of the Reservoir Parcel;

thence along said southerly boundary of the Reservoir Parcel the following five courses;

1. thence N 70°32'11" W a distance of 192.32 feet;
2. thence S 77°20'34" W a distance of 590.72 feet;
3. thence S 62°05'59" W a distance of 597.19 feet;
4. thence S 29°33'21" W a distance of 904.04 feet;
5. thence S 53°11'01" E a distance of 658.80 feet;

Thence leaving the southerly boundary of the Reservoir Parcel S 66°03'04" W a distance of 37.66 feet; thence S 47°44'40" E a distance of 29.71; thence S 22°14'32" E a distance of 43.86 feet; thence S 46°45'14" E a distance of 22.10 feet; thence S 73°08'12" E a distance of 63.94 feet; thence S 89°10'25" E a distance of 55.31 feet; thence S 59°40'34" E a distance of 43.18 feet; thence S

01°52'44" E a distance of 35.14 feet; thence S 35°09'05" W a distance of 121.47 feet; thence S 00°21'34" W a distance of 60.72 feet; thence S 19°31'34" E a distance of 142.83 feet; thence S 15°46'39"E a distance of 348.63 feet; thence S 29°14'17" E a distance of 40.16 feet to the center of the Eagle River;

Thence the following eleven courses along said center of the Eagle River:

1. S 33°39'49" W a distance of 288.54 feet;
2. S 38°27'21" W a distance of 172.00 feet;
3. S 19°18'51" W a distance of 106.00 feet;
4. S 07°08'39" E a distance of 140.00 feet;
5. S 24°25'48" E a distance of 132.00 feet;
6. S 11°21'54" E a distance of 374.00 feet;
7. S 16°33'40" E a distance of 326.72 feet;
8. S 15°15'48" E a distance of 154.00 feet;
9. S 02°48'58" E a distance of 158.00 feet;
10. S 39°00'16" E a distance of 132.00 feet;
11. S 53°11'20" E a distance of 209.22 feet to a point on the westerly side of the right-of-way of the Union Pacific Railroad;

Thence the following two courses along said westerly right-of-way of the Union Pacific Railroad as described:

1. 37.95 feet along the arc of a non tangent curve to the left having a radius of 836.49 feet, a central angle of 02°35'59", and the chord bears S 13°13'46" W a distance of 37.95 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;
2. 47.98 feet along the arc of a tangent curve to the left having a radius of 3,919.72 feet, a central angle of 00°42'05", and the chord bears S 11°34'45" W a distance of 47.98 feet, said curve being parallel to and offset 100.00-feet westerly from the centerline of the eastern corridor of said Union Pacific Railroad;

Thence the following five courses along said westerly right-of-way of the Union Pacific Railroad, said right-of-way being parallel to and offset 25.00 feet westerly from the centerline of the western corridor of said Union Pacific Railroad:

1. S 30°39'47" W a distance of 44.76 feet;
2. 141.71 feet along the arc of a tangent curve to the left having a radius of 4,816.15 feet, a central angle of 01°41'09", and the chord bears S 29°49'13" W a distance of 141.71 feet;
3. 577.96 feet along the arc of a tangent curve to the left having a radius of 873.26 feet, a central angle of 37°55'13", and the chord bears S 10°01'01" W a distance of 567.46 feet;
4. 132.72 feet along the arc of a tangent curve to the left having a radius of 2,684.59 feet, a central angle of 02°49'57", and the chord bears S 10°21'34" E a distance of 132.70 feet;

5. S 11°46'32" E a distance of 338.53 to a point on line 5-6 of Mineral Survey 19500 "Brooklyn Placer";

thence along said line 5-6 of Mineral Survey 19500 "Brooklyn Placer" N 16°11'23" W a distance of 982.56 feet to Angle Point 6 of said Mineral Survey 19500 "Brooklyn Placer"; thence along line 6-7 of said Mineral Survey 19500 "Brooklyn Placer" N 12°07'10" W a distance of 494.47 feet to Angle Point 3 of Mineral Survey 20745 "Mars Mill Site"; thence along line 2-3 of said Mineral Survey 20745 "Mars Mill Site" N 45°47'44" W a distance of 1,091.01 feet to Angle Point 2 of said Mineral Survey 20745 "Mars Mill Site" said point also being on line 5-6 of said H.E.S. No. 41;

thence along the 5-6 line of said H.E.S. No. 41 N 79°06'56" W a distance of 167.22 feet to the southeast corner of the Highlands 2 Parcel; thence along the easterly boundary of said Highlands 2 Parcel the following six courses:

1. N 15°13'47" W a distance of 247.86 feet;
2. N 17°58'47" W a distance of 88.45 feet;
3. N 30°17'18" W a distance of 151.62 feet;
4. N 35°17'22" W a distance of 95.77 feet;
5. N 15°16'35" W a distance of 182.95 feet;

6. N 01°40'27" W 206.83 to the southeast corner of the Cross Creek Parcel, said parcel being described in the Special Warranty Deed recorded in the Eagle County Clerk and Recorder's office February 10, 2022 at reception number 202202329, point also being the southeast corner of the Highlands 1 Parcel;

Thence along the easterly boundary of said Highlands 1 Parcel, N 01°40'27" W a distance of 281.58 feet to the southeast corner of the Soil Processing Parcel; thence along the southerly boundary of said Soil processing Parcel N 69°04'25" W a distance of 231.93 feet to angle point NO. 2 of H.E.S. 41;

Thence along line 1-2 N 39°24'50" E a distance of 1,104.62 feet to Angle Point 1 said point also being Angle Point 5 of H.E.S. No. 40;

thence the following two courses along said H.E.S. No. 40:

1. along line 5-6 N 23°21'23" E a distance of 1,564.21 feet to Angle Point 6;
2. along line 6-7 N 25°10'25" W a distance of 707.61 feet to Angle Point 2 of Mineral Survey 20712 "Gold Star Mill Site";

thence along line 2-3 of said Mineral Survey 20712 "Gold Star Mill Site" N 67°56'00" W a distance of 967.24 feet to Angle Point 3 of said Mineral Survey 20712 "Gold Star Mill Site" said point also

being Angle Point 3 of Mineral Survey 20712 "Treasury Vault Mill Site"; thence along line 3-4 of said Mineral Survey 20712 "Treasury Vault Mill Site" N 67°56'00" W a distance of 403.10 feet to Angle Point 4 of said Mineral Survey 20712 "Treasury Vault Mill Site" said point also being on line 3-4 of said H.E.S. No. 46; thence along line 3-4 of said H.E.S. No. 46 N 69°12'00" E a distance of 553.58 feet to a point on a parcel described in Book 380 Page 574;

thence the following three courses along the easterly boundary of said parcel described in Book 380 Page 574:

1. N 34°17'20" E a distance of 269.23 feet;
2. N 33°47'30" W a distance of 346.69 feet;
3. N 59°40'30" W a distance of 214.88 feet to a point on the westerly boundary of the 50' wide Eagle County School District RE 50J Access and Utility Easement described in BK 424, PG 977; thence the following three courses along the westerly boundary of said Access and Utility Easement:

1. thence N53°00'19"E a distance of 37.39 feet;
2. thence 75.67 feet along the arc of a tangent curve to the left having a radius of 151.89, a central angle of 28°32'43", and the chord bears S38°43'55" W a distance of 74.89 feet;
3. N24°27'33"E a distance of 41.63 feet;

Thence N59°40'30" W a distance of 636.52 along the northerly boundary of Parcel 11 to a point;

Thence N 00°15'50" E a distance of 285.80 feet to a point on line 1-7 of said H.E.S. No. 46 said point also being on the South line of said Section 36;

thence along said line 1-7 of H.E.S. No. 46 S 89°58'35" W a distance of 420.19 feet to the point of beginning, the Main Metro Dist Parcel containing 299.30 acres more or less.

Parcel 7 Legal Description

A parcel of land located in Section 1 of Township 6 South, Range 81 West of the Sixth Principal Meridian and consisting of that portion of Homestead Entry Survey (H.E.S.) 40 and Mineral Survey 20461 Puritan Lode situated easterly of the eastern right-of-way for U.S. Highway 24 as described in the Boundary Agreement recorded July 27, 2018 at reception number 201812787 and westerly of the western right-of-way for Union Pacific Railroad, being more particularly described as follows:

Beginning at Corner No. 2 of said H.E.S. 40, whence the Southwest corner of said Section 36 being a 2-1/2 inch GLO Brass Cap bears N 52°43'19" W a distance of 5,128.97 feet; thence along the 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 192.30 feet to a point on the 1-2 line of Mineral Survey 20461 Puritan Lode; thence along said 1-2 line of said Mineral Survey 20461 Puritan Lode N 59°22'30" E a distance of 155.38 feet to a point on the western right-of-way of the Union Pacific Railroad as described in D&RGW Right-of-Way and Track Map dated June 30,

1919; thence along said western right-of-way of the Union Pacific Railroad the following two courses:

- 1. 26.42 feet along the arc of a non tangent curve to the right having a radius of 2408.63 feet, a central angle of 00°37'43", and the chord bears S14°03'37" W a distance of 26.42 feet;
- 2. 184.39 feet along the arc of a tangent curve to the right having a radius of 58445.82 feet, a central angle of 00°10'51", and the chord bears S14°27'54" W a distance of 184.39 feet to a point on the 2-3 line of the Mineral Survey 20461 Puritan Lode;

thence along said 2-3 line of the Mineral Survey 20461 Puritan Lode N 45°06'44" W a distance of 131.43 feet to the 2-3 line of said H.E.S. 40; thence along said 2-3 line of said H.E.S. 40 S 20°12'45" W a distance of 927.03 feet to a point on the eastern right-of-way of U.S. Highway 24; thence the following four courses along said eastern right-of-way of U.S. Highway 24:

- 1. N 01°30'38" W a distance of 546.66 feet;
- 2. 309.80 feet along the arc of a tangent curve to the right having a radius of 676.20 feet, a central angle of 26°15'00", and the chord bears N 11°36'52" E a distance of 307.10 feet;
- 3. N 24°44'22" E a distance of 422.47 feet;
- 4. 160.49 feet along the arc of a non tangent curve to the left having a radius of 994.91 feet, a central angle of 09°14'33", and the chord bears N 20°07'14" E a distance of 160.32 feet to a point on the 1-2 line of said H.E.S. 40;

thence along said 1-2 line of said H.E.S. 40 S 21°45'15" E a distance of 321.76 feet; to the point of beginning, Parcel 7 containing 5.57 acres more or less.

EXCEPTING OUT THE INITIAL BOUNDARY LEGAL DESCRIPTIONS IN EXHIBIT A-1 OF THIS SERVICE PLAN

AND EXCEPTING THE FOLLOWING PARCEL WHICH HAS BEEN TRANSFERRED TO EAGLE RIVER WATER AND SANITATION DISTRICT AND AUTHORITY

Inlet Parcel Legal Description

A Parcel of land 40 feet in width located in H.E.S. No. 41 as patented March 7, 1912 in Section 2, Township 6 South, Range 81 West, 6thP.M., for the purpose of constructing, operating and maintaining a water supply conveyance structure consisting of open channels and/or pipelines to supply water to Bolts Lake Reservoir from the Eagle River and from Cross Creek, more particularly described as follows:

Beginning at a point on the westerly boundary of the OTP Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated January 18, 2018 on behalf of Battle Mountain, whence Corner

No. 2 of said H.E.S. 41, being an original stone monument found in place, bears S64°05'11" W a distance of 376.68 feet;

Thence from the Point of Beginning the following 15 courses along the northerly boundary of said 40-ft wide Easement:

1. thence N24°43'37"W a distance of 57.52 feet;
2. thence N02°34'28"W a distance of 50.51 feet;
3. thence N17°36'42"E a distance of 57.23 feet;
4. thence N23°06'54"E a distance of 15.58 feet;
5. thence N10°13'05"E a distance of 33.85 feet;
6. thence N51°21'28"E a distance of 144.42 feet;
7. thence N80°01'14"E a distance of 245.49;
8. thence N75°30'49"W a distance of 122.70 feet;
9. thence S89°25'59"W a distance of 54.63 feet;
10. thence N22°13'41"W a distance of 55.35 feet;
11. thence N51°17'35"E a distance of 30.98 feet;
12. thence S87°20'19"E a distance of 69.22 feet;
13. thence S43°32'09"E a distance of 86.00 feet;
14. thence N87°52'49"E a distance of 154.45 feet;
15. thence N66°03'04"E a distance of 185.03 feet to a point on the southerly boundary of the Bolts Lake Reservoir Area as described on an Exhibit prepared by Gamba & Associates, Inc., dated February 1, 2019 on behalf of Battle North LLC;

Thence the following two courses along said southerly boundary of the Bolts Lake Reservoir Area;

1. thence S53°11'01"E a distance of 19.42 feet;
2. thence N88°48'40"E a distance of 59.59 feet;

Thence leaving said southerly boundary of the Bolts Lake Reservoir Area the following 16 courses along the southerly boundary of said 40-ft wide Easement:

1. thence S66°03'04"W a distance of 257.18 feet;
2. thence S87°52'49"W a distance of 180.21 feet;
3. thence N43°32'09"W a distance of 87.98 feet;
4. thence N87°20'19"W a distance of 40.88 feet;
5. thence S22°13'41"W a distance of 75.43 feet;
6. thence S89°25'59"W a distance of 86.49 feet;
7. thence N75°30'49"W a distance of 119.31 feet;
8. thence S80°01'14"W a distance of 226.60 feet;
9. thence S51°21'28"W a distance of 119.19 feet;
10. thence S10°13'05"W a distance of 23.36 feet;
11. thence S23°06'54"W a distance of 18.18 feet;
12. thence S17°36'42"W a distance of 48.19 feet;
13. thence S02°34'28"E a distance of 35.56 feet;
14. thence S24°43'37"E a distance of 4.16 feet;

15. thence $S10^{\circ}13'05''W$ a distance of 16.93 feet;
16. thence $S19^{\circ}01'53''W$ a distance of 43.82 feet,

to the Point of Beginning, containing 1.23 acres more or less.

EXHIBIT B
CAPITAL COST DESCRIPTION AND ESTIMATE

Battle North LLC - Phase 1 - Maloit Park Development						
Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	\$85,000	\$97,750	0.4%
G2	Mud Tracking Mitigation	1	LS	\$6,000	\$6,900	0.0%
G3	Erosion Control - Silt Fencing	6,000	LF	\$3.50	\$24,150	0.1%
G4	Erosion Control - Silt Logs	400	EA	\$34.00	\$15,640	0.1%
G5	Traffic Control - Barricades & Signage +	1	LS	\$90,000	\$103,500	0.4%
G6	Street Signs	18	EA	\$550	\$11,385	0.0%
G7	Revegetation (Dryland)	5	AC	\$1,700	\$9,775	0.0%
G8	Permenent Turf Reinforcement	10,000	SY	\$12.00	\$138,000	0.5%
G9	Temporary Turf Reinforcement	2,200	SY	\$9.00	\$22,770	0.1%
G10	Guard Rail	250	LF	\$160	\$46,000	0.2%
G11	Pavement Striping	1	LS	\$2,500	\$2,875	0.0%
G12	Landscape	1	LS	\$45,000	\$51,750	0.2%
				<i>Item Subtotal</i>	\$530,495	1.9%
EARTHWORK						
D1	Top Soil Removal & Replacement	5,000	CY	\$22.50	\$129,375	0.5%
D2	Site Excavation (Cut/Fill & Compaction)	12,500	CY	\$22.00	\$316,250	1.2%
D3	Fill Import (from Reservoir Site)	30,000	CY	\$22.00	\$759,000	2.8%
				<i>Item Subtotal</i>	\$1,204,625	4.4%
SANITARY SEWER						
S1	8" PVC Sewer Main	9,000	LF	\$91	\$941,850	3.4%
S2	4' Dia Concrete Manhole	25	EA	\$5,800	\$166,750	0.6%
S3	4' Dia Concrete Manhole w/Cast-Inplace Base	0	EA	\$8,600	\$0	0.0%
S4	Core Existing Manhole for New 8" pipe	2	EA	\$6,500	\$14,950	0.1%
S5	4" PVC Sewer Service	150	EA	\$3,600	\$621,000	2.3%
S6	Manhole Removal	2	EA	\$2,600	\$5,980	0.0%
S7	Plug Abandon Sewer Main Pipe Ends	0	EA	\$1,000	\$0	0.0%
S8	Manhole Cone Rotation, Adjust Rim & New	4	EA	\$2,600	\$11,960	0.0%
S9	Manhole Rim Elev Adjustment	4	EA	\$600	\$2,760	0.0%
				<i>Item Subtotal</i>	\$1,765,250	6.4%
POTABLE WATER						
W1	8" Tee Connection w/8" GV and 10"x8" Reducer	0	EA	\$22,000	\$0	0.0%
W2	8" Tee Connection w/Two 8" GV's & Plug	1	EA	\$16,000	\$18,400	0.1%
W3	8" C900 Water Main (includes fittings &	9,000	EA	\$120.00	\$1,242,000	4.5%
W4	8" Gate Valve	8	EA	\$3,600	\$33,120	0.1%
W5	Sleeve & Insulation for SewerLine Crossings	150	LF	\$200	\$34,500	0.1%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints	23	EA	\$10,800	\$285,660	1.0%
W7	PureCore Water Service w/WetTap, Saddle, Corp	150	EA	\$5,600	\$966,000	3.5%
W8	Air Vac Valve w/ Vault, fittings, service line &	1	EA	\$8,000	\$9,200	0.0%
				<i>Item Subtotal</i>	\$2,588,880	9.4%
POTABLE WATER PLANT						
WTP1	400,000 Gal Storage Tank	400,000	GAL	\$3	\$1,380,000	5.0%
WTP2	8" C900 Water Main (includes fittings &	1,500	LF	\$120	\$207,000	0.8%
WTP3	Package Water Treatment Plant (250 GPM)	1	EA	\$5000000	\$5,750,000	21.0%
WTP4	Site Prep	1	EA	\$250000	\$287,500	1.0%
WTP5	WTP Building	1	EA	\$2500000	\$2,875,000	10.5%
WTP6	Meter/Valve Vault (includes, fiittings, Valves,	1	LS	\$250,000	\$287,500	1.0%
				<i>Item Subtotal</i>	\$10,787,000	39.3%

Battle North LLC - Phase 1 - Maloit Park Development						
Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
DRAINAGE						
D1	18" Nominal Angular RipRap	200	Ton	\$154.00	\$35,420	0.1%
D2	Concrete Headwall & Wingwall Structures for	1	EA	\$11,000	\$12,650	0.0%
D3	24" RCP Culvert	40	LF	\$165	\$7,590	0.0%
D4	18" ADS-N12 Culvert	1500	LF	\$120	\$207,000	0.8%
D5	18" Flared End Sections	6	EA	\$480	\$3,312	0.0%
D6	Type R Inlet w/Snout & Bio-skirts	15	EA	\$11,500	\$198,375	0.7%
D7	Nyloplast Single Inlet w Snout & Bio-skirts	2	EA	\$9,000	\$20,700	0.1%
D8	Nyloplast Double Inlet w Snout & Bio-skirts	2	EA	\$13,250	\$30,475	0.1%
D9	Ditch Gabion Check Dams	48	EA	\$725	\$40,020	0.1%
			<i>Item Subtotal</i>		\$555,542	2.0%
UTILITY RELOCATION						
U1	Relocated Gas Transmission Line	1	EA	\$550000	\$632,500	2.3%
			<i>Item Subtotal</i>		\$632,500	2.3%
ROADS, CURB & Apron, Pans & Sidewalk						
R1	Asphalt Saw Cut & Rotomill	200	LF	\$22	\$5,060	0.0%
R2	Maloit Road Demo & Subgrade Prep &	1,750	SY	\$7	\$14,088	0.1%
R3	Class 6 ABC for Roads, Drives, Curbs, Aprons,	10,525	Ton	\$41	\$496,254	1.8%
R4	18" Standard Vertical & Mountable Curb &	11,630	LF	\$40	\$534,980	2.0%
R5	12" Spill Curb Edge	5000	LF	\$36	\$207,000	0.8%
R6	Curb Return Apron Fillets & Valley Pans	4,500	SF	\$18	\$93,150	0.3%
R7	5' Sidewalk	2,869	SF	\$14	\$46,191	0.2%
R8	On-Site Roads ADA ramps	850	SF	\$14	\$13,685	0.0%
R9	3" Asphaltic Pavement	125	Ton	\$180	\$25,875	0.1%
R10	4" Asphaltic Pavement	3,230	Ton	\$158	\$586,891	2.1%
R11	Parking Areas	1,500	Ton	\$159	\$274,275	1.0%
R12	Public Transportation Bus Stop	1	EA	\$1000000	\$1,150,000	4.2%
R11	HW 24 Intersection Improvements	1	EA	\$2000000	\$2,300,000	8.4%
R12	Bridges	2	EA	\$1500000	\$3,450,000	12.6%
					\$9,197,448	33.5%
TRAILS						
T1	Trail 53 Parking Space Site Grading/Subgrade	1	LS	\$6,000	\$6,900	0.0%
T2	Trail 53 Parking Space - 6" Class 6 ABC	180	Ton	\$41	\$8,487	0.0%
T3	ECO Trail Class 6 ABC	500	Ton	\$41	\$23,575	0.1%
T4	ECO Trail 3" Asphalt	150	Ton	\$168	\$28,980	0.1%
T5	ECO Trail ADA ramps	175	SF	\$22	\$4,428	0.0%
T6	ECO Trail Bridge (To be determined)	1	LS	\$75,000	\$86,250	0.3%
T7	Onsite 3' wide Trail (6" Compacted crusher	500	LF	\$22	\$12,650	0.0%
			<i>Item Subtotal</i>		\$171,270	0.6%
CONSTRUCTION TOTAL					\$27,433,010	100.0%
OTHER SERVICES & COSTS						
A1	Construction Survey		2.0%		\$548,660	2.0%
A2	Testing (water, sewer, compaction)		2.0%		\$548,660	2.0%
A3	Overhead		8.0%		\$2,194,641	5.0%
A4	BOND		1.5%		\$411,495	1.5%
A5	Civil Engineering		4.0%		\$1,097,320	4.0%
A6	Construction Observation		1.0%		\$274,330	1.0%
A7	Contingency (12%)		12.0%		\$3,291,961	12.0%
			<i>Item Subtotal</i>		\$8,367,068	
TOTAL COST					\$35,800,078	100.0%

Battle North LLC - Phase 2 - Reservoir Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
GENERAL						
G1	Mobilization	1	LS	\$85,000	\$97,750	0.9%
G2	Mud Tracking Mitigation	1	LS	\$6,000	\$6,900	0.1%
G3	Erosion Control - Silt Fencing	2,500	LF	\$3.50	\$10,063	0.1%
G4	Erosion Control - Silt Logs	200	EA	\$34.00	\$7,820	0.1%
G5	Traffic Control - Barricades & Signage +	1	LS	\$90,000	\$103,500	1.0%
G6	Street Signs	5	EA	\$550	\$3,163	0.0%
G7	Revegetation (Dryland)	5	AC	\$1,700	\$9,775	0.1%
G8	Permenent Turf Reinforcement	5,000	SY	\$12.00	\$69,000	0.6%
G9	Temporary Turf Reinforcement	1,000	SY	\$9.00	\$10,350	0.1%
G10	Pavement Striping	1	LS	\$2,500	\$2,875	0.0%
G11	Landscape	1	LS	\$45,000	\$51,750	0.5%
			<i>Item Subtotal</i>		\$372,945	3.4%
EARTHWORK						
D1	Top Soil Removal & Replacement	2,500	CY	\$22.50	\$64,688	0.6%
D2	Site Excavation (Cut/Fill & Compaction)	7,500	CY	\$22.00	\$189,750	1.7%
D3	Fill Import (from Reservoir Site)	5,000	CY	\$22.00	\$126,500	1.2%
			<i>Item Subtotal</i>		\$380,938	3.5%
SANITARY SEWER						
S1	8" PVC Sewer Main	11,850	LF	\$91	\$1,240,103	11.4%
S2	4' Dia Concrete Manhole	30	EA	\$5,800	\$200,100	1.8%
S3	4" Dia Force Main	500	EA	\$65	\$37,375	0.3%
S4	Sewer Pump Station	1	EA	\$500,000	\$575,000	5.3%
S5	4" PVC Sewer Service	75	EA	\$3,600	\$310,500	2.9%
			<i>Item Subtotal</i>		\$2,363,078	21.7%
POTABLE WATER						
W1	Booster Pump Station	1	EA	\$500,000	\$575,000	5.3%
W2	8" Tee Connection w/Two 8" GV's & Plug	4	EA	\$16,000	\$73,600	0.7%
W3	8" C900 Water Main (includes fittings &	11,850	EA	\$120.00	\$1,635,300	15.0%
W4	8" Gate Valve	10	EA	\$3,600	\$41,400	0.4%
W5	Sleeve & Insulation for SewerLine Crossings	75	LF	\$200	\$17,250	0.2%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints	15	EA	\$10,800	\$186,300	1.7%
W7	PureCore Water Service w/WetTap, Saddle, Corp	75	EA	\$5,600	\$483,000	4.4%
W8	Air Vac Valve w/ Vault, fittings, service line &	1	EA	\$8,000	\$9,200	0.1%
			<i>Item Subtotal</i>		\$3,021,050	27.7%
DRAINAGE						
D1	18" Nominal Angular RipRap	100	Ton	\$154.00	\$17,710	0.2%
D2	Concrete Headwall & Wingwall Structures for	1	EA	\$11,000	\$12,650	0.1%
D3	24" RCP Culvert	40	LF	\$165	\$7,590	0.1%
D4	18" ADS-N12 Culvert	300	LF	\$120	\$41,400	0.4%
D5	18" Flared End Sections	4	EA	\$480	\$2,208	0.0%
D6	Ditch Gabion Check Dams	20	EA	\$725	\$16,675	0.2%
			<i>Item Subtotal</i>		\$98,233	0.9%

Battle North LLC - Phase 2 - Reservoir Development

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
ROADS, CURB & Apron, Pans & Sidewalk						
R3	Class 6 ABC for Roads, Drives, Curbs, Aprons,	15,840	Ton	\$41	\$746,856	6.9%
R4	18" Standard Vertical & Mountable Curb &	4,000	LF	\$40	\$184,000	1.7%
R5	12" Spill Curb Edge	2,000	LF	\$36	\$82,800	0.8%
R6	Curb Return Apron Fillets & Valley Pans	2,000	SF	\$18	\$41,400	0.4%
R7	5' Sidewalk	3,000	SF	\$14	\$48,300	0.4%
R8	On-Site Roads ADA ramps	250	SF	\$14	\$4,025	0.0%
R9	3" Asphaltic Pavement	125	Ton	\$180	\$25,875	0.2%
R10	4" Asphaltic Pavement	4,000	Ton	\$158	\$726,800	6.7%
R11	Parking Areas	500	Ton	\$159	\$91,425	0.8%
R12	Public Transportation Bus Stop	1	EA	\$1000000	\$1,150,000	10.6%
R11	HW 24 Intersection Improvements	1	EA	\$1000000	\$1,150,000	10.6%
					\$4,251,481	39.0%
TRAILS						
T1	Trail 53 Parking Space Site Grading/Subgrade	1	LS	\$6,000	\$6,900	0.1%
T2	Trail 53 Parking Space - 6" Class 6 ABC	900	Ton	\$41	\$42,435	0.4%
T3	ECO Trail Class 6 ABC	500	Ton	\$41	\$23,575	0.2%
T4	ECO Trail 3" Asphalt	1500	Ton	\$168	\$289,800	2.7%
T5	ECO Trail ADA ramps	175	SF	\$22	\$4,428	0.0%
T6	Onsite 3' wide Trail (6" Compacted crusher	1500	LF	\$22	\$37,950	0.3%
			<i>Item Subtotal</i>		\$405,088	3.7%
CONSTRUCTION TOTAL					\$10,892,812	100.0%
OTHER SERVICES & COSTS						
A1	Construction Survey		2.0%		\$217,856	2.0%
A2	Testing (water, sewer, compaction)		2.0%		\$217,856	2.0%
A3	Overhead		8.0%		\$871,425	8.0%
A4	BOND		1.5%		\$163,392	1.5%
A5	Civil Engineering		4.0%		\$435,712	4.0%
A6	Construction Observation		1.0%		\$108,928	1.0%
A7	Contingency (30%)		30.0%		\$3,049,987	30.0%
			<i>Item Subtotal</i>		\$5,065,157	
TOTAL COST					\$15,957,969	100.0%

EXHIBIT C
FINANCIAL PLAN

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Eagle County, Colorado

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**GENERAL OBLIGATION BONDS, SERIES 2026**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
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Service Plan

Bond Assumptions	Series 2026	Series 2036	Total
Closing Date	12/1/2026	12/1/2036	
First Call Date	12/1/2031	12/1/2046	
Final Maturity	12/1/2056	12/1/2066	
Sources of Funds			
Par Amount	35,920,000	54,070,000	89,990,000
Funds on Hand	0	4,788,271	4,788,271
Total	35,920,000	58,858,271	94,778,271
Uses of Funds			
Project Fund	\$27,193,329	\$23,827,921	\$51,021,250
Refunding Escrow	0	34,560,000	34,560,000
Debt Service Reserve	3,218,271	0	3,218,271
Capitalized Interest	4,490,000	0	4,490,000
Costs of Issuance	1,018,400	470,350	1,488,750
Total	35,920,000	58,858,271	94,778,271
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Commercial	2.00%	2.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	7.15%		
<i>Current Assumption</i>	7.15%		
Debt Service Mills			
<i>Service Plan Mill Levy Cap</i>	50.000		
<i>Maximum Adjusted Cap</i>	50.000		
<i>Target Mill Levy</i>	50.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	3.00%		
Operations			
Operations Mill Levy	10.000		
Total Mill Levy	60.000		

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Development Summary**

	Residential								Total Residential
	SFD (wav)	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
Statutory Actual Value (2024)	\$1,850,000	\$	\$	\$	\$	\$	\$	\$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	75	-	-	-	-	-	-	-	75
2027	75	-	-	-	-	-	-	-	75
2028	75	-	-	-	-	-	-	-	75
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	225	-	-	-	-	-	-	-	225
Total Statutory Actual Value	\$416,250,000	\$	\$	\$	\$	\$	\$	\$	\$416,250,000

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Development Summary**

Statutory Actual Value (2024)	Commercial								Total Commercial
	Commercial (tbd)	Product B	Product C	Product D	Product E	Product F	Product G	Product H	
	\$200	\$	\$	\$	\$	\$	\$	\$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	25,000	-	-	-	-	-	-	-	25,000
2027	25,000	-	-	-	-	-	-	-	25,000
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
Total Statutory Actual Value	\$10,000,000	\$	\$	\$	\$	\$	\$	\$	\$10,000,000

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Assessed Value Calculation

	Vacant Land		Residential				Commercial				Total
	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value	Assessed Value
	Actual Value ¹	In Collection Year	Residential Units	Reassessment	Actual Value	In Collection Year	Commercial SF	Reassessment	Actual Value	In Collection Year	In Collection Year
		(2-year lag)		6.00%		(2-year lag)		2.00%		(2-year lag)	(2-year lag)
	29.00%				7.15%				@ 29.00%		
2023	0	0	0		0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0
2025	14,375,000	0	0		0	0	0	0	0	0	0
2026	14,375,000	0	75	0	144,355,500	0	25,000	0	5,202,000	0	0
2027	13,875,000	4,168,750	75		291,598,110	0	25,000		10,508,040	0	4,168,750
2028	0	4,168,750	75	17,495,887	459,281,459	10,321,418	0	210,161	10,718,201	1,508,580	15,998,748
2029	0	4,023,750	0		459,281,459	20,849,265	0		10,718,201	3,047,332	27,920,346
2030	0	0	0	27,556,888	486,838,346	32,838,624	0	214,364	10,932,565	3,108,278	35,946,903
2031	0	0	0		486,838,346	32,838,624	0		10,932,565	3,108,278	35,946,903
2032	0	0	0	29,210,301	516,048,647	34,808,942	0	218,651	11,151,216	3,170,444	37,979,386
2033	0	0	0		516,048,647	34,808,942	0		11,151,216	3,170,444	37,979,386
2034	0	0	0	30,962,919	547,011,566	36,897,478	0	223,024	11,374,240	3,233,853	40,131,331
2035	0	0	0		547,011,566	36,897,478	0		11,374,240	3,233,853	40,131,331
2036	0	0	0	32,820,694	579,832,260	39,111,327	0	227,485	11,601,725	3,298,530	42,409,857
2037	0	0	0		579,832,260	39,111,327	0		11,601,725	3,298,530	42,409,857
2038	0	0	0	34,789,936	614,622,195	41,458,007	0	232,035	11,833,760	3,364,500	44,822,507
2039	0	0	0		614,622,195	41,458,007	0		11,833,760	3,364,500	44,822,507
2040	0	0	0	36,877,332	651,499,527	43,945,487	0	236,675	12,070,435	3,431,790	47,377,277
2041	0	0	0		651,499,527	43,945,487	0		12,070,435	3,431,790	47,377,277
2042	0	0	0	39,089,972	690,589,499	46,582,216	0	241,409	12,311,844	3,500,426	50,082,642
2043	0	0	0		690,589,499	46,582,216	0		12,311,844	3,500,426	50,082,642
2044	0	0	0	41,435,370	732,024,869	49,377,149	0	246,237	12,558,081	3,570,435	52,947,584
2045	0	0	0		732,024,869	49,377,149	0		12,558,081	3,570,435	52,947,584
2046	0	0	0	43,921,492	775,946,361	52,339,778	0	251,162	12,809,242	3,641,843	55,981,621
2047	0	0	0		775,946,361	52,339,778	0		12,809,242	3,641,843	55,981,621
2048	0	0	0	46,556,782	822,503,143	55,480,165	0	256,185	13,065,427	3,714,680	59,194,845
2049	0	0	0		822,503,143	55,480,165	0		13,065,427	3,714,680	59,194,845
2050	0	0	0	49,350,189	871,853,331	58,808,975	0	261,309	13,326,736	3,788,974	62,597,949
2051	0	0	0		871,853,331	58,808,975	0		13,326,736	3,788,974	62,597,949
2052	0	0	0	52,311,200	924,164,531	62,337,513	0	266,535	13,593,270	3,864,753	66,202,266
2053	0	0	0		924,164,531	62,337,513	0		13,593,270	3,864,753	66,202,266
2054	0	0	0	55,449,872	979,614,403	66,077,764	0	271,865	13,865,136	3,942,048	70,019,812
2055	0	0	0		979,614,403	66,077,764	0		13,865,136	3,942,048	70,019,812
2056	0	0	0	58,776,864	1,038,391,267	70,042,430	0	277,303	14,142,438	4,020,889	74,063,319
2057	0	0	0		1,038,391,267	70,042,430	0		14,142,438	4,020,889	74,063,319
2058	0	0	0	62,303,476	1,100,694,743	74,244,976	0	282,849	14,425,287	4,101,307	78,346,283
2059	0	0	0		1,100,694,743	74,244,976	0		14,425,287	4,101,307	78,346,283
2060	0	0	0	66,041,685	1,166,736,428	78,699,674	0	288,506	14,713,793	4,183,333	82,883,007
2061	0	0	0		1,166,736,428	78,699,674	0		14,713,793	4,183,333	82,883,007
2062	0	0	0	70,004,186	1,236,740,613	83,421,655	0	294,276	15,008,069	4,267,000	87,688,654
2063	0	0	0		1,236,740,613	83,421,655	0		15,008,069	4,267,000	87,688,654
2064	0	0	0	74,204,437	1,310,945,050	88,426,954	0	300,161	15,308,230	4,352,340	92,779,294
2065	0	0	0		1,310,945,050	88,426,954	0		15,308,230	4,352,340	92,779,294
2066	0	0	0	78,656,703	1,389,601,753	93,732,571	0	306,165	15,614,395	4,439,387	98,171,958
Total			225	947,816,181			50,000	5,106,355			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
2. Manual adjustment to actual value per assessor
3. SFD RAR Assumes 6.95% in '23, 6.70% in '24; back to 7.15% thereafter

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Revenue Calculation**

	District Mill Levy Revenue				Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available
	In Collection Year		Collections	Taxes	Fee	Fee	for Debt Service
	(2-year lag)	50.000 Cap 50.000 Target	99.5%	6.00%	3.00%	\$4,000	
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	0	0.000	0	0	0	0	0
2026	0	50.000	0	0	0	0	0
2027	4,168,750	50.000	207,395	12,444	(6,222)	(4,000)	209,617
2028	15,998,748	50.000	795,938	47,756	(23,878)	(4,000)	815,816
2029	27,920,346	50.000	1,389,037	83,342	(41,671)	(4,000)	1,426,708
2030	35,946,903	50.000	1,788,358	107,302	(53,651)	(4,000)	1,838,009
2031	35,946,903	50.000	1,788,358	107,302	(53,651)	(4,000)	1,838,009
2032	37,979,386	50.000	1,889,474	113,368	(56,684)	(4,000)	1,942,159
2033	37,979,386	50.000	1,889,474	113,368	(56,684)	(4,000)	1,942,159
2034	40,131,331	50.000	1,996,534	119,792	(59,896)	(4,000)	2,052,430
2035	40,131,331	50.000	1,996,534	119,792	(59,896)	(4,000)	2,052,430
2036	42,409,857	50.000	2,109,890	126,593	(63,297)	(4,000)	2,169,187
2037	42,409,857	50.000	2,109,890	126,593	(63,297)	(4,000)	2,169,187
2038	44,822,507	50.000	2,229,920	133,795	(66,898)	(4,000)	2,292,817
2039	44,822,507	50.000	2,229,920	133,795	(66,898)	(4,000)	2,292,817
2040	47,377,277	50.000	2,357,020	141,421	(70,711)	(4,000)	2,423,730
2041	47,377,277	50.000	2,357,020	141,421	(70,711)	(4,000)	2,423,730
2042	50,082,642	50.000	2,491,611	149,497	(74,748)	(4,000)	2,562,360
2043	50,082,642	50.000	2,491,611	149,497	(74,748)	(4,000)	2,562,360
2044	52,947,584	50.000	2,634,142	158,049	(79,024)	(4,000)	2,709,167
2045	52,947,584	50.000	2,634,142	158,049	(79,024)	(4,000)	2,709,167
2046	55,981,621	50.000	2,785,086	167,105	(83,553)	(4,000)	2,864,638
2047	55,981,621	50.000	2,785,086	167,105	(83,553)	(4,000)	2,864,638
2048	59,194,845	50.000	2,944,944	176,697	(88,348)	(4,000)	3,029,292
2049	59,194,845	50.000	2,944,944	176,697	(88,348)	(4,000)	3,029,292
2050	62,597,949	50.000	3,114,248	186,855	(93,427)	(4,000)	3,203,675
2051	62,597,949	50.000	3,114,248	186,855	(93,427)	(4,000)	3,203,675
2052	66,202,266	50.000	3,293,563	197,614	(98,807)	(4,000)	3,388,370
2053	66,202,266	50.000	3,293,563	197,614	(98,807)	(4,000)	3,388,370
2054	70,019,812	50.000	3,483,486	209,009	(104,505)	(4,000)	3,583,990
2055	70,019,812	50.000	3,483,486	209,009	(104,505)	(4,000)	3,583,990
2056	74,063,319	50.000	3,684,650	221,079	(110,540)	(4,000)	3,791,190
2057	74,063,319	50.000	3,684,650	221,079	(110,540)	(4,000)	3,791,190
2058	78,346,283	50.000	3,897,728	233,864	(116,932)	(4,000)	4,010,659
2059	78,346,283	50.000	3,897,728	233,864	(116,932)	(4,000)	4,010,659
2060	82,883,007	50.000	4,123,430	247,406	(123,703)	(4,000)	4,243,133
2061	82,883,007	50.000	4,123,430	247,406	(123,703)	(4,000)	4,243,133
2062	87,688,654	50.000	4,362,511	261,751	(130,875)	(4,000)	4,489,386
2063	87,688,654	50.000	4,362,511	261,751	(130,875)	(4,000)	4,489,386
2064	92,779,294	50.000	4,615,770	276,946	(138,473)	(4,000)	4,750,243
2065	92,779,294	50.000	4,615,770	276,946	(138,473)	(4,000)	4,750,243
2066	98,171,958	50.000	4,884,055	293,043	(146,522)	(4,000)	5,026,577
Total			114,881,152	6,892,869	(3,446,435)	(160,000)	118,167,586

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2026	Series 2036			Annual Surplus	Cumulative Balance	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/26 Par: \$35,920,000 Proj: \$27,193,329	Dated: 12/1/36 Par: \$54,070,000 Proj: \$23,827,921 Esc: \$34,560,000							
2023	0									
2024	0									
2025	0									
2026	0	0		0		0	0	0	n/a	n/a
2027	209,617	0		0		209,617	209,617	0	862%	n/a
2028	815,816	0		0		815,816	1,025,433	0	225%	n/a
2029	1,426,708	898,000		898,000		528,708	1,554,141	0	129%	159%
2030	1,838,009	1,836,000		1,836,000		2,009	1,556,151	0	100%	100%
2031	1,838,009	1,834,000		1,834,000		4,009	1,560,160	0	100%	100%
2032	1,942,159	1,937,000		1,937,000		5,159	1,565,318	0	94%	100%
2033	1,942,159	1,939,750		1,939,750		2,409	1,567,727	0	94%	100%
2034	2,052,430	2,052,000		2,052,000		430	1,568,157	0	89%	100%
2035	2,052,430	2,048,250		2,048,250		4,180	1,572,336	0	88%	100%
2036	2,169,187	2,169,000	0	2,169,000	\$1,570,000	(1,569,813)	2,524	0	82%	100%
2037	2,169,187	Ref'd by Ser. '36	2,162,800	2,162,800		6,387	8,911	0	127%	100%
2038	2,292,817		2,292,800	2,292,800		17	8,928	0	121%	100%
2039	2,292,817		2,292,600	2,292,600		217	9,145	0	120%	100%
2040	2,423,730		2,422,200	2,422,200		1,530	10,675	0	114%	100%
2041	2,423,730		2,421,400	2,421,400		2,330	13,006	0	113%	100%
2042	2,562,360		2,560,200	2,560,200		2,160	15,165	0	106%	100%
2043	2,562,360		2,558,000	2,558,000		4,360	19,525	0	105%	100%
2044	2,709,167		2,705,200	2,705,200		3,967	23,492	0	99%	100%
2045	2,709,167		2,705,800	2,705,800		3,367	26,858	0	98%	100%
2046	2,864,638		2,860,400	2,860,400		4,238	31,096	0	91%	100%
2047	2,864,638		2,862,800	2,862,800		1,838	32,935	0	90%	100%
2048	3,029,292		3,028,800	3,028,800		492	33,427	0	84%	100%
2049	3,029,292		3,026,800	3,026,800		2,492	35,918	0	82%	100%
2050	3,203,675		3,203,200	3,203,200		475	36,394	0	76%	100%
2051	3,203,675		3,200,800	3,200,800		2,875	39,269	0	74%	100%
2052	3,388,370		3,386,400	3,386,400		1,970	41,239	0	67%	100%
2053	3,388,370		3,387,400	3,387,400		970	42,208	0	65%	100%
2054	3,583,990		3,580,800	3,580,800		3,190	45,399	0	59%	100%
2055	3,583,990		3,583,800	3,583,800		190	45,589	0	56%	100%
2056	3,791,190		3,788,600	3,788,600		2,590	48,179	0	51%	100%
2057	3,791,190		3,787,000	3,787,000		4,190	52,368	0	47%	100%
2058	4,010,659		4,006,800	4,006,800		3,859	56,228	0	42%	100%
2059	4,010,659		4,009,000	4,009,000		1,659	57,887	0	38%	100%
2060	4,243,133		4,241,800	4,241,800		1,333	59,219	0	33%	100%
2061	4,243,133		4,240,800	4,240,800		2,333	61,552	0	29%	100%
2062	4,489,386		4,484,800	4,484,800		4,586	66,138	0	24%	100%
2063	4,489,386		4,488,800	4,488,800		586	66,724	0	20%	100%
2064	4,750,243		4,746,800	4,746,800		3,443	70,167	0	14%	100%
2065	4,750,243		4,748,400	4,748,400		1,843	72,010	0	10%	100%
2066	5,026,577		5,023,200	5,023,200		3,377	0	75,386	5%	100%
Total	118,167,586	14,714,000	101,808,200	116,522,200	1,570,000	75,386		75,386		

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
Operations Projection**

	Total	Operations Revenue				Total	Total Mills
	Assessed Value	Operations	Ops Mill Levy	Specific Ownership	County Treasurer	Revenue Available	Total
	In Collection Year (2-year lag)	Mill Levy 10.000 Target	Collections 99.5%	Taxes 6%	Fee 3.00%	for Operations	District Mills
2023							
2024							
2025							
2026	0	10.000	0	0	0	0	60.000
2027	4,168,750	10.000	41,479	2,489	(1,244)	42,723	60.000
2028	15,998,748	10.000	159,188	9,551	(4,776)	163,963	60.000
2029	27,920,346	10.000	277,807	16,668	(8,334)	286,142	60.000
2030	35,946,903	10.000	357,672	21,460	(10,730)	368,402	60.000
2031	35,946,903	10.000	357,672	21,460	(10,730)	368,402	60.000
2032	37,979,386	10.000	377,895	22,674	(11,337)	389,232	60.000
2033	37,979,386	10.000	377,895	22,674	(11,337)	389,232	60.000
2034	40,131,331	10.000	399,307	23,958	(11,979)	411,286	60.000
2035	40,131,331	10.000	399,307	23,958	(11,979)	411,286	60.000
2036	42,409,857	10.000	421,978	25,319	(12,659)	434,637	60.000
2037	42,409,857	10.000	421,978	25,319	(12,659)	434,637	60.000
2038	44,822,507	10.000	445,984	26,759	(13,380)	459,363	60.000
2039	44,822,507	10.000	445,984	26,759	(13,380)	459,363	60.000
2040	47,377,277	10.000	471,404	28,284	(14,142)	485,546	60.000
2041	47,377,277	10.000	471,404	28,284	(14,142)	485,546	60.000
2042	50,082,642	10.000	498,322	29,899	(14,950)	513,272	60.000
2043	50,082,642	10.000	498,322	29,899	(14,950)	513,272	60.000
2044	52,947,584	10.000	526,828	31,610	(15,805)	542,633	60.000
2045	52,947,584	10.000	526,828	31,610	(15,805)	542,633	60.000
2046	55,981,621	10.000	557,017	33,421	(16,711)	573,728	60.000
2047	55,981,621	10.000	557,017	33,421	(16,711)	573,728	60.000
2048	59,194,845	10.000	588,989	35,339	(17,670)	606,658	60.000
2049	59,194,845	10.000	588,989	35,339	(17,670)	606,658	60.000
2050	62,597,949	10.000	622,850	37,371	(18,685)	641,535	60.000
2051	62,597,949	10.000	622,850	37,371	(18,685)	641,535	60.000
2052	66,202,266	10.000	658,713	39,523	(19,761)	678,474	60.000
2053	66,202,266	10.000	658,713	39,523	(19,761)	678,474	60.000
2054	70,019,812	10.000	696,697	41,802	(20,901)	717,598	60.000
2055	70,019,812	10.000	696,697	41,802	(20,901)	717,598	60.000
2056	74,063,319	10.000	736,930	44,216	(22,108)	759,038	60.000
2057	74,063,319	10.000	736,930	44,216	(22,108)	759,038	60.000
2058	78,346,283	10.000	779,546	46,773	(23,386)	802,932	60.000
2059	78,346,283	10.000	779,546	46,773	(23,386)	802,932	60.000
2060	82,883,007	10.000	824,686	49,481	(24,741)	849,427	60.000
2061	82,883,007	10.000	824,686	49,481	(24,741)	849,427	60.000
2062	87,688,654	10.000	872,502	52,350	(26,175)	898,677	60.000
2063	87,688,654	10.000	872,502	52,350	(26,175)	898,677	60.000
2064	92,779,294	10.000	923,154	55,389	(27,695)	950,849	60.000
2065	92,779,294	10.000	923,154	55,389	(27,695)	950,849	60.000
2066	98,171,958	10.000	976,811	58,609	(29,304)	1,006,115	60.000
Total			22,976,230	1,378,574	(689,287)	23,665,517	

SOURCES AND USES OF FUNDS

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2056 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date 12/01/2026
Delivery Date 12/01/2026

Sources:

Bond Proceeds:	
Par Amount	35,920,000.00
	<u>35,920,000.00</u>

Uses:

Project Fund Deposits:	
Project Fund	27,193,329.17
Other Fund Deposits:	
Capitalized Interest Fund	4,490,000.00
Debt Service Reserve	<u>3,218,270.83</u>
	7,708,270.83
Delivery Date Expenses:	
Cost of Issuance	300,000.00
Underwriter's Discount	<u>718,400.00</u>
	1,018,400.00
	<u>35,920,000.00</u>

BOND SUMMARY STATISTICS

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 2056 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.152743%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.217869%
Average Coupon	5.000000%
Average Life (years)	23.006
Weighted Average Maturity (years)	23.006
Duration of Issue (years)	13.506
Par Amount	35,920,000.00
Bond Proceeds	35,920,000.00
Total Interest	41,318,500.00
Net Interest	42,036,900.00
Bond Years from Dated Date	826,370,000.00
Bond Years from Delivery Date	826,370,000.00
Total Debt Service	77,238,500.00
Maximum Annual Debt Service	3,790,500.00
Average Annual Debt Service	2,574,616.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2056	35,920,000.00	100.000	5.000%	23.006	12/02/2049	55,676.00
	35,920,000.00			23.006		55,676.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	35,920,000.00	35,920,000.00	35,920,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-718,400.00	-718,400.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	35,201,600.00	34,901,600.00	35,920,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.152743%	5.217869%	5.000000%

NET DEBT SERVICE

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills**

Non-Rated, 100x, 2056 Final Maturity

(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)

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| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|------------------------------|---------------------|
| 12/01/2027       |               | 1,796,000.00  | 1,796,000.00          | 1,796,000.00                 |                     |
| 12/01/2028       |               | 1,796,000.00  | 1,796,000.00          | 1,796,000.00                 |                     |
| 12/01/2029       |               | 1,796,000.00  | 1,796,000.00          | 898,000.00                   | 898,000.00          |
| 12/01/2030       | 40,000.00     | 1,796,000.00  | 1,836,000.00          |                              | 1,836,000.00        |
| 12/01/2031       | 40,000.00     | 1,794,000.00  | 1,834,000.00          |                              | 1,834,000.00        |
| 12/01/2032       | 145,000.00    | 1,792,000.00  | 1,937,000.00          |                              | 1,937,000.00        |
| 12/01/2033       | 155,000.00    | 1,784,750.00  | 1,939,750.00          |                              | 1,939,750.00        |
| 12/01/2034       | 275,000.00    | 1,777,000.00  | 2,052,000.00          |                              | 2,052,000.00        |
| 12/01/2035       | 285,000.00    | 1,763,250.00  | 2,048,250.00          |                              | 2,048,250.00        |
| 12/01/2036       | 420,000.00    | 1,749,000.00  | 2,169,000.00          |                              | 2,169,000.00        |
| 12/01/2037       | 440,000.00    | 1,728,000.00  | 2,168,000.00          |                              | 2,168,000.00        |
| 12/01/2038       | 585,000.00    | 1,706,000.00  | 2,291,000.00          |                              | 2,291,000.00        |
| 12/01/2039       | 615,000.00    | 1,676,750.00  | 2,291,750.00          |                              | 2,291,750.00        |
| 12/01/2040       | 775,000.00    | 1,646,000.00  | 2,421,000.00          |                              | 2,421,000.00        |
| 12/01/2041       | 815,000.00    | 1,607,250.00  | 2,422,250.00          |                              | 2,422,250.00        |
| 12/01/2042       | 995,000.00    | 1,566,500.00  | 2,561,500.00          |                              | 2,561,500.00        |
| 12/01/2043       | 1,045,000.00  | 1,516,750.00  | 2,561,750.00          |                              | 2,561,750.00        |
| 12/01/2044       | 1,240,000.00  | 1,464,500.00  | 2,704,500.00          |                              | 2,704,500.00        |
| 12/01/2045       | 1,305,000.00  | 1,402,500.00  | 2,707,500.00          |                              | 2,707,500.00        |
| 12/01/2046       | 1,525,000.00  | 1,337,250.00  | 2,862,250.00          |                              | 2,862,250.00        |
| 12/01/2047       | 1,600,000.00  | 1,261,000.00  | 2,861,000.00          |                              | 2,861,000.00        |
| 12/01/2048       | 1,845,000.00  | 1,181,000.00  | 3,026,000.00          |                              | 3,026,000.00        |
| 12/01/2049       | 1,940,000.00  | 1,088,750.00  | 3,028,750.00          |                              | 3,028,750.00        |
| 12/01/2050       | 2,210,000.00  | 991,750.00    | 3,201,750.00          |                              | 3,201,750.00        |
| 12/01/2051       | 2,320,000.00  | 881,250.00    | 3,201,250.00          |                              | 3,201,250.00        |
| 12/01/2052       | 2,620,000.00  | 765,250.00    | 3,385,250.00          |                              | 3,385,250.00        |
| 12/01/2053       | 2,750,000.00  | 634,250.00    | 3,384,250.00          |                              | 3,384,250.00        |
| 12/01/2054       | 3,085,000.00  | 496,750.00    | 3,581,750.00          |                              | 3,581,750.00        |
| 12/01/2055       | 3,240,000.00  | 342,500.00    | 3,582,500.00          |                              | 3,582,500.00        |
| 12/01/2056       | 3,610,000.00  | 180,500.00    | 3,790,500.00          |                              | 3,790,500.00        |
|                  | 35,920,000.00 | 41,318,500.00 | 77,238,500.00         | 4,490,000.00                 | 72,748,500.00       |

**SOURCES AND USES OF FUNDS**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3**  
**EAGLE COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036**  
**Pay & Cancel Refunding of (proposed) Series 2026 + New Money**  
**50.000 (target) Mills**  
**Assumes Investment Grade, 100x, 2066 Final Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date                    12/01/2036  
 Delivery Date                12/01/2036

**Sources:**

|                         |               |
|-------------------------|---------------|
| <hr/>                   |               |
| Bond Proceeds:          |               |
| Par Amount              | 54,070,000.00 |
| Other Sources of Funds: |               |
| Funds on Hand*          | 1,570,000.00  |
| Series 2028 - DSRF*     | 3,218,271.00  |
|                         | 4,788,271.00  |
|                         | 58,858,271.00 |

**Uses:**

|                            |               |
|----------------------------|---------------|
| <hr/>                      |               |
| Project Fund Deposits:     |               |
| Project Fund               | 23,827,921.00 |
| Refunding Escrow Deposits: |               |
| Cash Deposit*              | 34,560,000.00 |
| Delivery Date Expenses:    |               |
| Cost of Issuance           | 200,000.00    |
| Underwriter's Discount     | 270,350.00    |
|                            | 470,350.00    |
|                            | 58,858,271.00 |

[\*] Estimated balances (tbd)

**BOND SUMMARY STATISTICS**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3  
EAGLE COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills**

**Assumes Investment Grade, 100x, 2066 Final Maturity  
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

|                                   |                  |
|-----------------------------------|------------------|
| Dated Date                        | 12/01/2036       |
| Delivery Date                     | 12/01/2036       |
| First Coupon                      | 06/01/2037       |
| Last Maturity                     | 12/01/2066       |
|                                   |                  |
| Arbitrage Yield                   | 4.000000%        |
| True Interest Cost (TIC)          | 4.035358%        |
| Net Interest Cost (NIC)           | 4.000000%        |
| All-In TIC                        | 4.061675%        |
| Average Coupon                    | 4.000000%        |
|                                   |                  |
| Average Life (years)              | 22.072           |
| Weighted Average Maturity (years) | 22.072           |
| Duration of Issue (years)         | 14.448           |
|                                   |                  |
| Par Amount                        | 54,070,000.00    |
| Bond Proceeds                     | 54,070,000.00    |
| Total Interest                    | 47,738,200.00    |
| Net Interest                      | 48,008,550.00    |
| Bond Years from Dated Date        | 1,193,455,000.00 |
| Bond Years from Delivery Date     | 1,193,455,000.00 |
| Total Debt Service                | 101,808,200.00   |
| Maximum Annual Debt Service       | 5,023,200.00     |
| Average Annual Debt Service       | 3,393,606.67     |
|                                   |                  |
| Underwriter's Fees (per \$1000)   |                  |
| Average Takedown                  |                  |
| Other Fee                         | 5.000000         |
|                                   |                  |
| Total Underwriter's Discount      | 5.000000         |
|                                   |                  |
| Bid Price                         | 99.500000        |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2066 | 54,070,000.00 | 100.000 | 4.000%         | 22.072       | 12/27/2058            | 94,081.80         |
|                    | 54,070,000.00 |         |                | 22.072       |                       | 94,081.80         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 54,070,000.00 | 54,070,000.00 | 54,070,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -270,350.00   | -270,350.00   |                 |
| - Cost of Issuance Expense |               | -200,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 53,799,650.00 | 53,599,650.00 | 54,070,000.00   |
| Target Date                | 12/01/2036    | 12/01/2036    | 12/01/2036      |
| Yield                      | 4.035358%     | 4.061675%     | 4.000000%       |

**NET DEBT SERVICE**

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3  
EAGLE COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036  
Pay & Cancel Refunding of (proposed) Series 2026 + New Money  
50.000 (target) Mills  
Assumes Investment Grade, 100x, 2066 Final Maturity  
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

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Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2037		2,162,800.00	2,162,800.00	2,162,800.00
12/01/2038	130,000.00	2,162,800.00	2,292,800.00	2,292,800.00
12/01/2039	135,000.00	2,157,600.00	2,292,600.00	2,292,600.00
12/01/2040	270,000.00	2,152,200.00	2,422,200.00	2,422,200.00
12/01/2041	280,000.00	2,141,400.00	2,421,400.00	2,421,400.00
12/01/2042	430,000.00	2,130,200.00	2,560,200.00	2,560,200.00
12/01/2043	445,000.00	2,113,000.00	2,558,000.00	2,558,000.00
12/01/2044	610,000.00	2,095,200.00	2,705,200.00	2,705,200.00
12/01/2045	635,000.00	2,070,800.00	2,705,800.00	2,705,800.00
12/01/2046	815,000.00	2,045,400.00	2,860,400.00	2,860,400.00
12/01/2047	850,000.00	2,012,800.00	2,862,800.00	2,862,800.00
12/01/2048	1,050,000.00	1,978,800.00	3,028,800.00	3,028,800.00
12/01/2049	1,090,000.00	1,936,800.00	3,026,800.00	3,026,800.00
12/01/2050	1,310,000.00	1,893,200.00	3,203,200.00	3,203,200.00
12/01/2051	1,360,000.00	1,840,800.00	3,200,800.00	3,200,800.00
12/01/2052	1,600,000.00	1,786,400.00	3,386,400.00	3,386,400.00
12/01/2053	1,665,000.00	1,722,400.00	3,387,400.00	3,387,400.00
12/01/2054	1,925,000.00	1,655,800.00	3,580,800.00	3,580,800.00
12/01/2055	2,005,000.00	1,578,800.00	3,583,800.00	3,583,800.00
12/01/2056	2,290,000.00	1,498,600.00	3,788,600.00	3,788,600.00
12/01/2057	2,380,000.00	1,407,000.00	3,787,000.00	3,787,000.00
12/01/2058	2,695,000.00	1,311,800.00	4,006,800.00	4,006,800.00
12/01/2059	2,805,000.00	1,204,000.00	4,009,000.00	4,009,000.00
12/01/2060	3,150,000.00	1,091,800.00	4,241,800.00	4,241,800.00
12/01/2061	3,275,000.00	965,800.00	4,240,800.00	4,240,800.00
12/01/2062	3,650,000.00	834,800.00	4,484,800.00	4,484,800.00
12/01/2063	3,800,000.00	688,800.00	4,488,800.00	4,488,800.00
12/01/2064	4,210,000.00	536,800.00	4,746,800.00	4,746,800.00
12/01/2065	4,380,000.00	368,400.00	4,748,400.00	4,748,400.00
12/01/2066	4,830,000.00	193,200.00	5,023,200.00	5,023,200.00
	54,070,000.00	47,738,200.00	101,808,200.00	101,808,200.00

SUMMARY OF BONDS REFUNDED

BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
EAGLE COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 2066 Final Maturity
(SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
1/29/24: Ser 26 NRSP, 5.00%, 100x, 50.00mIs, FG+6%R+2%C BiRE:					
TERM56	12/01/2037	5.000%	440,000.00	12/01/2036	100.000
	12/01/2038	5.000%	585,000.00	12/01/2036	100.000
	12/01/2039	5.000%	615,000.00	12/01/2036	100.000
	12/01/2040	5.000%	775,000.00	12/01/2036	100.000
	12/01/2041	5.000%	815,000.00	12/01/2036	100.000
	12/01/2042	5.000%	995,000.00	12/01/2036	100.000
	12/01/2043	5.000%	1,045,000.00	12/01/2036	100.000
	12/01/2044	5.000%	1,240,000.00	12/01/2036	100.000
	12/01/2045	5.000%	1,305,000.00	12/01/2036	100.000
	12/01/2046	5.000%	1,525,000.00	12/01/2036	100.000
	12/01/2047	5.000%	1,600,000.00	12/01/2036	100.000
	12/01/2048	5.000%	1,845,000.00	12/01/2036	100.000
	12/01/2049	5.000%	1,940,000.00	12/01/2036	100.000
	12/01/2050	5.000%	2,210,000.00	12/01/2036	100.000
	12/01/2051	5.000%	2,320,000.00	12/01/2036	100.000
	12/01/2052	5.000%	2,620,000.00	12/01/2036	100.000
	12/01/2053	5.000%	2,750,000.00	12/01/2036	100.000
	12/01/2054	5.000%	3,085,000.00	12/01/2036	100.000
	12/01/2055	5.000%	3,240,000.00	12/01/2036	100.000
	12/01/2056	5.000%	3,610,000.00	12/01/2036	100.000
			34,560,000.00		

ESCROW REQUIREMENTS

**BATTLE NORTH METROPOLITAN DISTRICT Nos. 1-3
 EAGLE COUNTY, COLORADO
 GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
 Pay & Cancel Refunding of (proposed) Series 2026 + New Money
 50.000 (target) Mills
 Assumes Investment Grade, 100x, 2066 Final Maturity
 (SERVICE PLAN: Full Growth + 6.00% Residential & 2.00% Commercial Bi-Reassessment Projections)**

Dated Date 12/01/2036
 Delivery Date 12/01/2036

P&C Ref'g SER26

Period Ending	Principal Redeemed	Total
12/01/2036	34,560,000.00	34,560,000.00
	34,560,000.00	34,560,000.00

EXHIBIT D
TOWN RESOLUTION OF APPROVAL

TOWN OF MINTURN

RESOLUTION NO. __ - SERIES 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO APPROVING THE CONSOLIDATED SERVICE PLAN FOR BATTLE NORTH METROPOLITAN DISTRICT NOS. 1-4

WHEREAS, § 32-1-204.5, C.R.S., provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of such municipality; and

WHEREAS, a Consolidated Service Plan for Battle North Metropolitan District Nos. 1-4 (the “Districts”), dated April 17, 2024 (the “Service Plan”), has been submitted to the Town Council (the “Council”) of the Town of Minturn, Colorado (the “Town”) in accordance with § 32-1-204.5, C.R.S.; and

WHEREAS, the property within the boundaries of the proposed Districts is located wholly within the boundaries of the Town; and

WHEREAS, on April 17, 2024, the Town Council conducted a public hearing on the Service Plan.

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

1. The Town Council has jurisdiction to hear this matter.
2. The Service Plan contains the information required by § 32-1-202(2), C.R.S.
3. Evidence satisfactory to the Town Council of each of the following was presented, and the Town Council hereby finds that:
 - a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
 - b. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;
 - c. The proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and
 - d. The area to be included within the proposed Districts has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
4. The Service Plan for the proposed Districts is hereby approved.

RESOLVED, ADOPTED AND APPROVED THIS 17TH DAY OF APRIL, 2024 BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO.

TOWN OF MINTURN,
a home rule municipal corporation

By: _____
Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Clerk

EXHIBIT E
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this _____ day of _____, 20__, by and between the Town of Minturn, State of Colorado (the “**Town**”) and Battle North Metropolitan District No. 1, Battle North Metropolitan District No. 2, Battle North Metropolitan District No. 3, and Battle North Metropolitan District No. 4, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively, the “**Districts**”). The Town and the Districts are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Service Plan approved by the Town on _____, 20__ (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town and the Districts are authorized by Article XIV of the Colorado Constitution and Title 29, Article 1, Part 2, C.R.S., to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the “**Agreement**”); and

WHEREAS, all capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Service Plan; and

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The primary purpose of the Districts is to finance the planning, design, acquisition, construction and installation of the Public Improvements. The Districts shall be authorized to operate and maintain those Public Improvements not dedicated to the Town or other governmental entity. The Districts shall not have the authority to operate and maintain the potable water treatment plant or the surface water intake system.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town or of another governmental entity having proper jurisdiction, as applicable. The Public Improvements to be

dedicated to the Town will be subject to the applicable warranty and security requirements imposed by the Town on all construction projects. The Districts shall obtain the Town's approval of civil engineering plans for any Public Improvements being constructed by the Districts and outside of the District Boundaries, and shall obtain applicable permits for construction and installation of all such Public Improvements prior to performing such work.

3. Funding Limitation. The funding of any Public Improvements other than those related to the types of Public Improvements authorized in the Service Plan shall be deemed a material modification of the Service Plan under Section 32-1- 207(2), C.R.S.

4. Issuance of Developer Debt. Prior to the issuance of any Developer Debt, the District issuing such Developer Debt shall obtain an External Municipal Advisor Certificate certifying that the interest rate of such Developer Debt does not exceed the rate as set forth in § 32-1-1101(7), C.R.S., as may be amended from time to time.

5. Inclusion/Exclusion Limitation. No property shall be included into any District until such time as the property to be included has been subjected to an approved final plat, unless consented to by the Town given by the Town Council. Except for the property within the Inclusion Area Boundaries, no District shall include additional property within its boundaries without the prior written consent of the Town given by the Town Council.

6. Affordable Housing. The Town Code sets forth a purpose and intent to increase affordable housing choices for year-round residents and to preserve a balance between second homeowners and locals. Per the Town Code, a certain number of residential units within the Project must meet the Town's requirements for affordable housing. In order to align with the purpose and intent set forth in the Town Code relative to affordable housing, Affordable Housing Units (as defined in the Service Plan) may only be included into District No. 4, and may not be included into any of District Nos. 1 through 3.

7. Maximum Debt Authorization. The Districts, in the aggregate, shall not issue Debt in excess of Sixty-Two Million Dollars (\$62,000,000), including costs of issuance thereof, initial capitalized interest, and initial funding of any required reserve or surplus funds related to any such Debt; provided, however, any Debt that is issued (a) to pay, defease, or refund previously issued Debt, or (b) is an intergovernmental agreement(s) among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the this limit. The Districts may issue Debt on a schedule and in such year or years as the Districts determine and phased to serve development as it occurs.

8. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for and has applied for, except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without limitation.

9. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the Town to approve this Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued by a District with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

10. Eminent Domain Restriction. No District shall exercise its statutory power of eminent domain without first obtaining approval from the Town Council. This restriction on the Districts’ exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts’ sovereign powers and shall not negatively affect the Districts’ status as political subdivisions of the State as conferred by the Special District Act.

11. District Governance. Each District’s Board shall be comprised of persons who are each a qualified “eligible elector” of the District as provided in the Special District Act. It is anticipated that over time, End Users who are eligible electors will assume direct electoral control of each District’s Board as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users’ electoral control of the Board is removed or diminished.

12. Service Plan Amendment Requirement. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of a District which violate material terms the Service Plan shall be deemed to be material modifications to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financial Plan and anticipated Public Improvements presented in the Service Plan are subject to change due to market conditions at the time of debt issuance and Approved Development Plans. Any such change, within the limitations of the Service Plan, shall not constitute a material modification of the Service Plan. The addition of other types of improvements other than as described in this Service Plan and Exhibit B, shall constitute a material modification requiring approval of Town Council.

13. Dissolution. Upon an independent determination of the Town Council that the purposes for which any District was created have been accomplished, that District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required by the Special District Act and that any ownership, operations, maintenance, repair and replacement obligations for District owned and/or operated Public Improvements have been conveyed to another public entity. Debts issued by the Districts shall not be construed or imposed as debt for which the Town is liable.

14. Disclosure to Purchasers. The Districts shall provide annual notice to all eligible electors of the Districts in accordance with Section 32-1-809, C.R.S., as amended. In addition, each of the Districts shall record a District public disclosure document and a map of the then-current legal boundaries of the District with the Clerk and Recorder of Eagle County, in accordance with Section 32-1-104.8, C.R.S., as amended.

15. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Battle North Metropolitan District Nos. 1-3
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attn: Trisha K. Harris, Esq.
Phone: 303-858-1800
Fax: 303-858-1801
E-mail: tharris@wbapc.com

To the Town: Town of Minturn
301 Boulder Steet #309
Minturn, CO 81645
Attn: Town Manager
Phone: 970827-5645

E-mail: manager@minturn.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

16. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The Town shall have the right to seek specific performance to enforce the provisions of the Service Plan and this Intergovernmental Agreement. The parties also agree that this Agreement may be enforced pursuant Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

17. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto.

19. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Eagle County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the substantially prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

20. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as Parties.

21. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

22. Assignability. Neither the Town nor any of the Districts shall assign their rights or delegate their duties hereunder without the prior written consent of the other Parties.

23. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

BATTLE NORTH METROPOLITAN DISTRICT
NO. 1

By: _____
President

Attest:

By: _____
Secretary

BATTLE NORTH METROPOLITAN DISTRICT
NO. 2

By: _____
President

Attest:

By: _____
Secretary

BATTLE NORTH METROPOLITAN DISTRICT
NO. 3

By: _____
President

Attest:

By: _____
Secretary

BATTLE NORTH METROPOLITAN DISTRICT
NO. 4

By: _____
President

Attest:

By: _____
Secretary

TOWN OF MINTURN

By: _____
Mayor

Attest:

By: _____
Town Clerk

Jester Gibson & Moore, LLP

MEMORANDUM

To: Town Council
 From: Jester Gibson & Moore, LLP
 Robert R. Marsh, Esq.
 Date: April 9, 2024
 Re: Ordinance Amending the Nuisance Code re: Wildlife

Section 7-2-10 of the Town code defines the term “nuisance.” Other provisions of the code enable to Town to, among other things, require property owners to abate or remove circumstances that constitute or have been declared nuisances.

An amendment to Section 7-2-10 of the Town code is proposed to include within the definition of a “nuisance” any act, condition or use of property that creates a hazard to the safety of wildlife, including but not limited to circumstances that cause a demonstrable risk of wildlife injury or fatality. Other minor amendments are included to conform the existing definition to nuisance law generally. The proposed amendments clarify and strengthen the Town’s ability to require removal or abatement of hazardous conditions to protect the health, safety, and general welfare of its residents and visitors and eliminate demonstrable risks of wildlife injuries or fatalities. Consistent amendments to the Town’s fencing regulations are simultaneously proposed under separate cover.

Over the years there have been various injuries to and/or fatalities of wildlife within the Town caused by fences. These events in proximity to the Town’s residents and visitors create a variety of risks, including but not limited to attracting predators, foul or offensive odors, growth or propagation of disease-carrying insects, and psychological or emotional trauma from witnessing dead or dying animals. Various areas within the Town are also frequented by wildlife and/or constitute their accustomed fawning/calving grounds.

The amendments clarify that portions of the code other than Chapter 7, Article 2 can identify nuisances subject to abatement under Chapter 7, and that any condition declared a nuisance by a state agency may also be considered a nuisance by the Town. The words “welfare” and “morals” are also added to the definition to conform the regulation to nuisance law generally and strengthen the Town’s ability to protect the wellbeing of its residents and visitors.

The remaining changes are to make clear that conditions that are hazardous to wildlife also present identifiable risks to the human residents and visitors to the Town and, therefore, those wildlife hazards are also nuisances. The amendments are consistent with the positions of Colorado Parks and Wildlife regarding areas frequented by wildlife or constituting their accustomed fawning/calving grounds.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 06 – SERIES 2024**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTER 7, ARTICLE 2 OF
THE MINTURN MUNICIPAL CODE TO PROHIBIT
NUISANCES WHICH HARM WILDLIFE.**

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, Chapter 7 of the Town’s Municipal Code governs the administration and abatement of nuisances generally; and

WHEREAS, the Town has seen an increase in nuisances that harm or kill wildlife; and

WHEREAS, wildlife injuries and fatalities present a variety of risks to the health, safety and welfare of the Town’s visitors and residents; and

WHEREAS, Minturn Municipal Code Sec. 7-2-10 defines nuisance in part as any substance, act occupation, condition, or use of property that substantially annoys, injures, or damages the comfort, health, repose or safety of the public; and

WHEREAS, Colorado Parks and Wildlife recommends fencing that allows wildlife to jump over or crawl under the fence without risk of injury and that provides wildlife access to important habitats and travel corridors, like their accustomed fawning/calving ground; and

WHEREAS, Colorado Parks and Wildlife discourages fencing that includes spikes or other sharpened points which could injure or impale wildlife; and

WHEREAS, Minturn Municipal Code Sec. 10-8-280 makes it unlawful for any person to construct or maintain any fence, cellar, or window guard containing barbs, barbed wire, sharpened nails, or any other pointed or sharpened thing or metallic substance; and

WHEREAS, the Minturn Town Council finds and believes that it is necessary and proper to amend the Minturn Municipal Code to prohibit nuisances against the public and wildlife and that the following amendments to the Minturn Municipal Code are necessary for the preservation of the health, safety, and welfare of the public.

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. Section 7-2-10 of the Minturn Municipal Code is hereby amended as set forth below, with new text double underlined and deleted text in ~~striketrough~~. The Town’s codifier is authorized to renumber and format the code in conformance with these amendments.

ARTICLE 2 – Administration and Abatement of Nuisances

...

Sec. 7-2-10. - Definitions.

...

Nuisance means any substance, act, occupation, condition or use of property declared a nuisance by the Town’s Municipal Code this Article, declared a nuisance by the State, or any agency thereof, or by any court of competent jurisdiction or agency thereof, known as a nuisance at common law, or of such nature and duration as to:

- a. Substantially annoy, injure or damage the comfort, health, welfare, morals, repose or safety of the public or wildlife;
- b. In any way render the public or wildlife insecure in life or in the use of property;~~or~~
- c. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway or other public way;~~or~~
- d. Create a hazard to health or safety of the public or wildlife, including but not limited to a demonstrable risk of injury to or fatalities of wildlife.

SECTION 3. The amendment of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provisions of the Municipal Code as it existed prior to the effective date of these amendments.

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 17TH DAY OF APRIL 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 1ST DAY OF MAY 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 1ST DAY OF MAY 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Jester Gibson & Moore, LLP

MEMORANDUM

To: Town Council
From: Jester Gibson & Moore, LLP
Robert R. Marsh, Esq.
Date: April 9, 2024
Re: An Ordinance Amending the Fence Code

Section 10-8-280 of the Town code, entitled “Barbed wire fences prohibited,” makes it unlawful to construct or maintain within the Town barbed wire and certain other types of fences. The ordinance is not clear, however, regarding whether the term “maintain” as used in that section refers to repairs of a fence (i.e., physical repairs or alterations of an existing fence) or allowing an otherwise unlawful fence to remain in place.

An amendment to section 10-8-280 is proposed to clarify that: (1) all of the types of fencing prohibited by the section, not just barbed wire, are unlawful within the Town; (2) allowing an unlawful fence to remain in place is a violation of the code without regard to whether the owner actually constructs or physically maintains the fence; and (3) fencing creating a demonstrable risk to the health or safety of the public, or of wildlife injuries or fatalities, are nuisances subject to prosecution and abatement under Chapter 7, Article 2 of the code.

Over the years there have been various injuries to and/or fatalities of wildlife within the Town caused by fences. These events in proximity to the Town’s residents and visitors create a variety of risks, including but not limited to attracting predators, foul or offensive odors, growth or propagation of disease-carrying insects, and psychological or emotional trauma from witnessing dead or dying animals. Various areas within the Town are also frequented by wildlife and/or constitute their accustomed fawning/calving grounds.

The proposed amendments do not expand the kinds of hazardous fences prohibited within the Town, but clarify and strengthen the Town’s ability to require removal or abatement of hazardous fencing to protect the health, safety, and general welfare of its residents and eliminate demonstrable risks of wildlife injuries or fatalities.

The proposed amendments require the risks that render a fence a nuisance to be “demonstrable.” Therefore, abatement or removal of a hazardous fence would require some actual evidence of a risk, as opposed to a purely hypothetical concern. What form that evidence would take would depend upon the specific circumstances at issue in each enforcement action. Its necessity, however, will prevent undue burden on property owners from enforcement actions without such “demonstrable” basis, while enabling the Town to effectively require abatement of hazardous circumstances creating identifiable risks to wildlife and/or the Town’s residents or visitors. Consistent amendments to the code’s definition of the term “nuisance” are simultaneously proposed and presented under separate cover.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 07 – SERIES 2024**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTER 10, ARTICLE 8 OF
THE MINTURN MUNICIPAL CODE TO REVISE THE
SECTION PROHIBITING CERTAIN FENCING IN THE
TOWN.**

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, Chapter 10, Article 8 of the Minturn Municipal Code governs the prohibition of dangerous fencing, among other things; and

WHEREAS, Colorado Parks and Wildlife recommends fencing that allows wildlife to jump over or crawl under the fence without risk of injury and that provides wildlife access to important habitats and travel corridors, like their accustomed fawning/calving ground; and

WHEREAS, Colorado Parks and Wildlife discourages fencing that includes spikes or other sharpened points which could injure or impale wildlife;

WHEREAS, the Town has experienced wildlife deaths caused by sharpened materials affixed to the top of fencing; and

WHEREAS, wildlife injuries and fatalities present a variety of risks to the health, safety and welfare of the Town’s visitors and residents; and

WHEREAS, Minturn Municipal Code Sec. 10-8-280 makes it unlawful for any person to construct or maintain any fence, cellar, or window guard containing barbs, barbed wire, sharpened nails, or any other pointed or sharpened thing or metallic substance; and

WHEREAS, the Minturn Town Council finds and believes that it is necessary and proper to amend the Minturn Municipal Code to clarify the extent of Minturn Municipal Code Sec. 10-8-280 and that the following amendments to the Minturn Municipal Code are necessary for the preservation of the health, safety, and welfare of the public.

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. Section 10-8-280 of the Minturn Municipal Code is hereby amended as set forth below, with new text double underlined and deleted text in ~~striketrough~~. The Town’s codifier is authorized to renumber and format the code in conformance with these amendments.

ARTICLE 8 – Public Peace, Order and Safety

...

Sec. 10-8-280. – Hazardous Fencing and Improvements.

The construction or maintenance of fencing or other improvements to property that create a demonstrable risk of injury to or fatalities of wildlife and/or a hazard to health or safety of the public are hereby declared to be nuisances. It shall be unlawful for any person to construct or maintain within the Town, or to allow to remain on property within the Town, any fence, cellar, or window guard containing barbs, barbed wire, sharpened nails or any other pointed or sharpened thing or metallic substance.

SECTION 3. The amendment of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provisions of the Municipal Code as it existed prior to the effective date of these amendments.

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 17TH DAY OF APRIL 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 1ST DAY OF MAY 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 1ST DAY OF MAY 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

Jester Gibson & Moore, LLP

MEMORANDUM

To: Town Council

From: Jester Gibson & Moore, LLP
Robert R. Marsh, Esq.

Date: April 9, 2024

Re: An Ordinance Amending the Minturn Municipal Code re: Civil Infractions

Amendments of Minturn Municipal Code sections 1-2-10 (concerning the definition of “misdemeanor”), 2-5-20 (concerning municipal court procedures), and 8-1-50 (concerning interpretation of the traffic code) are proposed to clarify that, notwithstanding any other provisions of the code, the Model Traffic Code, or the Municipal Court Rules to the contrary, violations of the Town code constitute civil matters and are not criminal offenses.

Section 1-4-20 of the code provides that violations of its terms constitute “misdemeanors.” Code section 1-2-10 defines the term “misdemeanor” as a “violation” and specifies that it is “not intended to mean crime or criminal conduct.” Other sections of the code, the Model Traffic Code as adopted by the Town, and the Colorado Municipal Court Rules applied in Minturn’s court, however, include language commonly associated with criminal offenses and criminal procedures. Related questions have arisen that resulted in unnecessary delay, expense and inconvenience for the Town and individuals involved in municipal court proceedings. Such unresolved questions may also have been used by defendants in municipal court matters to attempt to gain advantage by increasing the burden and expense to the Town of resolving their cases.

To avoid continuing issues, Section 2 of the proposed ordinance amends section 1-2-10 of the code, which defines the term “misdemeanor.” The existing definition is deleted entirely and replaced with a new definition clarifying that, despite any terms of the code to the contrary, misdemeanor violations of the Town code are civil infractions. The new definition is consistent with the intent expressed in the existing language, but clarifies and strengthens the definition.

Section 3 of the proposed ordinance amends section 2-5-20 of the code, which requires that procedures in Minturn’s municipal court will be in accordance with the Municipal Court Rules of Procedure. Those rules provide that trial shall be to the court unless a defendant is entitled to jury trial by the Constitution of the State of Colorado, an ordinance or charter of a municipality, or by Colorado state law generally.

The proposed amendments to section 2-5-20 clarify that, despite any provisions of the Town Charter, the code, or the Municipal Court Rules to the contrary, trials in the Minturn municipal court will be to the court, and there shall be no jury trial unless required by the state Constitution or applicable state law, and a defendant timely demands a jury trial in accordance with that law. The amendments should eliminate questions concerning whether the Town Charter or any provision of the Town code requires or enables jury trials in the municipal court.

Demands for jury trials are rare in Minturn's courts. When a jury trial has been necessary, however, it has been burdensome and sometimes practically impossible for the municipal court to efficiently and effectively summon a group of Town residents for jury service, and to administer a jury trial.

In addition, the majority of matters in Minturn's municipal court are traffic infractions. Colorado law indicates that jury trials are not required for non-criminal violations of municipal traffic codes. The proposed amendments clarifying the civil nature of code violations and limited availability of jury trial are consistent with state law. They are also expected to reduce the number of jury demands received in the municipal court, with corresponding benefits to the efficiency of the court in resolving matters presented to it.

Without regard to the proposed amendments, jury trial will remain available to defendants in the municipal court in some circumstances. Where the conduct at issue is also unlawful under a state statute, and a conviction could be punishable by imprisonment under state law, jury trial will remain available as a matter of controlling state statute. There may also be extreme circumstances where conduct in violation of the Town code would be considered criminal despite the terms of the code to the contrary. Although those circumstances are expected to be extremely rare if encountered at all, the state Constitution includes a right to jury trial in all criminal matters.

Consistent with the above, Section 4 of the proposed ordinance adds language to section 8-1-50 of the Town's traffic code specifying that violations of the traffic code are civil matters and not crimes or criminal offenses.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 08 – SERIES 2024**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO CLARIFYING THAT VIOLATIONS OF ITS
MUNICIPAL CODE ARE CIVIL INFRACTIONS.**

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, Minturn Municipal Code Sec. 1-4-20 provides that violations of the Town Code constitute “misdemeanors;” and

WHEREAS, Minturn Municipal Code Sec. 1-2-10 defines the term “misdemeanor” as only a “violation” and not a crime or criminal misconduct; and

WHEREAS, the Minturn Town Council finds and believes that it is necessary and proper to amend the Minturn Municipal Code to clarify that violations of the Code are civil matters and not criminal in nature.

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. Section 1-2-10 of the Minturn Municipal Code is hereby amended to delete entirely the existing definition of the term “misdemeanor” and replace it with the following: “*Misdemeanor* means a civil violation of the Code and, notwithstanding any provision of the Town Charter or the Code to the contrary, does not constitute a crime, criminal offense, or criminal misconduct.”

SECTION 3. Section 2-5-20, paragraph (a), of the Minturn Municipal Code is hereby amended as set forth below, with new text double underlined and deleted text in ~~striketrough~~.

ARTICLE 5 – Municipal Court

...

Sec. 2-5-20. - Jurisdiction; powers; procedures.

(a) Jurisdiction of Municipal Court. The Municipal Court shall have original jurisdiction of all cases arising under this Code and other ordinances of the Town, with the authority to punish violators thereof by the imposition of fines and penalties in accordance with Section 1-4-20 of this Code. The Municipal Court shall enjoy all necessary powers available at law and equity, including but not

limited to injunction, mandamus, abatement or any other appropriate action or proceedings to prevent, enjoin, abate or remove violations under this Code. The procedures of the Municipal Court shall be in accordance with the Municipal Court Rules of Procedure as promulgated by the Colorado Supreme Court, provided however that, notwithstanding any terms of the Municipal Court Rules of Procedure, the Town Charter, or the Code to the contrary, all violations of any provision of the Town Charter or Code constitute civil matters and, except as expressly provided below, shall be tried to the municipal judge. There shall be no right to trial by jury unless jury trial is required by the Constitution of the State of Colorado or other applicable Colorado law, and a defendant submits a timely demand for jury trial in accordance with state law and the Municipal Court Rules of Procedure.

SECTION 4. Section 8-1-50 of the Minturn Municipal Code is hereby is hereby amended as set forth below, with new text double underlined and deleted text in ~~strikethrough~~.

CHAPTER 8 – Vehicles and Traffic

...

Sec. 8-1-50. - Interpretation.

This Article shall be so interpreted and construed as to effectuate its general purpose to conform with the State’s uniform system for the regulation of vehicles and traffic. Article and section headings of this Article and the adopted code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any article or section thereof. Notwithstanding any terms of the Town Charter or the Code to the contrary, any violation of the Town’s traffic ordinances shall be a civil matter and not constitute a crime or criminal offense.

SECTION 5. The Town’s codifier is authorized format the code in conformance with these amendments. The amendment of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceedings as commenced under or by virtue of the provisions of the Municipal Code as it existed prior to the effective date of these amendments.

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 17TH DAY OF APRIL 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 1ST DAY OF MAY 2024 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 1ST DAY OF MAY 2024.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



FUTURE MEETING AGENDA ITEMS

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

May 1, 2024

- Ord 06 - Series 2024 (Second Reading) An Ordinance Amending the Nuisance Code Relating to Wildlife
- Ordinance 07 - Series 2024 (Second Reading) An Ordinance Amending the Fence Code
- Ordinance 08 - Series 2024 (Second Reading) An Ordinance Amending Chapter 8 of the Minturn Municipal Code for Civil Infractions
- Resolution ___ - Series 2024 A Resolution Approving the Battle North Service Plan
- Business Item – Ord ___ (Second Reading) An Ordinance Approving the Battle North Development Agreement
- Ordinance ___ - Series 2024 (First Reading) An Ordinance Amending Chapter 16, Article 11 creating zoning for the new Cemetery Zone District and amending the Lionshead Char. Area Zone Map
- 161 Main Street – Request exemption from Sec. 16-17-110. – Underground utilities
- Ordinance ___ - Series 2024 (First Reading) An Ordinance Amending the Town’s Historic Register to Add 151 Main Street
- Ordinance ___ - Series 2024 (First Reading) An Ordinance Amending the Town’s Historic Register to Add 155 Main Street
- Resolution ___ - Series 2024 Appointing Planning Commission Member
- Discussion/Direction – Tiered Residential Water Rates
- Executive Session – Minturn SFE Definition / 3030 Water Court Case

May 15, 2024

- Business Item – Ord ___ (Second Reading) An Ordinance Approving the Battle North Development Agreement
- Resolution ___ - Series 2024 A Resolution Approving the Battle North Service Plan
- Resolution ___ - Series 2024 A Resolution Approving a Subdivision Improvement Agreement for Belden Place
- Ordinance ___ - Series 2024 (Second Reading) An Ordinance Amending Chapter 16, Article 11 creating zoning for the new Cemetery Zone District and amending the Lionshead Char. Area Zone Map
- Ordinance ___ - Series 2024 (Second Reading) An Ordinance Amending the Town’s Historic Register to Add 151 Main Street
- Ordinance ___ - Series 2024 (Second Reading) An Ordinance Amending the Town’s Historic Register to Add 155 Main Street

- Discussion/Direction (tentative) – Tiered Sprinkler and Irrigation Water Rates

June 5, 2024

- Ordinance __ - Series 2024 (First Reading) An Ordinance Amending the Belden Place PUD Final Plat
- Ordinance __ - Series 2024 (First Reading) An Ordinance Amending the Belden Place PUD Final Plan
- Resolution __ - Series 2024 A Resolution Amending the Tiered Sprinkler and Irrigation account water rates
- Resolution __ - Series 2024 A Resolution Amending the Battle North Settlement Agreement (Trestle Parcel Correction)
- Discussion/Direction – Downtown Development Authority

Dates to be Determined:

- Reassessment of the Minturn Single Family Equivalent (SFE) Definition (executive session May 1)
- Irrigation Tiered water rate structure (pending May 15)
- Single Family Tiered Water Rate Structure – work has started on this item and we will be bringing this to Council in the coming meetings. (pending May1)