



## AGENDA

### Town Council Regular Meeting (5:30PM)

Wednesday, November 15, 2023

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

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

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

#### MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/87275415993>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 872 7541 5993

**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.** [11-01-2023 Minutes](#)

**B.** Liquor License - Hotel and Restaurant License annual renewal application: Pizza Pub LLC, dba Magustos Pizza & Burger Pub, Eric Cregon, Owner/Manager 101 Main Street

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

B. November 2023 Election Review

**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. Colorado Gives Day Proclamation

**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 15 - Series 2023 (Second Reading) An Ordinance Approving the Minturn North Final Plan for PUD

B. Ordinance 16 - Series 2023 (Second Reading) An Ordinance Approving the Final Plat for UPRR Subdivision (see Ord 15 - 2023 agenda item for supporting documents)

C. Ordinance 17 - Series 2023 (Second Reading) An Ordinance Approving the Final Plat for the Minturn North PUD (see Ord 15 - 2023 agenda item for supporting documents)

D. Resolution 31 - Series 2023 A Resolution Approving the Minturn North Development Agreement

E. Ordinance 18 - Series 2023 (Second Reading) An Ordinance Approving the Dissolution of the Town of Minturn General Improvement District

F. Ordinance 19 - Series 2023 (Second Reading) An Ordinance Amending the Minturn Municipal Code to allow for Hand Shoveling of Snow from the sidewalk to a Town-Owned Street between the Hours of 4:00AM and 7:00AM.

G. Resolution 32 - Series 2023 A Resolution Approving the Belden Place Settlement Agreement

H. Ordinance 20 – Series 2023 (First Reading) An Ordinance Creating a Supplemental Appropriation to the 2023 Town of Minturn Budget – Brunvand

I. Ordinance 21 – Series 2023 (First Reading) An Ordinance Setting the 2024 General Property Tax Mill Levy for the Town of Minturn – Brunvand



- [J.](#) Ordinance 22 – Series 2023 (First Reading) An Ordinance Adopting the Fee Schedules for Fiscal Year 2024 for the Town of Minturn – Brunvand
- [K.](#) Ordinance 23 – Series 2023 (First Reading) An Ordinance Adopting the FY2024 Annual Budget and Recognizing the Town of Minturn’s 2024 Revenues and Expenses by Fund – Brunvand

**11. DISCUSSION / DIRECTION ITEMS**

**12. FUTURE AGENDA ITEMS**

- [A.](#) Future Meeting Topics

**13. ADJOURN**

**INFORMATIONAL ONLY ITEMS**

Upcoming Council Meetings:

--December 6, 2023

--December 20, 2023

--January 3, 2023



**OFFICIAL MINUTES**

**Executive Session (4:30PM) / Town Council Meeting (5:30PM)**

**Wednesday, November 01, 2023**

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

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**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/83380066688>

**Zoom Call-In Information:** 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 833 8006 6688

**Please note:** All virtual participants are muted. To be called upon and 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**

*The Minturn Town Council will open the Regular Meeting at 4:30pm for the purpose of convening into Executive Session. At (approximately) 5:30pm the Council will convene into Regular Session.*

Mayor Earle B. called the meeting to order at 4:30pm.

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

Those present included: Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, Town Council members, Gusty Kanakis, Brian Rodine, Kate Schifani, and Tom Sullivan. Note: Lynn Feiger was excused absent.

Staff present: Attorneys Michael Sawyer, Justin Poppe, and Town Manager Michelle Metteer.

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

- A. An Executive Session for the purposes of receiving legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. 24-6-402(4)(e) Belden Place - Sawyer/Poppe

Motion by Tom S., second by Gusty K., to convene in Executive Session for the purpose of receiving legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. 24-6-402(4)(e) Belden Place. Motion passed 6-0. Note: Lynn Feiger was excused absent.

The meeting convened in Regular Session at 5:30pm.

**4. APPROVAL OF CONSENT AGENDA**

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

- A. 10/18/2023 Town Council Minutes
- ~~B. Liquor License - Hotel and Restaurant License annual renewal application: Pizza Pub LLC, dba Magustos Pizza & Burger Pub, Erie Cregon, Owner/Manager 101 Main Street~~

Michelle M. requested approval of the Magustos Liquor License be removed and placed on the 11/15/23 agenda.

Motion by Kate S., second by Terry A., to approve the Consent Agenda of November 1, 2023 as amended. Motion passed 6-0. Note: Lynn Feiger was excused absent.

**5. APPROVAL OF REGULAR AGENDA**

Opportunity for amendment or deletions to the agenda.

Motion by Gusty K., second by Tom S., to approve the Agenda of November 1, 2023 as presented. Motion passed 6-0. Note: Lynn Feiger was excused absent.

**6. DECLARATION OF CONFLICTS OF INTEREST**

**7. PUBLIC COMMENT**

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

person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.

Michelle M. noted an email received by Mr. Frank Lorenti, 1081 Main St. Michelle M. read the comment into the record. Note: this emailed comment was included in the 10/18/23 Minutes.

**8. COUNCIL COMMENTS & COMMITTEE REPORTS**

**9. STAFF REPORTS**

**A. Manager's Report**

**Safe Streets for All (SS4A) Grant Award**

The town of Minturn has been awarded a SS4A grant in the amount of \$80,000 for the creation of a Safety Action Plan (Plan). This Plan will identify the primary areas of risk to pedestrians, vehicles, and multimodal forms of transportation. The town will look to utilize this Plan toward supporting larger grant applications to address transportation safety within town.

**Colorado Association of Ski Towns (CAST) Update**

On Friday, October 20<sup>th</sup> I attended the CAST meeting hosted in Vail. A variety of topics were covered including sustainable tourism, a producer-recycling program being implemented by the State, housing and more. Of note was an update that included the potential for legislation to come through at the upcoming legislative session that would propose the taxing of short-term rental properties as commercial.

**WaterWise Water Conservation Symposium**

I attended the WaterWise Conservation Symposium at Metro State University in Denver on October 24<sup>th</sup>. This symposium brought together a wide range of water users and suppliers to discuss opportunities for water conservation. Much of the discussion surrounded non-functional turf and programs for eliminating the ability to implement non-functional turf moving forward. Of particular interest was the opposition to artificial turf as a replacement option. Minturn has minimal town-owned non-functional turf, but through the revision of the code and the definition of an SFE the town can see greater water savings in the future.

**Downtown Development Authority Financial Analysis Review**

Minturn general counsel Mike Sawyer and I participated on a call with Cemetery representatives Kendra Carberry, attorney and Sidney Harrington, administrator in hopes of finding common ground pertaining to the multiple wildlife impalements on the Cemetery fence. The disagreements were wide ranging and extensive. The conversation did not find opportunities to move forward collaboratively in removing the spears on the top of the fence posts. However, the Cemetery representatives offered the Council the opportunity to pay for the remainder of the fence remediation. The Cemetery representatives said if this opportunity is of interest to the Council, they will take the option back to their board for consideration.

**Eagle County Housing Action Plan**

Avon, Vail, Eagle County, Eagle, and Minturn all participated in the Eagle County Housing Action Plan kick-off meeting on Friday, October 20<sup>th</sup>. The towns of Avon, Vail and Eagle County are

paying for the match to the grant award for creating the plan. We are currently reviewing the RFP and hope to go through the process of selecting a firm to facilitate the creation of the plan by the end of the year.

**Main Street/HWY 24 Speed Limits**

Council member Brian Rodine brought to my attention the adjustments CDOT is making in how the department determines speed limits on State Highways. See article: <https://www.cpr.org/2023/09/15/cdot-lower-speed-limit-change-colorado/>. I was unsuccessful with reaching out to Crystal Armendariz, Minturn’s CDOT Government Liaison, so I reached out to John Kronholm, CDOT’s Region 3 Resident Engineer in requesting the consideration of reducing speeds along HWY 24. More to come. John forwarded me the included brochure and has asked that Minturn wait until the new process is in place.

**10. SPECIAL PRESENTATIONS**

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

**11. BUSINESS ITEMS**

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

- A. Ordinance 14 - Series 2023 (Second Reading) An Ordinance amending the Minturn Municipal Code to exempt Fire Sprinkler Systems for Single Family structures under 6000sf from the Residential Building Code

Michelle M. reported that Minturn adopted the 2021 Building Codes via Ordinance 5 - Series 2023 earlier this year, however requirements for the sprinkling of all residential structures were not eliminated from the code during this process. Staff is bringing forward an ordinance to correct this oversight and limit the sprinkling of one and two-family dwellings to those whose total aggregate fire area exceeds 6,000 square feet. No changes have been made from First Reading.

Public Hearing Opened.  
No Public Comment.  
Public Hearing Closed.

Motion by Tom S., second by Kate S., to approve Ordinance 14 – Series 2023, Second Reading, an Ordinance Amending the 2021 International building code to exempt sprinkler systems from single family residential units less than 6000sf as presented. Motion passed 6-0. Note: Lynn Feiger was excused absent.

- B. Ordinance 15 - Series 2023 (First Reading) An Ordinance Approving the Minturn North Final Plan for PUD

Scot H. introduced Rick Hermes, Applicant. Scot H. outlined the property and location. He noted this is 100% residential, 39 lots/units, and open space then outlined the process for tonight. Scot H. noted the Planning Commission has reviewed the final plat, they had no comments and

recommended approval. He noted everything that was reviewed by staff, engineers, and outside entities to date to include EWRSD, CDOT, Eco Trail, Eagle County and the Final Plan meets the standards of the town. Scot H. outlined several outstanding items needing to be addressed either prior to second reading of Ordinance Nos. 15, 16, and 17; or which would become conditions of approval to address after final approvals and before start of construction of certain improvements.

Scot H. recommended the following conditions:

- 1) The Applicant shall provide, and the Town of Minturn shall review and approve additional flood, mudflow, and/or debris flow hazards evaluation(s), report(s) and/or studies prepared by a professional geotechnical engineer licensed in the State of Colorado and specifically related to the Game Creek Drainage and associated alluvial fan areas occurring within the Minturn North PUD boundaries. Such evaluation(s), report(s) and/or studies shall specifically evaluate and assess the risk of potential flood, mudflow, and/or debris flow events, as well as the efficacy of proposed mitigation design and construction. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer; and any revisions to proposed mitigations shall be designed and submitted for review and approval by the Town and/or its consultants prior to the recording of the UPRR Subdivision Final Plat and/or the Minturn North PUD Subdivision Final Plat.

Scot H. noted the applicant has several concerns with recommended condition #1 and has proposed an alternative condition which was read.

- 2) The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations.
- 3) The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval.
- 4) The Applicant shall provide CDOT Notice to Proceed and complete construction offsite improvements within 3 years of final plat approval.
- 5) Provide final designs and cost estimates for the Eco Trails Game Creek bridge within one year and constructed within three years of final plat approval.
- 6) Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the Eco Trail Game Creek Bridge.
- 7) The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat.

Applicant Comments:

Mr. Rick Hermes, Applicant, spoke to the height of the proposed berm and spoke that it is sufficient to handle any issues on the site. A larger event that might affect the entire hill side would also

affect all homes on Taylor St, would not be accounted for due to the size and scope of such an event and that it would start and end off his property with town-wide affects. He stated in response to a question they are willing to commit to not building lots 1-4 until the berm is completed.

Council Comments:

Gusty K. asked about the paving of Minturn Road/County Rd 14 on when it would be paved, it will all be engineered but completion would be done as such to not damage the road during the construction process.

Brian R. asked about the planned ownership and if owners would be primary residents. Mr. Hermes stated they have 10 presold and 1 is not primary residence. Noted the creation of the Design Review Board has been dropped as part of the HOA and it was felt that was a positive step. Mr. Hermes noted of the ten homes currently under contract all are custom built and will reflect town values within the custom features. In response to questions, parking was discussed, Minturn Road will not have parking, Taylor will.

Terry A. asked about the financing. Mr. Hermes stated things are changing with the increased interest rates. She discussed the PUD process between preliminary and final. Mike S. noted we try to have as few conditions as possible and felt many of the conditions recommended do not change the vision of the PUD and what is proposed to be approved would not materially affect the finished product. For example, there could be some design changes from ERWSD but those would be underground and not affect what is being approved. Discussion clarified the transfer tax vs the transfer covenant that is being proposed on the property. It was discussed how this additional fee would increase the cost of a home purchase. Terry A. asked about the vested rights for a period of 10yrs, this was clarified that it is 10yrs, NOT 20yrs. She asked when the 10yr clock begins? At final plat approval. Terry A. asked about the drainage report and how the existing and proposed drainage will work together. This was discussed and noted the water flows west to Minturn Rd and the railroad property and into culverts. It was discussed that to negatively affect the drainage of the property it would take a 100yr event off-site on the hillside east of Taylor and the existing houses. Terry A. asked about the phasing of the project and was concerned if the project does not build out in a timely manner, they would be holding water that could otherwise be used. Mike S. noted that the project will be one phase, but some aspects will be completed later than others. Those items that are completed later will be secured by insurance to ensure either the applicant completes or the town has their funds to complete their project. Terry A. asked about not requiring fencing during construction, this was discussed that each building envelop will have fencing but not the entire project. Deed restrictions proposed were discussed and how those would work. She discussed the public comment letter from Mr. Hoblitzell, this letter has been added to the end of these minutes as an exhibit. It was noted the trail is proposed to form a uniform connection rather than an intermodal system.

Mike S. stated that for final approval the Council will have all final documents. Discussion ensued as to how the intent was to have a nice development but still allow for custom individuality.

Scot H. reviewed what items would be accomplished and in what order. He noted that other than condition #2 all others will be 1-3yrs out.

Public Hearing Opened:

Rob Gosiewski, 560 Taylor, felt this was putting a demand on loans which would favor the big money buyers. He asked the council to hold steady on the fees. He was concerned that they needed a drainage pond to protect the river. He didn't feel the trails were wide enough at 4ft.

Scot H. read into the record Bill Hoblitzell public comment. Again, this is included as an exhibit attached at the end of these minutes.

Public Hearing Closed

Earle B. noted this presentation would cover all three ordinances being considered.

Mike S. asked the Council to include the 1-4 to be built upon completion of the berm. He noted the alternative Applicant condition should include potential outside agencies that may need to be contracted for expertise. Discussion ensued as to how the water taps would be allocated and when they would be paid. It was confirmed the CIL will be paid upfront, the tap and SIF fees will be paid at building permit.

Discussion ensued as to what the effect of continuing rather than approving on first reading. Mike S. noted what currently exists in final form, will be updated, and that continuance would require a special meeting between the first reading on Nov 15 and the end of November. He noted the documents that will be updated are not what is being considered tonight but will be part of the additional Resolution at the next meeting.

Motion by Terry A., second by \_\_\_, to continue Ordinance 15 – Series 2023 (First Reading) an Ordinance Approving the Minturn North Final Plan for PUD as presented with the recommended conditions. Motion failed for lack of a second.

Discussion continued. After a brief recess, Mike S. stated a changed condition #1 had been written which was supported by both staff and applicant and reviewed the edits. These changes are approved by the applicant.

Motion by Brian R., second by Tom S., to continue Ordinance 15 – Series 2023 (First Reading) an Ordinance Approving the Minturn North Final Plan for PUD as presented with the recommended conditions. Motion passed 5-1. (Terry A. – Nay). Note: Lynn F. was excused absent.

Conditions included in the motion:

- 1) Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient



to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.

- 2) The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations.
- 3) The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval.
- 4) The Applicant shall provide CDOT Notice to Proceed and complete construction offsite improvements within 3 years of final plat approval.
- 5) Provide final designs and cost estimates for the Eco Trails Game Creek bridge within one year and constructed within three years of final plat approval.
- 6) Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the Eco Trail Game Creek Bridge.
- 7) The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat.
- 8) The Applicant shall work with the Town Attorney to update and revise the Declaration of Covenants, Conditions, Restrictions and Easements for Minturn North (CC&Rs) to ensure proper limitations on the scope and powers of any Home Owner's Association (HOA) created as part of the PUD. Specific focus on revisions to the CC&Rs should be aimed at reducing controls on design review and/or architectural control by the HOA Executive Board; use of individual properties for the keeping and storage of recreational equipment, recreational vehicles (RV's, trailers, vehicles), and personal items in keeping with the rest of the Town. Specific sections of the CC&Rs to be addressed and revised include Section 15 – Use Restrictions, and Section 16 – Miscellaneous Matters and Owner Acknowledgements.

C. Ordinance 16 - Series 2023 (First Reading) An Ordinance Approving the Final Plat for UPRR Subdivision (see Ord 15 - 2023 agenda item for supporting documents)

Scot H. recommended the following conditions of which condition #1 was changed per the above discussion:

- 1) Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such

evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.

- 2) The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16 and 17 - Series 2023.

Public Hearing Opened

No Public Comment

Public Hearing Closed

Motion by Brian R., second by Gusty K., to approve Ordinance 16 – Series 2023 (First Reading) an Ordinance Approving the Final Plat for UPRR Subdivision as presented with the following conditions. Motion passed 5-1. (Terry A. – Nay) Note: Lynn F. was excused absent.

Conditions included in the motion:

- 1) Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering “Game Creek Existing Mudflow Analysis” specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
- 2) The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16 and 17 - Series 2023.

**D.** Ordinance 17 - Series 2023 (First Reading) An Ordinance Approving the Final Plat for the Minturn North PUD (see Ord 15 - 2023 agenda item for supporting documents)

Scot H. recommended the following conditions:

- 1) Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering “Game Creek Existing Mudflow Analysis” specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
- 2) The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16 and 17 - Series 2023.

Public Hearing Opened  
No Public Comment  
Public Hearing Closed

Motion by Gusty K., second by Tom S., to approve Ordinance 17 – Series 2023 (First Reading) An Ordinance Approving the Final Plat for the Minturn North as presented with the following conditions. Motion passed 5-1. (Terry A. – Nay) Note: Lynn F. was excused absent.

- 1) Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering “Game Creek Existing Mudflow Analysis” specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
- 2) The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16 and 17 - Series 2023.

**E. Ordinance 18 - Series 2023 (First Reading) An Ordinance Approving the Dissolution of the Town of Minturn General Improvement District**

Mike S. presented.

- After consideration of any protests against or objections to the dissolution of the General Improvements District in accordance with C.R.S. §§ 31-25-607 and 31-25-625, the Town has determined the following:
  - The General Improvement District is no longer necessary.
  - The General Improvement District has no outstanding indebtedness, obligations, or liabilities; and
  - Dissolution of the General Improvement District is in the best interests of the citizens of the Town, the owners of property located within the boundaries of the General Improvement District and all other concerned parties.
- In accordance with C.R.S. § 31-25-625, the Town hereby dissolves the General Improvement District. This action has no effect on the existence, legal status, or continued right of public access over or through any road, easement or other property interest within the General Improvement District or obtained when the General Improvement District was created.
- Town Council directs the Town Clerk, on or promptly following the effective date of this Ordinance, to file a certified copy of this Ordinance for recording in the public records of the Eagle County Clerk and Recorder’s office and, in accordance with C.R.S. § 31-25-

625, upon such recording, dissolution of the General Improvement District shall be complete.

- Following dissolution, the Town shall first utilize the General Improvement District's unexpended funds to cover the Town's costs incurred in dissolving the General Improvement District. The Town shall then release any remaining unexpended funds to the Town's general fund.

Mike S. noted this is supported by Battle Mountain supports this action as part of the settlement.

Public Hearing Opened  
No Public Comments  
Public Hearing Closed

Motion by Tom S., second Kate S. to approve Ordinance 18 – Series 2023 (First Reading) an Ordinance approving dissolution of the Town of Minturn General Improvement District as presented. Motion passed 6-0. Note: Lynn F. was excused absent.

- F. Ordinance 19 - Series 2023 (First Reading) An Ordinance Amending the Minturn Municipal Code to allow for Hand Shoveling of Snow from the sidewalk to a Town-Owned Street between the Hours of 4:00AM and 7:00AM.

Michelle M. presented that Minturn has held two public discussions on the topic of snow removal and the Snow Removal Plan. These discussions culminated in the adoption of the 2023/24 Minturn Snow Removal Plan; Resolution 30 – Series 2023. Within the Plan is identified the allowance for Minturn Residents to hand-shovel snow from sidewalks into the right of way of town owned streets. This is an effort to help mitigate the complications some residents face due to a lack of on-site snow storage. This also allows the Town to address other snow-related violations while following the Minturn Municipal Code in a fair and equitable manner.

Discussion ensued as to allowing the public to use the snow dumps rather than haul to the general snow dump it was determined this would not be considered at this time.

Public Hearing Opened  
No Public Comments  
Public Hearing Closed

Motion by Tom S., second by Gusty K., to approve Ordinance 19 - Series 2023 (First Reading) An Ordinance Amending the Minturn Municipal Code to allow for Hand Shoveling of Snow from the sidewalk to a Town-Owned Street between the Hours of 4:00AM and 7:00AM. Motion passed 6-0. Note: Lynn F. was excused absent.

- G. FY 2024 Budget – Public Hearing

Jay B. referenced a packet memo which stated as required by Colorado State law, the Council must hold a public hearing on the proposed Fiscal Year 2024 budget. This Public Hearing has been published and posted for this meeting. Although further discussion will ensue through final

adoption of the budget on December 6, 2023 and the public will be allowed to comment at each meeting, this is the one and only official Public Hearing. To date, Staff has taken your comments and suggestions and incorporated them into the FY2024 Budget as appropriate as well as comments and direction given during the on-going and in-depth General and Enterprise Capital Improvement Plans and Water rate discussions which have occurred over the past several months. If approved or directed by Council, the items will be included in the final budget. In the event any material changes come forth from the Public Hearing process, those changes also will be included in the scheduled final passage of the budget ordinances on December 6<sup>TH</sup>. Once approved the mill levy will be sent to the County for approval by the Eagle County Commissioners, the complete budget will be posted to the Town website and will be filed with the State by December 31, 2023.

Public Hearing Opened  
No Public Comment  
Public Hearing closed

Discussion ensued on the effects of not raising water rates and our outlook for ongoing consultant fees to assess the well capacity and water quality studies.

It was noted at the November 15 meeting, the budget Ordinances will be scheduled for first reading with second and final reading on December 1.

**12. DISCUSSION / DIRECTION ITEMS**

**13. FUTURE AGENDA ITEMS**

A. Future Agenda Items

**14. ADJOURN**

Motion by Kate S., second by Tom S., to adjourn at 9:24pm

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

ATTEST:

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

**INFORMATIONAL ONLY ITEMS**

Upcoming Council Meetings:

- November 15, 2023
- December 6, 2023
- December 20, 2023

To include in the Minturn North public comment for the record:

Michelle Metteer  
Town Manager  
Minturn, Colorado

**From:** Bill Hoblitzell <[billhoblitzell@yahoo.com](mailto:billhoblitzell@yahoo.com)>  
**Sent:** Wednesday, November 1, 2023 9:01 AM  
**To:** Council <[council@minturn.org](mailto:council@minturn.org)>  
**Cc:** Kristin Thomas <[kristin.marie.thomas@gmail.com](mailto:kristin.marie.thomas@gmail.com)>; Rob Gosiewski <[robert.goski@gmail.com](mailto:robert.goski@gmail.com)>; Colleen Gosiewski <[cogoski@gmail.com](mailto:cogoski@gmail.com)>; Ana Robinson <[anastasiaboo@gmail.com](mailto:anastasiaboo@gmail.com)>; Michael Gottino <[gmichael2@comcast.net](mailto:gmichael2@comcast.net)>; Hany Malek <[minturn.neighbors@gmail.com](mailto:minturn.neighbors@gmail.com)>; Sidney Harrington <[1972sah@gmail.com](mailto:1972sah@gmail.com)>; Kate Burchenal <[kate.burchenal@gmail.com](mailto:kate.burchenal@gmail.com)>; Burk Harrington <[office@bhcvail.com](mailto:office@bhcvail.com)>; Caleb Florence <[calebmflorence@gmail.com](mailto:calebmflorence@gmail.com)>; Darin Tucholke <[uclimbite@aol.com](mailto:uclimbite@aol.com)>; Katie Tucholke <[katieging@yahoo.com](mailto:katieging@yahoo.com)>; Brian Rodine <[brodine@gmail.com](mailto:brodine@gmail.com)>  
**Subject:** Minturn North Final Plat public comment for 11-1-2023 Council meeting

Please find attached public comment regarding the final plat design for Minturn North.

The pedestrian passageway designs between the new development, Taylor St, and the ECO Trail/Minturn Rd are clearly substandard to Minturn's town code standard for sidewalks (Appendix C, Chapter 4, Section 1.01) and the qualitative size standards identified for sidewalks in PUDs (Chapter 16, Section 16-15-70 General Standards for PUDs).

These pass throughs need to be wide enough to accommodate safe 2-way passage of bicyclists and pedestrians with both children and pets. They currently are not wide enough and are setting up residents and visitors for unsafe and negative encounters, and potential injuries. In addition, during winter the current width is likely to shrink to width that is impassable even by two pedestrians walking in opposite directions. The 4' easement is clearly substandard to town code in multiple sections identified above in design and safety.

Prior to any final approval, we are requesting an immediate amendment of the trail easement specification from its current 4' upwards to 8' to be consistent with the appropriate and safe designs present in the examples we have provided from our peer communities including Eagle, Vail, Edwards, and Carbondale. Why should Minturn deserve and settle for less than any of these other communities?

Thank you.

Bill and Kristin

Bill Hoblitzell and Kristin Thomas  
262 Taylor St, Minturn, CO 81645  
Nov 1, 2023

To:  
Minturn Town Council  
Minturn Planning and Zoning Committee  
Minturn Town Staff

**Re: Minturn North Final Plat Issues; pedestrian connector easement width is unsafe**

Dear Council,

Thank you for the opportunity to continue to provide public comment on Minturn North. Please accept these comments regarding tonight’s review of the Final Plat design.

We are requesting that you review and request staff and developer to amend the proposed pedestrian connector path easement/ROW width in Final Plat document design and increase the easement width from the substandard and unsafe 4’ it is currently shown at to a minimum of 8’ prior to approval. **The design as-proposed does not currently meet with either quantitative or qualitative sidewalk criteria identified elsewhere in Minturn’s municipal code, is inappropriate and unsafe for the intended uses, and should be modified accordingly before final plat approval.**

The Minturn North pedestrian connections to Taylor Street and EcoTrail/Minturn Road in the final plat diagrams that have been provided online identify a trail easement or right of way of only 4 feet. These connectors are intended to accommodate 2-way traffic of bikes, pedestrians, strollers, and pets. This width is insufficient and inadequate for safe for these uses. The specified trail easement and right of way should be, at a barest minimum, 6-7’, and preferably 8-10’, consistent with contemporary designs in our peer communities.

A review of equivalent pedestrian pathways in Eagle, Edwards, Vail, and other neighboring communities like Carbondale is included at the bottom of this letter. It will quickly highlight the substandard and unsafe design being proposed by Resort Concepts and Minturn. Please do not pass the final plat without this important change.

**Appendix C, Chapter 4, Section 1.01, Minturn Municipal Code** identifies the minimum target width for non-100 block sidewalks to be 5’ (60 inches).

“Minimum Width: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum width of five (5) feet from the back of curb. Tooled or saw cut joints are required at 10 foot intervals.”

Although the Minturn North connective ways are not raised on curb, there is no rational basis for why they should be allowed a substandard design width in comparison to the rest of town. In fact, in comparison to the downtown sidewalk minimum of 5', where bikes are not technically permitted on the walkway, these pathways are intended for multi-use bi-directional traffic and need to be wider than the minimum width of downtown sidewalks. The connections between Taylor St, Minturn North, and the EcoTrail/Minturn Road should actually be significantly wider than the town base standard of 5' to accommodate two-way traffic of both bikes, walkers, walkers with strollers, etc.

Average modern bike handlebar width is 750mm to 800 mm, or around 30 inches. Most walking and jogging child strollers are approximately 25 inches, or slightly over 2 feet. For these to even successfully pass each other with 1' clearance without physical contact, a bare minimum of 6'-7' is needed.

At times, bikers passing through the neighborhood between Taylor and Minturn road will have important speed differentials from walkers. To pass each other with an adequate buffer for the speed differential and potentially uncertain handling that sometimes occurs with children on bikes, something more like 8' is the appropriate width. Two people passing each other with dogs on a leash, even if the dogs are relatively well behaved and in control, need a greater buffer to adequately control their pets safely and keep separated.

Please review the figures attached below highlighting the design widths of similar neighborhood passageways in our peer communities like Edwards, Eagle, Vail, and Carbondale. These invariably utilize 8'-10' path width for these kinds of public accesses. For example, the multi-use pathways that provide access between residential lots in the Terrace Neighborhood of Eagle utilize this width, as well as similar access ways in Miller Ranch in Edwards and Bull Run Rd in Eagle.

**Chapter 16, Section 16-15-70 General Standards for PUDs**, further states in standard 3:

“Trails and sidewalks shall be provided to form a logical, *safe* and convenient system for pedestrian access to dwelling units and common areas, with *appropriate connections off-site*.” (emphasis added)

Since the connections to Taylor St and EcoTrail/Minturn Road will specifically be multi-use connections by both pedestrian and non-motorized vehicles (bikes, strollers), the design for these connections needs to be both *safe* and *appropriate* to the anticipated end uses. A 4' width clearly does not meet this criterion. A minimum of 6'-7' is the base level for which safe design should be considered, and 8'-10' or more is actually the most appropriate and safe. If unauthorized motorized access at either is somehow a concern, however absurd this claim, then a simple post bollard or rock bollard at the entrance should be sufficient.

Furthermore, in winter, snow accumulation and encroachment typically further narrows most roads, streets and pedestrian ways In Minturn to the point that it is likely people on foot trying to



traverse a 4' sidewalk will in practice be left with only 2-3' total to pass each other abreast. This is effectively unworkable for a public passageway.

If Minturn North developer (Resort Concepts/Minturn Crossing) or any future neighborhood legal entity is persistent in opposing a safe connector path width of 8', the town should specify that that the property owner has been made fully aware that their proposed design does not meet safe design criterion, and the property owner should be required to hold joint liability with the town for future accidents or incidents occurring on the easement, rather than the municipality holding it solely as would be the typical arrangement.

Please do not approve the plat without this remedy. Minturn North is already being permitted to proceed with substandard street, sidewalk, and drainage design for a downtown neighborhood, and has successfully avoided addressing any other longstanding problems in the area it abuts, such as insufficient year-round and legal parallel parking on Taylor St. In addition, town should have required sidewalks on *both* sides of 4th street, as well as on internal streets in Minturn North. Instead, an out of place suburban design has been allowed to proceed to appease the developer's desire to avoid the construction cost of this infrastructure and nominal loss of developable lot areas adjacent to streets.

**Repeating past mistakes**

The current town manager and several present members of this council have spent significant amounts of time and money in the last several years trying to tackle the legacy of substandard road and sidewalk design that has historically prevailed in parts of Minturn. Michelle and others have doggedly chased down state and federal money to address the previous substandard road and sidewalk designs on Main St/Hwy 24, thankfully and to their much-deserved credit--with great success.

Town planning staff has also repeatedly engaged residents in ongoing dialogue and process regarding how to better connect the 100 block to Eagle River and from Williams St. to Toledo Ave in a manner that invites safe and welcoming pedestrian passage between these areas.

These problems on Main St/Hwy 24 and in the 100 block are direct results of previous generations of Minturn residents and leadership failing to assertively and proactively plan for the future in platting our streets, sidewalks, and pedestrian connections, and instead allow the cheaper or politically/socially easier alternative to prevail.

Yet now we are choosing to essentially make the same mistakes once more on the north side of town. When we actually had the chance to build something correctly from its inception, rather than lament its poor designs and function later on, we are instead choosing to merely duplicate the same public design mistakes of past town residents and leaders.

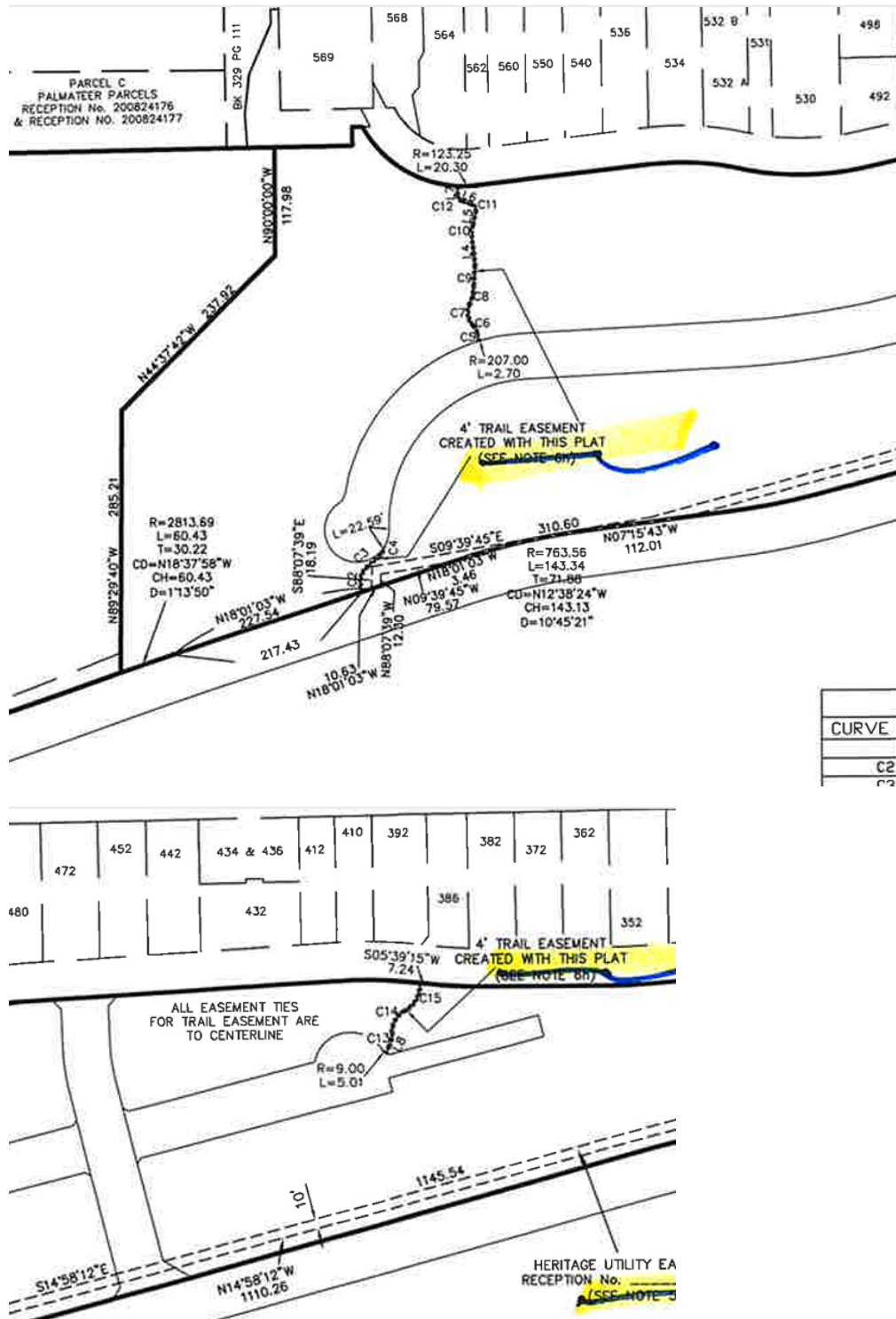
Too many unsatisfactory compromises that purely served the developer's ~~needs~~ wants without providing substantial long term community benefits to either the town or the adjacent neighborhood have already been made during this process.

We sincerely hope we will not make yet another one on this issue. Please remedy the pedestrian connection easements and widths to 8-10', equal to or better than the designs of the same infrastructure in our peer communities. Why should Minturn yet again be content to build its community infrastructure to a lesser standard than any other?

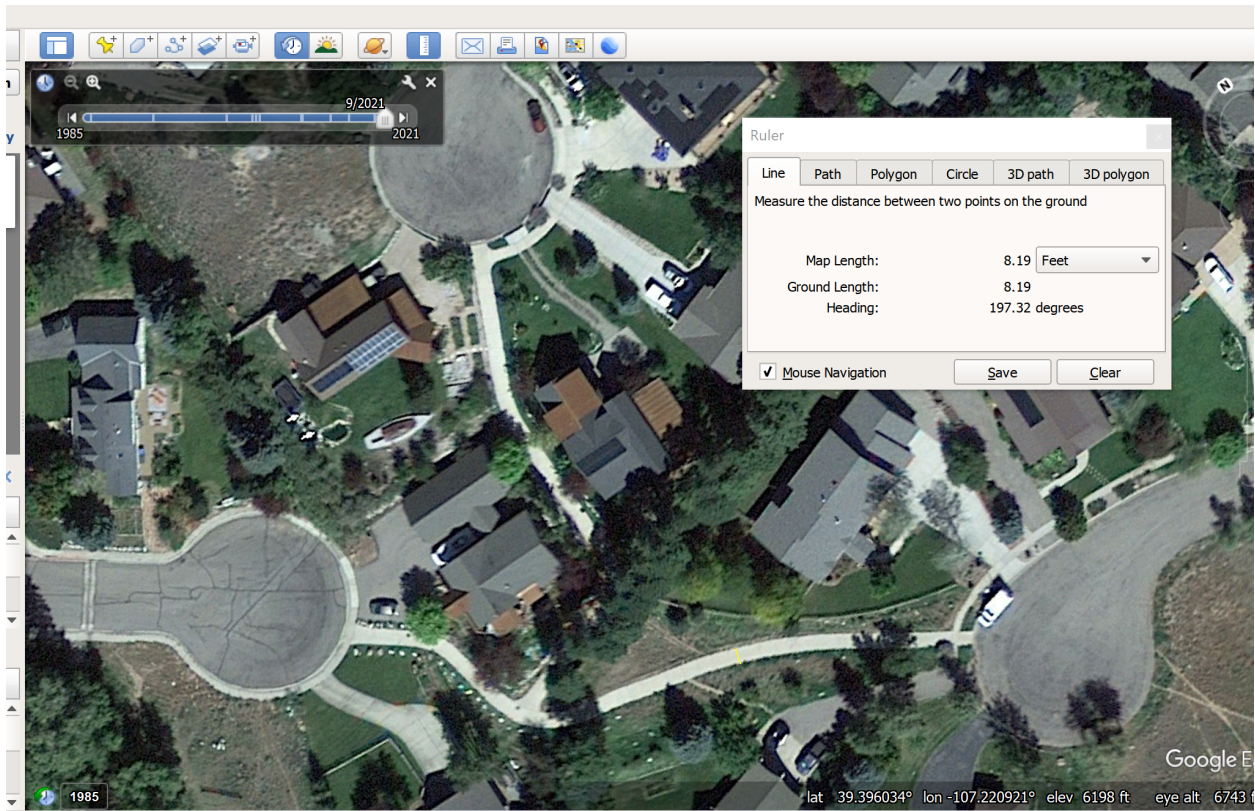
Thank you for your time and consideration,

Bill Hoblitzell, Kristin Thomas  
262 Taylor St

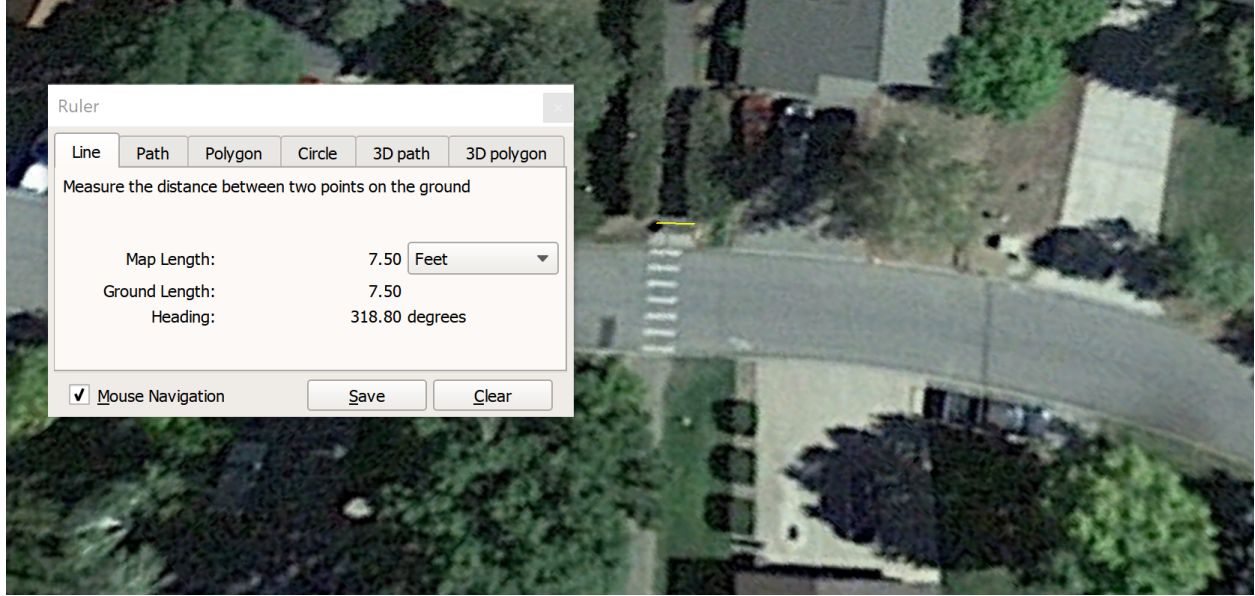
Figure below from Final Plat documents shows proposed 4' trail easement for pedestrian connector ways between streets in Minturn North. This design is substandard to Minturn code even for downtown sidewalks and insufficient and unsafe for two-way traffic that includes bicycles.



**All pedestrian pass-through connections of this neighborhood example in Carbondale connecting Oak Run Dr, West Ridge Ct, and Graceland Dr are 8' in width, allowing safe and adequate 2-way passing of pedestrians, bikes, and strollers.**

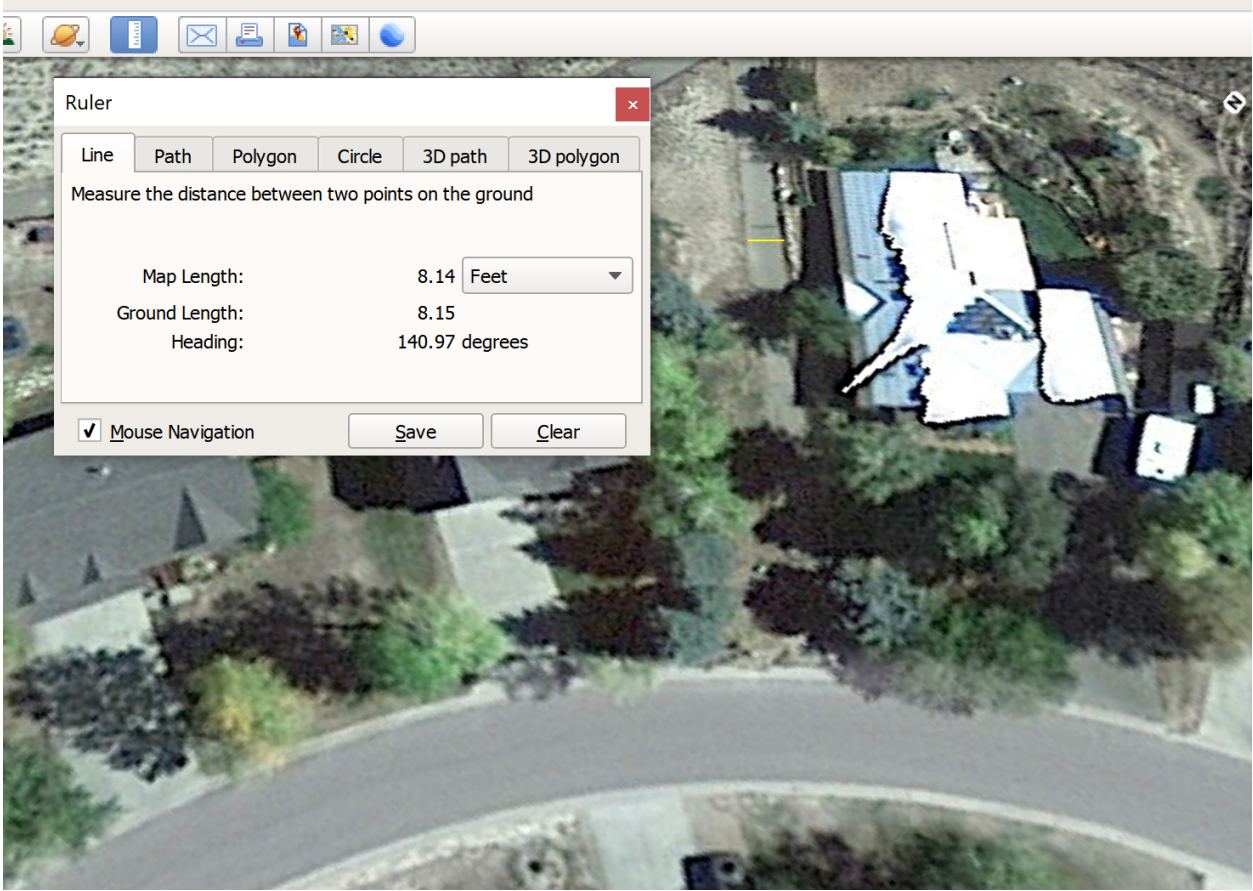


**This between-street connecting sidewalk on Bull Run Rd in Eagle is over 7' in width to safely allow 2-way passage of pedestrians and bikes.**

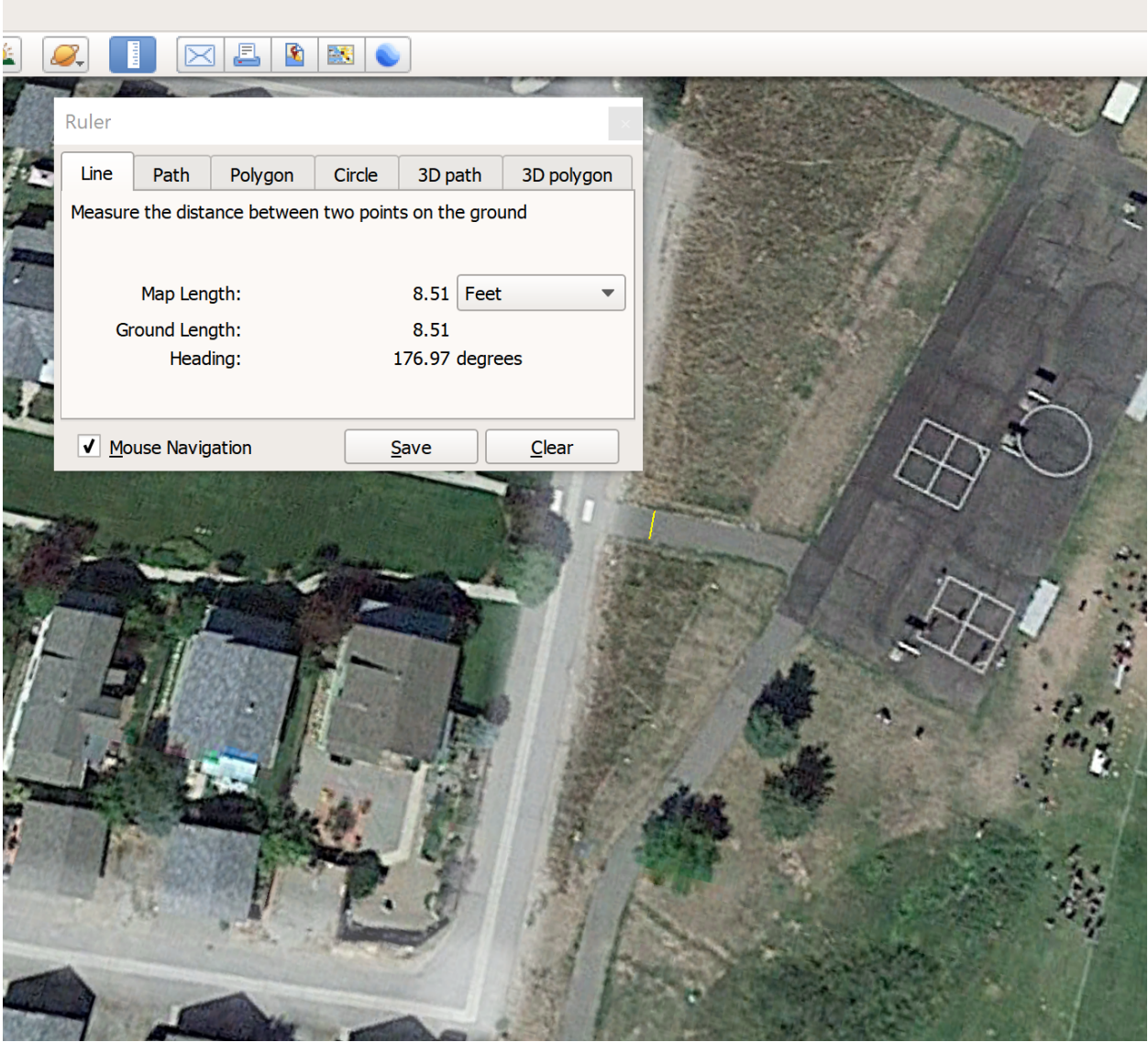




**Ringneck Circle pedestrian passageway in The Terraces neighborhood in Eagle. The width of the pedestrian pass-through between roads and house lots is 8 feet. Wide enough for two bikes or a bike and a pedestrian with a stroller to safely pass in opposite directions, as well as wide enough to be accessed with a small gator for maintenance and snow removal.**

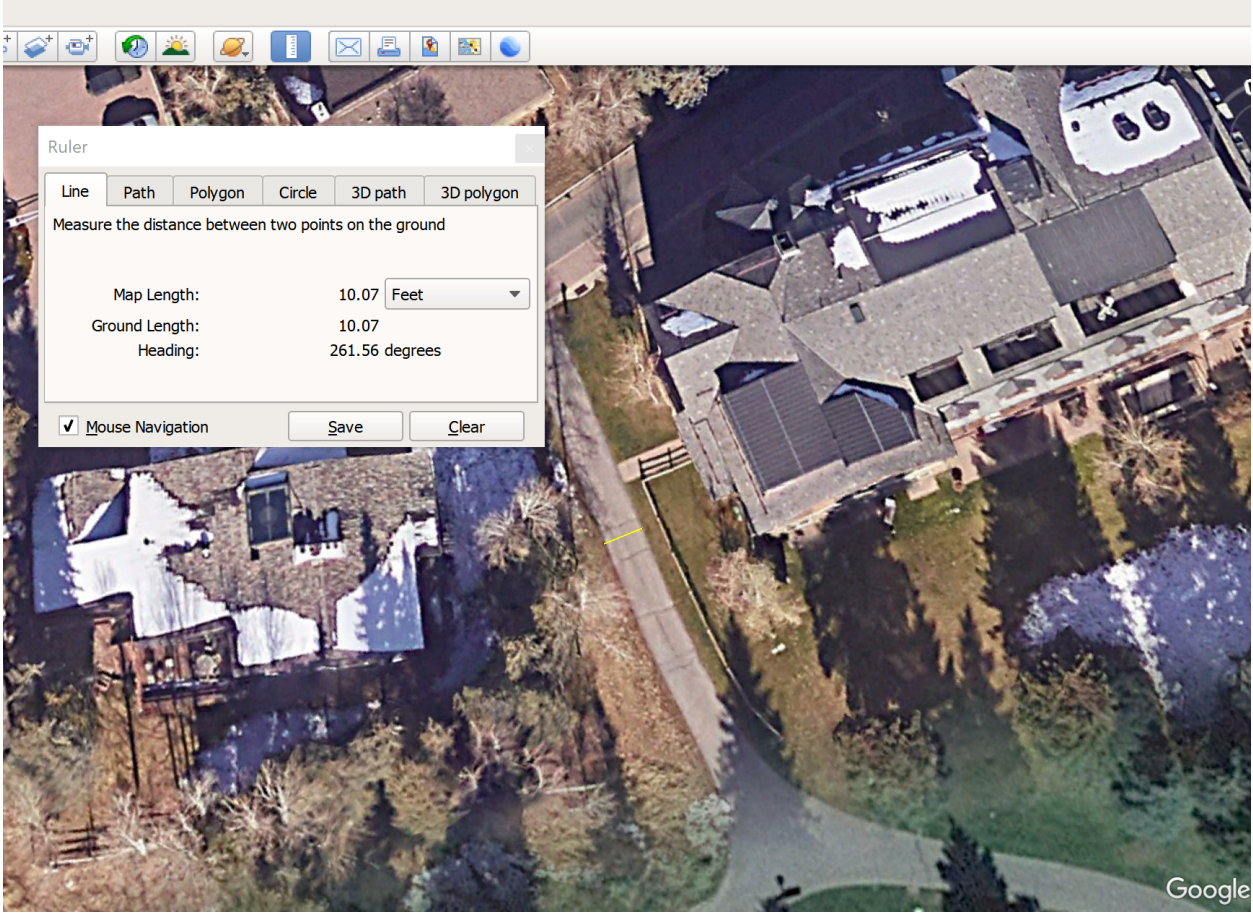


At this pedestrian pass-through between Miller Ranch Neighborhood and Berry Creek Middle School, the width is 8-9', allowing for safe and adequate 2-way passage in opposite directions.





At this pedestrian pass-through in Vail from Hanson Ranch Rd between the Tivoli Lodge and the private residence, width is 10', allowing appropriate and safe passage of two-way traffic that includes bikes and pedestrians with strollers.





To: Mayor and Council  
From: Jay Brunvand  
Date: November 15, 2023  
Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

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**REQUEST:**

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the Pizza Pub LLC, dba Magustos located at 101 Main St.

**INTRODUCTION:**

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

**ANALYSIS:**

This item was pulled from the 11/1/23 agenda due to some unresolved questions.

- 1) There was concern that the applicant had been arrested for a DUI which was not disclosed on the application as required (question #6). During the investigation the applicant did in fact receive a DWAI and the details are now included with the application as required by law. It appears that all court requirements have been completed or will be completed in accordance with the sentencing. This incident occurred during off time and was not related to Magustos.
- 2) There were 6 times over the year that police were called to the establishment. In our investigation Staff determined that the calls were for the most part made on an abundance of caution. It is important liquor establishments utilize the police when warranted. The intent in viewing an annual list of police calls to/from the establishment is to ensure the safe operations of the liquor service and not to disincentivize the establishment from calling for support.

Staff has discussed with the applicant the need to ensure an orderly run establishment. As a condition of the approval, all servers will complete a Server Training program and a copy of the certificates will be submitted to the town for verification. Completion of this requirement and submittal of the certificates shall be completed by 12/31/23 and again on 6/30/24 for any new employees.

**COMMUNITY INPUT:**

Not Applicable

**BUDGET / STAFF IMPACT:**

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

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:**

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

**ATTACHMENTS:**

- Application and supporting documentation for the license renewal.



Section 3, Item B.

**Submit to Local Licensing Authority**

**MAGUSTOS PIZZA & BURGER PUB**  
**PO BOX 1043**  
**Minturn.CO 81645**

Fees Due		
Renewal Fee		1025
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		\$

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

**Colorado Beer and Wine License Renewal Application**

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name PIZZA PUB LLC		Doing Business As Name (DBA) MAGUSTOS PIZZA & BURGER PUB	
Liquor License # 03-12271	License Type Hotel & Restaurant (city)		
Sales Tax License Number [REDACTED]	Expiration Date 10/27/2023	Due Date 09/12/2023	
Business Address 101 MAIN STREET Minturn CO 81645		Phone Number 9708275450	
Mailing Address PO BOX 1043 Minturn CO 81645		Email EREGONBUS@GMAIL.COM	
Operating Manager Eric Regan	Date of Birth 10/07/1980	Home Address 301 Beardslip Avon CO, 81645	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 3/10/25			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input checked="" type="checkbox"/> Delivery <input checked="" type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> NO			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  Yes  No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  Yes  No

<b>Affirmation &amp; Consent</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
<i>Eric Creighton</i>	<i>Owner</i>	
Signature	Date	
<i>[Signature]</i>	<i>Oct 23, 2013</i>	
<b>Report &amp; Approval of City or County Licensing Authority</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
<b>Therefore this application is approved.</b>		
Local Licensing Authority For	Date	
Signature	Title	Attest
<i>[Signature]</i>		

**Jay Brunvand**

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**From:** Eric Cregon <cregonbus@gmail.com>  
**Sent:** Tuesday, November 7, 2023 9:43 AM  
**To:** Jay Brunvand  
**Subject:** Eric Cregon explanation letter

This letter is an explanation of my arrest on December 20th. I was working on my truck the night of December 20th installing a new distributor my truck wasn't running properly I was trying to figure out what was wrong with it I was driving down on I 70 it was snowing very heavily I pulled off the Eagleville exit and hit the guard rail it was very icy and I slid into it. The first car behind me was a police officer from the state of Colorado. I was arrested for drinking and driving he then drove me home. my court date was set for June I plead guilty for DWAI I will send to 20 days of house arrest 40 hours of community service which I did at Minturn Town and mowed the lawn's all summer and I had to go through treatment which I am still doing through 8150 therapy out of Denver I will be completed on February 9 at which time my probation officer said I would be off probation. I made a terrible mistake and I am doing everything I can to correct this laps of judgement. I thank you for your consideration and understanding this will not be a repeat incident.

Eric Cregon

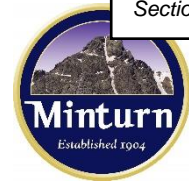
Fees Due		Section 3, Item B.
Initial Application Fee	\$11.00	
Renewal Fee	\$11.00	

## Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

<input type="checkbox"/> Initial Application		<input type="checkbox"/> Renewal	
Corporate Business Name <i>PIZZA PUB LLC</i>		Trade Name (DBA) <i>MAYUSTOS</i>	Liquor License Number 
Physical Address of Premises <i>101 MAIN ST</i>		Suite/Unit Number	
City <i>MINTURN</i>	County <i>EAGLE</i>	State <i>CO</i>	ZIP Code <i>81645</i>
Mailing Address (if different than Physical Address) <i>PO BOX 1043</i>		Suite/Unit Number	
City <i>MINTURN</i>	State <i>CO</i>	ZIP Code <i>81645</i>	
Business Phone Number <i>970 827 5450</i>		Business Email Address <i>CREGONBUS@GMAIL.COM</i>	
1. Are you applying/renewing: <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Are you using a third party's ordering software to take orders?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. <b>Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.</b>			
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you the applicant or an authorized agent of the business?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of the applicant or an authorized agent of the business <i>ERIC CREGON</i>		Title of the applicant or an authorized agent of the business <i>OWNER</i>	
Signature 		Date <i>10-23-23</i>	

**Payment** (Please submit Payment in one of the following ways):

<b>Via mail with your application</b> P.O. Box 17087 Denver, CO 80217-0087	<b>Via email to:</b> DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
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To: Minturn Town Council  
From: Michelle Metteer  
Date: November 15, 2023  
RE: Town Manager Update

**Colorado Tourism Marketing Matching Grant Award – Great job Cindy Krieg!**

The Towns of Minturn and Red Cliff were awarded \$30,000 for a 2024 Tourism Marketing Matching Grant. The Towns will be matching \$10K (Minturn) and \$5K (Red Cliff) for a total project spend of \$45,000. The project is a Minturn / Red Cliff Outdoor Recreation Visitor Guide (Minturn will have a larger presence in the guide). This has been a goal that we’ve been working toward (in a partnership capacity) over the past 2 years, and we finally received funding to do so. Below is more information about the grant program, and here is a link to the grant program page on the OEDIT website - <https://oedit.colorado.gov/tourism-marketing-matching-grant>.

The guide will have both a print and digital component and will include the following:

- Seasonal itineraries
- Information on outdoor activity options for all seasons
- Trails information, including a trailhead directory
- Parking information / directions (and steering visitors toward visiting popular trails during less busy times such as weekdays and/or certain times of day)
- Information on shoulder season activities
- Information regarding the Top of the Rockies Scenic Byway
- Business directory (to include tourism-related businesses such as restaurants, retail, lodging, activities/tour operators)
- Responsible recreation messaging throughout (Leave No Trace, Care for CO, etc.). This will include, but is certainly not limited to:
  - Respecting wildlife
  - Respecting trail closures
  - Doggy poop pick-up
  - Pack it out messaging
  - Education regarding fire safety, river safety, backcountry safety, hunting regulations, legal camping info (and stressing where you cannot camp), etc.

The plan is to have the printed guide in downtown businesses, area hotels, Eagle County airport, and CO welcome centers.

**Bulb-Outs Update**

Upon initial submittal of Minturn’s Main Street Bulb Out plans to CDOT, we received preliminary feedback not to expect any artwork to be approved as part of the request. It is likely the bulb-out work itself will be accepted, with possible modifications, but CDOT does not appear as supportive of street-art as we had hoped.

**Eagle County Regional Housing Action Plan**

The towns of Avon, Vail and Eagle County were awarded funding to create an Eagle County Regional Housing Action Plan. All municipal managers are participating in this process and currently the RFP for finding a firm to lead the community through the plan creation process has been published and we expect a person/firm to be in place by early January 2024. Here is the press release that was issued upon grant award:

### Eagle County Regional Action Plan

The Colorado Department of Local Affairs awarded \$200,000 in grant funds for a regional housing planning effort. The project, titled the Eagle County Regional Housing Action Plan, includes Eagle County and the towns of Vail, Red Cliff, Minturn, Avon, Eagle, and Gypsum. This project will update the 2017 Regional Housing Needs Assessment to determine unmet affordable housing needs in the Eagle River Valley with particular focus on determining housing needs for different income levels. A \$24,000 local match will be funded equally by Eagle County and the towns of Avon and Vail. In addition to updating data on housing needs, the project includes goals to identify opportunities for additional housing development and establish a 10-year strategy for housing development.

### **Eagle County Hazard Mitigation Plan**

I am representing Minturn in the updating of Eagle County's Hazard Mitigation Plan. Minturn's participation is required in order for the town to be eligible for FEMA funds should a hazard in the Minturn area occur. The project is in the early phases and is expected to be utilized by all area organizations in the event of hazard. I have identified Minturn's primary (but not limited) hazards of concern to include wildfire, flood, rock/mudslides/avalanche, and drought.

### **ECSD Maloit Park Housing Project Fire Flow Work**

The town has successfully completed the fire flow water pipeline work for servicing a new housing development in the Maloit Park area. The School District is paying all the costs associated with the fire flow work. This was one of the tasks remaining to be completed prior to bringing Tank 3 (new concrete water tank) online.

### **Concrete Water Tank Baffling Work**

The piping for the interior baffling on tank #3 has been ordered. Once the piping arrives, John Volk, Minturn public works and additional crew will handle the installation. Upon completion of this project, tank #3 will be able to be operational. There will still be limitations (not able to completely fill the tank) due to the Medina waterline service issues, but once the Medina service line is installed in the spring, tank 32 can be taken entirely offline, and tank #3 can run at full capacity.

### **Medina Service Line Progress**

The Minturn water team has met with representatives of the Medina property. We discussed the plan for installing a service line from HWY 24, utilizing the town easements over 3<sup>rd</sup> party private property to service the two structures on the property. The town will be paying for the installation of the service line. Of question, is the maintenance of the line should issues arise. I, nor Mike Sawyer, have found anything in the original Ordinance and Agreement indicating the town would be responsible for such infrastructure maintenance. I have attached a copy of the Ordinance and Agreement should anyone wish to review.

### **Phase II Main Street Sidewalk Construction Schedule**

Work for Phase II of the Main Street Sidewalks is underway. Survey work and sub utility engineering is almost complete. A copy of the anticipated timeline for construction has been attached. Installation of sidewalks is expected to begin in the spring of 2025.

**TOWN OF MINTURN, COLORADO**

ORDINANCE NO. 4 – SERIES 2001

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN AGREEMENT WITH FRANK MEDINA AND CONSUELO MEDINA GRANTING AN ACCESS EASEMENT AND FINALIZING NEGOTIATIONS CONCERNING ACQUISITION OF LAND BY THE TOWN OF MINTURN, COLORADO.**

WHEREAS, on or about July 31, 1995, representatives of the Town of Minturn entered into negotiations with Frank Medina and Consuelo Medina concerning the construction of the Town water storage tank and providing legal access to the tank; and

WHEREAS, in accordance with those negotiations Medina's conveyed certain real property to the Town and granted an access easement to the Town; and

WHEREAS to avoid acquisition of this property by eminent domain, The Town and Medina have agreed to compensation for the conveyance of property and grant of easement.

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

SECTION 1. The Mayor is authorized to sign an agreement, and such other documents as are reasonably necessary, with Frank Medina and Consuelo Medina granting an access easement and providing for payment of just compensation for the conveyance of real property and granting of the access easement.

SECTION 2. This Ordinance shall not take effect until the agreement is signed by the representatives of all the necessary parties thereto.

SECTION 3. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 5. The repeal or the repeal and reenactment of any provisions of the Minturn Municipal Code as provided in this ordinance shall not affect any right with has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

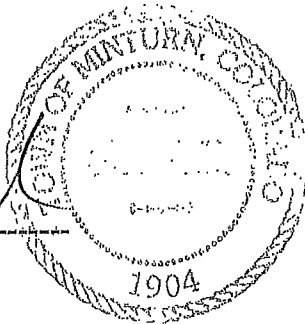
INTRODUCED, read by title, approved on the first reading and ordered published in full the 4<sup>th</sup> day of APRIL, 2001. The 18<sup>th</sup> day of APRIL, 2001, at 7:00 p.m. at the Minturn Town Hall, 243 Boulder Street, Minturn, Colorado 81645 is set for public hearing hereon.

TOWN OF MINTURN

By: *Hawkeye Flaherty*  
Mayor

ATTEST:

*[Signature]*  
Town Clerk

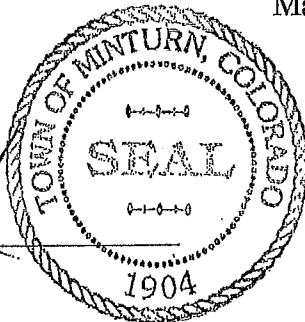


THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED AND ORDERED PUBLISHED BY TITLE ONLY ON SECOND READING THIS 18<sup>th</sup> DAY OF APRIL, 2001.

*Hawkeye Flaherty*  
Mayor

ATTEST:

*[Signature]*  
Town Clerk





ord # 4-2001

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of April, 2001, by and between the TOWN OF MINTURN, COLORADO, a Colorado Home Rule Municipal Corporation ("Town"), and Frank Medina and Consuelo Medina, Husband and Wife ("Medina").

For and in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the parties agree as follows:

**RECITALS**

1. On or about July 31, 1995, the Town and Medina entered into a series of negotiations concerning the construction of the water storage tank for the Town ("water tank"). In accordance with those negotiations Medina conveyed certain real property to the Town and granted an easement to the Town for construction and maintenance of the water tank. (The land conveyed to the Town and the land subject to the easement shall be referred to herein as the "subject property". A copy of the deed and easement are attached hereto as Exhibits A and B, respectively). Thereafter, Medinas decided to construct improvements on adjacent land owned by Medinas (the "Medina Property")

2. In order to avoid acquisition of the subject property by eminent domain, the Town and Medina agreed for payment of compensation to Medina by the Town for the subject property. The exact terms and conditions of payment have been the subject of continuing negotiations, but the final terms have never been agreed upon.

3. In order to finalize these negotiations the Town and Medina agree to the payment described herein as full and final payment for conveyance of the land and granting of the easement described above.

**TERMS AND CONDITIONS**

4. The Town will pay to Medina \$14,000.00 upon execution of this agreement.

5. Medina will receive two (2) water taps for service on his main house and guest house being constructed on the real property described on Exhibit C, referred to in this agreement as the Medina Property. The parties agree the value of these water taps is \$2,000.00.

6. Medina will receive domestic water service from the Town at no cost up to and including April 18, 2041. Medinas' use shall be limited to domestic water consumption, and in no case shall be used for ~~irrigation~~ commercial, industrial or any other purpose save and except domestic water consumption. ~~It is~~ the parties intent that the water shall be for Medinas' household use and this list is merely for illustration, and not by way of limitation. Medinas' use

shall not exceed 12,167 gallons per month, per residence on the Medina property, or Medinas shall be required to pay for the excess at the charges in effect at that time for domestic water consumption, based upon the approved domestic use rate, per 1,000 gallons.

To have and to hold this agreement for water usage to Medinas and their successors and assigns. The agreement shall hereby granted shall run with the land and shall be appurtenant to the Medina property, such that a transfer of legal to title to the Median property shall automatically transfer a proportionate interest in this agreement for water usage.

7. The Town will provide two (2) water meters (3/4") from the Town and Medina will install them promptly on the Medina property described in Exhibit C at Medinas' sole cost and expense.

8. The parties agree the Town owns and will remove the large pile of rocks at or near the Medina property and will grade the dirt remaining after removal of the rocks. The grading shall be done at the direction and in the sole discretion of the Town. The Town has the right to sell all or part of the rocks at its discretion and Medina waives any right to payment for the rocks or to any claim of payment for sale or transfer of these rocks.

9. The Town will, to the extent that they are legally entitled to do so, allow Medinas to use the Town's existing access easement for Medinas access on the existing road. The parties agree Medinas use of the road will be formalized by a separate agreement, whether by access easement, right of way agreement, or permission to use real property of the Town. Medinas understand and agree the Town can grant such legal access only to the extent the Town's access easement permits. Such use of the road shall be accomplished and Medinas undertand and agree or improvements. The terms of such usage shall be, as noted herein above, defined in a subsequent agreement, but shall be at Medinas' sole risk and without any obligation of the Town to improve or upgrade the condition of the road.

10. The parties agree that the road for access to the Medina property and subject property is not a dedicated road and is unimproved, unpaved, of steep grade may contain natural hazards, and may not be accessible at times due to weather, forces of nature and road conditions. The parties agree the road is an access easement across private property of another, and the Town does not and cannot guaranty Medinas legal access, now or in the future. Furthermore, the road is a service road, used by the Town for access to the water tank and the Town cannot guaranty or provide access to the Medina property by fire, ambulance or emergency service vehicles of any kind and Medinas acknowledge they are constructing their residence and guest house on the subject property with advance knowledge of this known risk and agree to assume this known risk and any and all use of the road, including, but not limited to the inability of the Town to provide emergency services to the subject property. Medinas agree to assume all risk of use of the road and the Medina property. Furthermore, Medinas agree to indemnify and hold harmless the Town of Minturn from any claims made for any tenants, guests, invitees, licensees, and/or trespassers for any claims made against the Town concerning use of the road, including its reasonable attorney fees and costs.

11. Medina shall install a fire hydrant for service to the Medina property at Medinas sole cost and expense. The hydrant shall be installed in compliance with all applicable health, safety and fire codes now, or hereafter in effect, by the Town.

12. Medina shall takes all steps necessary and shall establish connections for sanitary sewer service to the Medina property with the Upper Eagle Valley Water & Sanitation District.

13. Upon completion of the residence and connection of the sewer line to the Medina Property, the Town will provide such inspections as necessary under applicable Town ordinances for inspection to allow Medina to obtain a certificate of occupancy, using the existing road as the appropriate access.

14. All other utilities of any kind whatsoever, shall be installed at Medinas sole cost and expense.

15. By accepting the payments and services set forth herein above Medina agrees that this is a full and final settlement with the Town for payment for conveyance of the subject property and granting of the access easement.

16. Medina agrees that no promise or agreement not expressed herein has been made and by executing this agreement, Medina is not relying upon any statement or representation made by the Town or by anyone who has acted for the Town or on its behalf and Medina is relying solely upon their own judgment.

17. Medina understands fully that this is a final disposition of the dispute as to payment and that it is mutual, final and binding upon all of the parties hereto regardless of whether too much or too little has been paid.

18. This is a full and final settlement and is intended to cover any and all past or future circumstances concerning the subject property, not now known to either party, but which may later develop or be discovered, including the effects or consequences thereto and including all causes of action therefor. This agreement expressly supersedes any prior agreements between the parties, including, but not limited to the agreement set forth in the Town's letter dated July 31, 1995, attached hereto as Exhibit D.

19. This Agreement may be signed in counterparts. When a counterpart is signed by each party, this Agreement shall be fully binding upon all parties. Copies of this Agreement, whether produced by fax or otherwise, shall be of equal evidence as originals.

20. This agreement shall be governed by the laws of the State of Colorado and shall be binding upon, and shall inure to the benefit of the parties and their respective heirs, successors, assigns, legal representatives, and personal representatives.

21. This agreement is a legal document and Medinas have had the opportunity prior to signing to consult with their legal counsel concerning this agreement.

22. Time is of the essence of this agreement.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 13th day of April, 2001,  
by Conseulo Medina.

WITNESS my hand and official seal.

My commission expires: 10/31/02



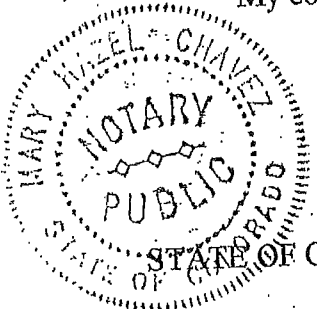
Mary Hazel Chavez  
Notary Public Mary Hazel Chavez

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 18 day of April, 2001,  
by Hawkeye Elchordy as Mayor of the Town of Minturn, Colorado.

WITNESS my hand and official seal.

My commission expires: My Commission Expires  
04/29/2002



Jay Brunvand  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me this 19TH day of APRIL, 2001,  
by Jay Brunvand as Town Clerk of the Town of Minturn, Colorado.

WITNESS my hand and official seal.

My commission expires: 10/31/02

Mary Hazel Chavez  
Notary Public Mary Hazel Chavez

WARRANTY DEED

THIS DEED, Made this \_\_\_\_\_ day of July, 19 95 .  
between FRANK MEDINA and CONSUELO MEDINA, as Joint Tenants

of the \_\_\_\_\_  
County of Eagle, State of Colorado, grantor(s) and

the Town of Minturn, a Municipal Corporation

whose legal address is P. O. Box 309, Minturn, Colorado 81645

of the \_\_\_\_\_ County of Eagle, State of Colorado, grantee(s):  
TWENTY THOUSAND and NO/100

DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Eagle, State of Colorado, described as follows:

a tract of land situate in Eagle County, Colorado, described as follows:

Starting at the Southwestern Corner of Parcel B, South Minturn Estates, located in the NW 1/4 of the NE 1/4 of Section 35, Township 5 South, Range 81 West of the Sixth Principal Meridian as the Point of Beginning;

thence North 89°46'45" East for a distance of 154.00 feet along the Parcel B property line;

thence North 01°22'05" West for a distance of 105.00 feet;

thence South 89°46'45" West for a distance of 154.00 feet;

thence South 01°22'05" East for a distance of 105.00 feet along the Parcel B property line to the Point of Beginning.

also known by street and number as:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs and assigns forever. And the grantor(s), for them selves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its heirs and assigns, that at the time of the ensuing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except

(See Exhibit A attached hereto)

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF the grantor(s) have executed this deed on the date set forth above.

*Frank Medina* \_\_\_\_\_ *Consuelo Medina* \_\_\_\_\_

STATE OF COLORADO

County of Eagle

ss.

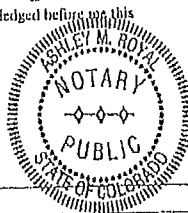
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 95

1st day of August 19 95

My commission expires

7/21/97

Witness my hand and official seal.



*Ashley M. Royal* \_\_\_\_\_  
Notary Public

\*If in Denver, insert "City and".

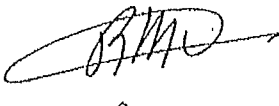

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

4/14/01

EXHIBIT A

1. Provided that the above-described real property (the "subject property") shall be used for municipal purposes, including, but not limited to construction, maintenance and use of a water storage facility on the subject property. And provided further that if Grantee determines the land is no longer to be used for the proposes stated above, Grantee shall, upon making such determination by ordinance or resolution, offer in writing to sell the subject property to Grantor for TEN DOLLARS and NO/100 (\$10.00), Grantor shall have thirty (30) days to enter into a contract for purchase of the subject property, and if Grantor fails to do so, Grantor's option to purchase shall expire and become null and void.

2. Grantor hereby reserves the right to use whatever portion of the subject property for grazing, hiking and recreational proposes so long as they do not interfere with the water tank, or municipal construction on the subject property. By this clause Grantor intends to reserve this right for themselves and their children now living, for the rest of their natural lives.

*L.M.*   
*J.M.* 

10/1/93



173

GRANT TO EASEMENT  
TO  
TOWN OF MINTURN, COLORADO

KNOW ALL MEN BY THESE PRESENTS, that Frank Medina and Consuelo Medina, (referred to in this Easement as Grantor), in consideration of \$10.00 and other good and valuable consideration paid by TOWN OF MINTURN, COLORADO, a Colorado Municipal Corporation (referred to in this Easement as Grantee), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to Grantee, its successors, agents and assigns, a non-exclusive, perpetual easement (referred to in this Easement as the Easement) with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove utility lines, including but not limited to water, sanitary sewer, storm drainage, electric and other compatible uses in and across the following-described real property owned by Grantor in Eagle County, State of Colorado:

976

SEE EXHIBIT A

Said strip land contains .252 acres, more or less,

together with the right of ingress and egress over Grantor's adjacent real property for the purposes for which the above-mentioned rights are granted.

Grantee agrees to maintain such easement in a state of good repair and efficiency so that no unreasonable damages to Grantor's premises will result from its use. Grantee agrees to restore the surface of the Easement to at least its original level and condition upon Grantee's initial use of the Easement and thereafter following any maintenance work performed by Grantee in the Easement. Grantee further agrees to use the Easement in such a manner as to not interfere with access to and egress from Grantor as now or hereafter denominated. Grantee agrees to hold the Grantor harmless from any and all liability resulting from Grantee's use of this Easement. Grantor reserves the right to utilize the property in any manner provided such usage does not interfere with Grantee's rights hereunder. Grantor shall not construct or place anything over or so close to any utility line or other facility of Grantee as will be likely to interfere with Grantee's access thereto by use of equipment or means customarily employed in the maintenance of the Easement. All damage to growing crops, drainage tile and fences of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall

08/17/95

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Sara J. Fisher Eagle County Clerk & Recorder

REC DOC  
21.00

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be paid by Grantee after the damage is done. The foregoing agreement, together with other provisions of this Easement, shall constitute a covenant running with the land for the benefit of the Grantee, its successors, agents and assigns. The Grantor covenants that Grantor is the owner of the above-described real property and that the Grantor has the authority to grant this Easement.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement this 15<sup>th</sup> day of August, 1995.

GRANTOR:

Frank Medina  
FRANK MEDINA

Consuelo Medina  
CONSUELO MEDINA

GRANTEE:

TOWN OF MINTURN, COLORADO

By Michael Gallagher  
Michael Gallagher  
Its Mayor

ATTEST:

Ashley Royal  
Town Clerk  
Ashley Royal

00130

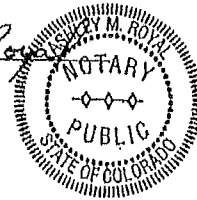
STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me on this 1st day of August, 1995, by FRANK MEDINA AND CONSUELO MEDINA.

Witness my hand and official seal.

My Commission expires: 7/21/97

Ashley M. Royal  
Notary Public



STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

Subscribed and sworn to before me on this 1st day of August, 1995, by MICHAEL GALLAGHER, as Mayor, and ASHLEY ROYAL, as Town Clerk of the Town of Minturn, Colorado.

Witness my hand and official seal.

My Commission expires: MY COMMISSION EXPIRES: Jan. 25, 1999  
P. O. Box 358  
Eagle County  
Minturn, Colorado 81645

Ashley M. Royal  
Notary Public



00101

EXHIBIT A

An easement seven and a half feet (7.5 feet) wide to the left and seven and a half feet (7.5 feet) wide to the right of the following described center line (sidelines to be lengthened or shortened so as to produce regular intersections) over property in Parcel B, South Minturn Estates, located in the NW 1/4 of the NE 1/4 of Section 35, Township 5 South, Range 81 West of the Sixth Principal Meridian, Eagle County, Colorado.

Starting at the Southwestern Corner of Parcel B, South Minturn Estates, located in the NW 1/4 of the NE 1/4 of Section 35, Township 5 South, Range 81 West of the Sixth Principal Meridian; thence North 89°46'45" East for a distance of 154.00 feet along the Parcel B property line; thence North 01°22'05" West for a distance of 82.26 feet to the TRUE POINT OF BEGINNING; thence along said centerline for the following nine (9) courses: (1) N 81° 06'05"E a distance of 37.38 feet; (2) N43°53'58" a distance of 110.29 feet; (3) N 68°28'49"E a distance of 126.24 feet; (4) N 22°12'26"E a distance of 50.17 feet; (5) N02°07'08" E a distance of 52.17 feet; (6) N 05°37'15"W a distance of 136.77 feet, (7) N 10°37'04"W a distance of 79.80 feet, (8) N 21°43'58"W a distance of 103.57 feet; (9) N 32°37'38"W a distance of 34.13 feet to its point of intersection with the northerly boundary line of Parcel B of said South Minturn Estates.

In case there is a conflict with this easement alignment so as to hinder building development on Parcel B along courses 1, 2, and 3 as defined above, the Town of Minturn will relocate the pipeline in this area, at no cost to the Grantor, provided a new easement is given for placement of the realigned pipeline.

*E.M.*  
*W.S.* *J.M.* *B.M.L.*

06102



TOWN OF MINTURN  
P.O. Box 309 ♦ 302 Pine Street  
Minturn, CO 81645  
Phone: 970-827-5645 Fax: 970-827-5545

Jay Brunvand, MMC  
Town Treasurer and Town Clerk



Town Council  
Mayor – Matt Scherr  
Mayor Pro Tem – Earle Bidez  
Councilmember – Terry Armistead  
Councilmember – Harvey Craig  
Councilmember – Sage Pierson  
Councilmember – Sidney Harrington  
Councilmember – John Widerman

Section 8, Item A.

September 8, 2016

This receipt confirms the delivery to Frank Medina of fifteen (15) loads of rotomill and fulfills the agreement entered into with the Town of Minturn on August 24, 2016. Furthermore this receipt confirms complete fulfillment of the above stated agreement conditions.

Arnold Martinez, Minturn Public Works

Frank Median, Homeowner

9/8/18







To: Mayor and Council  
From: Jay Brunvand  
Date: August 16, 2023  
Agenda Item: Prop HH

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**REQUEST:**

This memo is an update on the November 7 state wide election.

**INTRODUCTION:**

Yesterday, November 7, 2023 the State of Colorado held a general election. One question on the ballot, Proposition HH, as we have discussed, will affect Minturn. However, it is unclear at this juncture how or even how significantly we will be affected.

**ANALYSIS:**

Prop HH was a ballot question that purported among other things to reduce the assessed value on your home, stabilize the TABOR refunds from the state, and assist seniors by further reducing their tax liability. In its truest form, Prop HH was a De-Brucing of the state funds although never stated that way, nor was it explained efficiently what the state would do with the extra funds they would receive or even how much and for how long they would receive these funds for. This measure failed at the polls. The new concern is “what’s next”, a question that is much easier to ask than to answer. The state recognizes that property taxes have increased since the end of COVID. In Minturn, our assessed value increased approximately 47% over the 2022 Fiscal Year.

Because the state was confident this would pass, they really had not come up with a “Plan B” on what to do in this exact scenario. Many of the organizations opposed to the measure had encouraged the Governor and the Democrats to have a standby option to no avail. Today, the Governor did in fact call a Special Session specifically to address the concerns of homeowners facing skyrocketing values and the associated property tax values that go with those increases.

This session will begin on Friday November 17 in an attempt to find relief targeting ONLY the 2023 assessment property owners will pay in 2024. The implied message is they will call to order on Friday and be done by Wednesday for the Thanksgiving Holiday. There is a pot of \$200m in the state General Fund that can be allocated to the effort although it is not clear how that would be used or even if. The governor was clear this Special Session is only to resolve the property tax relief for the current year. Any future relief would be taken up in the normal course of events during the Regular Session.

I will be clear, there is little we know about the Special Session and what might be approved. It is possible this will affect Minturn and our 2024 budget. I feel pretty confident this Special Session will include a reduced property assessment structure for both residential and Commercial properties, most likely a revised senior credit to further reduce the burden on those over 65, and probable in some form address the low-income school lunch program. I also am optimistic that this will be accomplished by the following Wednesday, November 22. After that, it will be a race to the finish to get the values from the County Assessor, then approved on December 6, and sent back to the County all by the statutory deadline of December 15. I do not think the legislature will extend any approval deadlines so I will be prepared for 12/15. As things move forward, I will keep this on the front burner and update Council at the Wednesday meeting if necessary.

Until then, Minturn De-Bruced by passing a ballot measure of our own in 1998 which set our mil levy at 17.934mils. To calculate our property tax revenue, we take the assessed value from the County Assessor against our mil levy and that is our revenue. As of now, the numbers that we have been using in our draft budget will stand until otherwise changed based on the Special Session.

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

As stated, this could have major implications for the town in the days, months and even years to come.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

This is informational only and no direction is requested.

ATTACHMENTS:

**Proclamation of the Town of Minturn  
COLORADO GIVES DAY**

**WHEREAS** charitable giving in Eagle County, Colorado is critical to providing support that local nonprofit organizations need to make our community a desirable place to live; and

**WHEREAS** research shows an increase in online giving both locally and nationally, and many believe it is the future of philanthropy; and

**WHEREAS** Colorado Gives Foundation and FirstBank have partnered in an effort to increase charitable giving in our community through the online giving initiative Colorado Gives Day; and

**WHEREAS**, Colorado Gives Day in 2022 raised \$53 million statewide in a single 24-hour period via online donations, and over \$1.5 million to Eagle County nonprofits via 4,000 individual donations at eaglecountycoloradogives.org, a website allowing donors to direct their contributions to one or more of the over 50 local Eagle County charities featured on the site, making it an ideal resource for facilitating charitable giving to our locally based nonprofit organizations.

**WHEREAS**, Colorado Gives Day is Tuesday, December 5th this year, and all citizens are encouraged to participate because all donations, large or small, can make a difference to nonprofits in need.

**NOW, THEREFORE, BE IT PROCLAIMED BY** Mayor Earle Bidez and the Town Council of the Town of Minturn, Colorado **THAT:** Tuesday, December 5, 2023, will be known as Colorado Gives Day in our community.

TOWN OF MINTURN

ATTEST:

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

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



To: Mayor and Council  
From: Scot Hunn, Planning Director  
Date: November 9, 2023  
Agenda Item: Minturn North Final Plan for PUD - Final Review by Town Council

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**REQUEST:**

Final review of the Minturn North Final Development Plan for PUD, Final Plat(s), and Development Agreement.

**INTRODUCTION:**

At their last regular meeting of November 1, 2023, the Town Council reviewed the Minturn North Final Development Plan for PUD, along with two Final Plat documents - one for the UPRR Property, and another for the Minturn North PUD Subdivision - as part of the first reading of three separate ordinance Nos. 15, 16, and 17.

During the hearing on November 1st, the Council considered the application(s), the staff report and recommended conditions of approval, testimony of staff and consultants, as well as testimony of the Applicant and of the public. The following topics were discussed and/or provided as part of public testimony at the hearing on November 1:

- Property Owner Association and covenants
- Mud and debris flow hazards analyses and proposed mitigation
- Waterwise landscaping
- Connectivity (trail and sidewalk networks)
- Drainage and stormwater improvements
- Subdivision Improvements Agreement (SIA) and vesting periods

During the hearing on November 1st, staff confirmed with the Council that while final plans, plats, and agreements were nearing final form (meaning no or few outstanding, substantive issues), there were still several minor or technical issues needing to be resolved with regard to covenants, plats/easements, and the SIA/development agreement - all of which staff believed could reasonably be resolved prior to second reading of Ordinance Nos. 15, 16, & 17.

Staff also outlined several suggested conditions of approval that would require the Applicant to continue working with the Town prior to second reading of the ordinances and/or following any final approvals to provide construction details and final (or in some cases, updated) cost estimates for off-site improvements such as paving of County Road 14, construction of the ECO Trails bridge crossing over Game Creek, and the construction of turn lanes at Hwy. 24.

The following are the conditions of approval for each ordinance that were approved by the Council on first reading on November 1, 2023:

Ordinance No. 15 - Minturn North Final Development Plan for PUD (Conditions on First Reading):

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer. - Ongoing: the staff expects additional information to be provided by the Applicant on or before the meeting on November 15th which will then be referred to CGS while also being reviewed and approved by the Town Engineer. (This item does not come back to the Minturn Town Council but an update on outcomes will be provided).
2. The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations. - Complete
3. The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval. - Ongoing
4. The Applicant shall provide CDOT Notice to Proceed and complete construction offsite improvements within 3 years of final plat approval. - Ongoing
5. Provide final designs and cost estimates for the Eco Trails Game Creek bridge within one year and constructed within three years of final plat approval. - Ongoing
6. Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the EcoTrail Game Creek Bridge. - Ongoing
7. The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat. - Ongoing
8. The Applicant shall work with the Town Attorney to update and revise the Declaration of Covenants, Conditions, Restrictions and Easements for Minturn North (CC&Rs) to ensure proper limitations on the scope and powers of any Home Owner's Association (HOA) created as part of the PUD. Specific focus on revisions to the CC&Rs should be aimed at reducing controls on design review and/or architectural control by the HOA Executive Board; use of individual properties for the keeping and storage of recreational equipment, recreational vehicles (RV's, trailers, vehicles), and personal items in keeping with the rest of the Town. Specific sections of the CC&Rs to be addressed and revised include Section 15 – Use Restrictions, and Section 16 – Miscellaneous Matters and Owner Acknowledgements. - Complete

Ordinance No. 16 - Union Pacific Railroad (UPRR) Subdivision Final Plat (Conditions on First Reading):

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer. - Ongoing: the staff expects additional information to be provided by the Applicant on or before the meeting on November 15th which will then be referred to CGS while also being reviewed and approved by the Town Engineer. (This item does not come back to the Minturn Town Council but an update on outcomes will be provided).
2. The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023. - Ongoing: Most issues and/or technical comments have been addressed as of the date of this memo; staff anticipates that any/all remaining issues related to the final plat documents as identified in a letter from the Town Engineer dated November 9, 2023 will or can be resolved and corrected before 2nd reading.

Ordinance No. 17 - Minturn North PUD Subdivision Final Plat (Conditions on First Reading):

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer. - Ongoing: the staff expects additional information to be provided by the Applicant on or before the meeting on November 15th which will then be referred to CGS while also being reviewed and approved by the Town Engineer. (This item does not come back to the Minturn Town Council but an update on outcomes will be provided).
2. The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey

data prior to second reading of Ordinance No. 16, Series 2023. - **Ongoing: Most issues and/or technical comments have been addressed as of the date of this memo; staff anticipates that any/all remaining issues related to the final plat documents as identified in a letter from the Town Engineer dated November 9, 2023 will or can be resolved and corrected before 2nd reading.**

Update: 11.09.23:

The Town Attorney and Town Engineer have worked diligently with the Applicant since November 1st to resolve most outstanding issues related to covenants, easements, plats and civil engineering drawings. That being said, the Town Engineer has reviewed the most recent, updated civil engineering plans (received by the Town on November 7th) and has provided an updated letter dated November 9, 2023, outlining any remaining details or comments. While most outstanding issues and/or technical comments have been satisfactorily addressed, there remain additional minor issues and details needing to be addressed either on the civil drawings or on the plat documents.

Staff believes that each of these minor issues can be resolved prior to second reading of Ordinance Nos. 15, 16, and 17 and, importantly, prior to consideration by the Council on November 15th of the Development Agreement (Resolution No. 31) which is reliant on final, 100% construction drawings and cost estimates. Additionally, there remain issues and outstanding construction related details (County Road, Hwy. 24, ECO Bridge designs and cost estimates) which should remain as conditions of Final Plan approval.

Therefore, staff is still recommending approval with conditions of the Final Development Plan for PUD, Final Plat documents for the UPRR Property and for the Minturn North PUD Subdivision.

Staff commentary and recommendations related to the Minturn North PUD Development Agreement is being provided under cover of a separate memo from the Town Attorney.

**ANALYSIS:**

The ongoing review of the Minturn North Planned Unit Development is being facilitated in accordance with the Town of Minturn Municipal Code and land use regulations. The attached staff report from the Planning Department dated November 1, 2023, provides in depth background, analyses, and details related to the review of the proposal including recommendations regarding the proposal’s conformance with Final Plan and Final Plat standards and criteria, as well as recommended conditions of approval.

As mentioned, the Applicant has addressed a majority of outstanding issues and technical comments and the Town Attorney has worked diligently with the Applicant’s legal counsel to finalize covenant language as well as terms and conditions of the development agreement.

However, the following list reflects the remaining conditions of approval (as well as those that have been or will be resolved prior to 2<sup>nd</sup> reading – shown in strikethrough font) recommended

by Town staff that should be considered as part of any Final Development Plan for PUD and/or Final Plat approvals:

Ordinance No. 15 - Minturn North Final Development Plan for PUD:

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
- ~~2. The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations.~~
3. The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval.
4. The Applicant shall provide CDOT Notice to Proceed and complete construction offsite improvements within 3 years of final plat approval.
5. Provide final designs and cost estimates for the Eco Trails Game Creek bridge within one year and constructed within three years of final plat approval.
6. Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the EcoTrail Game Creek Bridge.
7. The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat. **Any revisions to 100 percent construction drawings and associated cost estimates as a result of any changes requested by ERWSD shall be added to the 100 percent construction drawings and cost estimates to be reviewed and approved by the Town Engineer.**
- ~~8. The Applicant shall work with the Town Attorney to update and revise the Declaration of Covenants, Conditions, Restrictions and Easements for Minturn North (CC&Rs) to ensure proper limitations on the scope and powers of any Home Owner's Association (HOA) created as part of the PUD. Specific focus on revisions to the CC&Rs should be aimed at reducing controls on design review and/or architectural control by the HOA Executive Board; use of individual properties for the keeping and storage of recreational equipment, recreational vehicles (RV's, trailers, vehicles), and personal items in keeping with the rest of the Town. Specific sections of the CC&Rs to be addressed and revised include Section 15 Use Restrictions, and Section 16 Miscellaneous Matters and Owner Acknowledgements.~~



Ordinance No. 16 - Union Pacific Railroad (UPRR) Subdivision Final Plat:

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
- ~~2. The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023.~~

Ordinance No. 17 - Minturn North PUD Subdivision Final Plat:

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering "Game Creek Existing Mudflow Analysis" specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
- ~~2. The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023.~~

**COMMUNITY INPUT:**

Public notice was provided in accordance with the Minturn Municipal Code as a matter of posting of the official agenda and packet materials for public review prior to the hearing, and following Section 16-21-610 Public notice.

**BUDGET / STAFF IMPACT:**

N/A.

**STRATEGIC PLAN ALIGNMENT:**

**PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT**

THE TOWN WILL SEEK TO MAKE **INFORMED, DATA-BASED DECISIONS** WITH A **STANDARD OF “DOING IT RIGHT.”** WITH AN **HONEST** APPROACH TO ALL ASPECTS OF LOCAL GOVERNMENT AND A FOCUS ON THE **PUBLIC PROCESS**, THE TOWN COUNCIL AND STAFF ARE COMMITTED TO SERVING MINTURN WITH THE HONESTY AND INTEGRITY EXPECTED OF A SMALL-TOWN GOVERNMENT.

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

The ability for Minturn to approach development as **resilient, sustainable, creative and diverse** will allow the town to continue embracing what has **“made Minturn, Minturn.”** The town can further leverage its crossroads location as a valley-wide benefit and **competitive advantage.**

**RECOMMENDED ACTION OR PROPOSED MOTION:**

1. Approve Ordinance No. 15 - Series 2023 on second reading.
2. Approve Ordinance No. 16 - Series 2023 on second reading.
3. Approve Ordinance No. 17 - Series 2023 on second reading.

**ATTACHMENTS:**

- Full Minturn North Final Plan and Final Plat Staff Report dated November 1, 2023
- Final Review Letter from Jeff Spanel, Town Engineer, Dated November 9, 2023
- Referral Comments from Colorado Geologic Survey, Dated October 23, 2023
- Written Public Comments
- Minturn North Final Development Plan for PUD - Updated Application Package
- Ordinance No. 15 - Series 2023 (Approval of Final Development Plan)
- Ordinance No. 16 - Series 2023 (Approval of UPRR Property Subdivision Final Plat)
- Ordinance No. 17 - Series 2023 (Approval of Minturn North PUD Subdivision Final Plat)

**Minturn Planning Department**  
Minturn Town Center  
301 Boulder Street  
Minturn, Colorado 81645



**Minturn Planning Commission**  
Chair – Lynn Teach  
Jeff Armistead  
Michael Boyd  
Amanda Mire  
Sage Pierson  
Tom Priest

**Minturn Town Council Public Hearing**

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**Minturn North Planned Unit Development**  
**Final Development Plan for PUD and Final Subdivision Plats**  
**Staff Report**

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**Hearing Date:** November 1, 2023  
**File Name/Process:** Minturn North PUD - Final Development Plan/Plat Review  
**Owner/Applicant:** Minturn Crossing, LLC  
**Representative:** Rick Hermes, Resort Concepts  
**Legal Description:** A parcel of land located in the NW ¼ of the NW ¼ of Section 26, Township 5 South, Range 81 West of the 6<sup>th</sup> Principal Meridian.  
**Existing Zoning:** Game Creek Character Area – Holding Zone  
**Approved Zoning:** Planned Unit Development (PUD) Overlay  
**Staff Members:** Scot Hunn, Planning Director  
Jeff Spanel, Town Engineer  
Michael Sawyer, Town Attorney  
  
**Recommendation(s):** **Approval, with Conditions**

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**I. Executive Summary:**

The following report has been prepared for the benefit of the Minturn Town Council, the Applicant, and the public as the Town of Minturn continues its review of the Minturn North Planned Unit Development (PUD).

## Summary of Request

Following the approval of the Minturn North Preliminary Development Plan for Planned Unit Development (PUD), Preliminary Subdivision Plats, and corresponding PUD Overlay Zoning by the Town of Minturn Town Council, (Resolution No. 19, Series 2023 and Ordinance No. 9, Series 2023, respectively) in July, 2023, and in accordance with Section 16-15-200 – *Final Plan for PUD*, of the Minturn Municipal Code (MMC), the Applicant, Minturn Crossing, LLC, requests review of the following Final Plan for PUD applications received by the Town in August 2023:

- The Minturn North Final Development Plan for PUD (Ordinance No. 15, Series 2023 - Attached for Council's consideration on First Reading)
- The Union Pacific Railroad (UPRR) Subdivision Final Plat (Ordinance No. 16, Series 2023 - Attached for Council's consideration on First Reading)
- The Minturn North PUD Subdivision Final Plat (Ordinance No. 17, Series 2023 - Attached for Council's consideration on First Reading)

The Final Development Plan, inclusive of the Minturn North PUD Guide and 100% construction level civil engineering drawing package, along with final subdivision plat documents, covenants, cost estimates, and corresponding Subdivision Improvements Agreement (SIA), will complete the PUD review and approval process to create thirty-nine (39) single-family residential lots on approximately 13.4 acres located within the Game Creek Character Area.

All final details, plans (inclusive of construction phasing plans), and construction cost estimates will be presented as part of a resolution to approve the SIA during Council's second reading of the attached ordinances.

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## Summary of Minturn North PUD Proposal and Preliminary Plan Approval

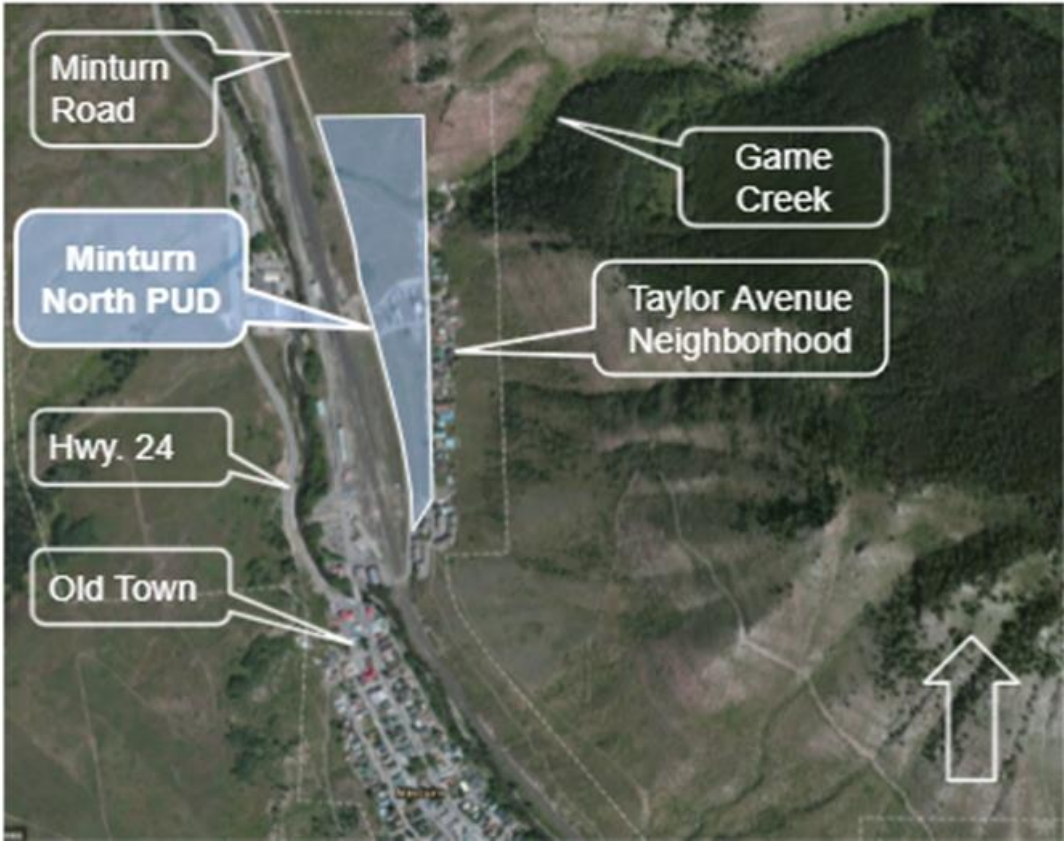
The Minturn North PUD has been planned and designed as a strictly residential neighborhood with lots, streets, sidewalks, trails, pathways, and various open spaces designed to closely complement and respect the scale and development pattern of the existing Taylor Avenue neighborhood as well as other established neighborhoods in Minturn.

The approved Preliminary Development Plan also provides amenities and off-site improvements to serve the project and the Town. The following narrative from the application's PUD Guide document sets forth the vision and intent for development of the PUD:

*"The Minturn North PUD transforms an 'infill' dormant property into a thoughtful, diverse and inclusive 39 single-family residential neighborhood. This PUD Guide seeks to acknowledge the rich heritage of the Town of Minturn by providing an appropriately scaled built environment interconnected by open space, play space, and connective circulation patterns. Minturn North resident lifestyle and service needs are provided within walking distance to the Town of Minturn core."*

- PUD Narrative by Applicant

The Minturn North PUD is situated on 13.4 acres of vacant lands south of Game Creek and owned by the Union Pacific Railroad (UPRR). These parcels were historically used for railroad activities. There are six mobile units currently in use on the subject property. These structures will be removed from the subject property as part of the initial construction activities associated with the Minturn North PUD.



**Figure 1: Minturn North PUD Vicinity Map**

The Minturn North PUD property has approximately .4 miles of frontage along Minturn Road and .38 miles of frontage along Taylor Avenue. It is surrounded by the following uses:

<b>North</b>	UPRR Property/Vacant
<b>South</b>	Private Residential/100 Block Downtown
<b>East</b>	Private Residential and Home Business Uses
<b>West</b>	Industrial/Commercial Uses (UPRR & Meadow Mountain Business Park)

The Minturn North PUD project is considered "infill" due, in part, to the historic zoning and use of the subject property and in relation to surrounding development patterns and land uses, available utilities and public services, and zoning.

The approved Preliminary Development Plan includes a total of 39 lots ranging from .099 acres (3,920 sq. ft.) to just over .20 acres (9,104 sq. ft.) in size, all accessed by Minturn Road, Taylor Avenue, or via a series of internal roads (4th Street, Miles End Lane, and Silverstar Trail) designed to Town standards.

The approved Preliminary Development Plan also includes three separate open spaces tracts within Planning Area 3, or "PA-3," that will provide open air, usable landscaped areas. Lots 1-33 will be subject to a transfer fee of one (1%) percent for any sales (initial sale and all subsequent sales) of units to non-resident purchasers, while Lots 34-39 will be subject to a deed restriction requiring local ownership and/or rental to local renters.

The Applicant/Developer, Minturn Crossing, LLC, proposes to develop the project infrastructure in a single phase. Additionally, the Applicant proposes to create a Homeowners Association to manage development and ongoing maintenance of the project. A previously proposed Minturn North Design Review Board was removed from the proposal as a condition of Preliminary Development Plan for PUD approval.

**Summary of the PUD Approval Process**

Final Plan and Final Subdivision Plat review before the Town of Minturn Town Council is the third and final step in the review and approval process necessary for the creation of a Planned Unit Development within the Town of Minturn. The following outlines the steps involved in the Town of Minturn PUD approval process:

1. Concept Development Plan Review *(Completed in Summer 2020)*
2. PUD Preliminary Development Plan Review *(Completed in Summer 2023)*
3. **Final Plan and Final Subdivision Plat for PUD (inclusive of Subdivision Improvements Agreement - NOW)**

The Final Plan review is a technical and detailed engineering, legal, and survey review of the final details of a proposed development plan, proposed subdivision plats, and associated development agreements. Details related to final plan and phasing documents, which result in cost estimates for all public and sometimes private improvements, establish how and when infrastructure will be constructed and financed.

Following review of the Minturn North Preliminary Development Plan for PUD before the Town of Minturn Planning Commission and Town Council in summer 2023, the Applicant submitted a largely complete and thorough Final Plan and Final Plat applications in August 2023. Since that time, the Applicant and Town staff have worked together to address outstanding issues and Preliminary Development Plan conditions of approval; and to ensure that all final documents are ready for adoption and approval by the Town.

The Minturn Municipal Code (MMC) requires review of the Final Plan, Final Subdivision Plat, and Subdivision Improvements Agreement (SIA) by the Town Council, while the Minturn Planning Commission is also charged with reviewing the Final Subdivision Plat document(s).

From a procedural standpoint, the Town Council is being asked to consider three ordinances on first reading - one for the Minturn North Final Development Plan for PUD; one for the "UPRR Final Subdivision Plat;" and another for the "Minturn North PUD Subdivision Final Plat" - while the SIA will be presented for consideration along with a resolution during the *second* reading of the three ordinances.

In accordance with the requirements of the Minturn Municipal Code (MMC), the Minturn Planning Commission reviewed the Final Subdivision Plat on October 11, 2023, and **forwarded a recommendation for approval of that document, with conditions.** A summary of the Planning Commission's review and recommendation is provided in Section II below.

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### Summary of Preliminary Plan Conditions of Approval – Applicant Responses

The Applicant has worked diligently with Town staff and Town consultants to address the conditions of approval that were attached to both the Preliminary Development Plan and the Preliminary Subdivision Plat. Below are the conditions and a response stating how the Applicant has addressed and resolved the conditions; or whether a condition is still outstanding.

Preliminary Plan Conditions of Approval:

- (1) The Applicant shall work with the Town Engineer prior to or concurrent with any Final Plan/Plat application to address referral comments related to further



evaluation of hazards that may impact final design of all civil engineering and/or subdivision design(s).

Staff Response:

Not completed/Outstanding. (See suggested Condition No. 1 page 23 of this report).

- (2) The Applicant shall work with the Town Engineer prior to or concurrent with any Final Plan/Plat application to adequately address all remaining technical plat and/or civil engineering details and suggested revisions outlined in letters from Intermountain Engineering dated May 22, 2023, and June 20, 2023.

Staff Response:

Complete or In Progress; to be completed prior to second reading of ordinance(s) and/or per timelines established by the Minturn North PUD Subdivision Improvements Agreement (SIA).

- (3) The Applicant shall work with the Town to finalize any/all outstanding issues related to the draft Subdivision Improvements Agreement and associated 100% construction level plans prior to or concurrent with Final Plan/Plat application submittal.

Staff Response:

Complete or In Progress; to be presented with the SIA and associated resolution during the second reading of ordinance(s).

- (4) The Applicant shall continue dialogue with the Town Engineer about potential improvements to Taylor Avenue in line with potential capital improvements as determined and approved by the Minturn Town Council as part of the Town of Minturn Capital Improvements Plan, as amended from time to time.

Staff Response:

Complete/Ongoing.

- (5) The Minturn North PUD shall use no more than 54 SFEs. Any unused SFEs shall be relinquished to the Town.

Staff Response:

Complete.

- (6) All Town of Minturn Waterwise Landscaping guidelines and requirements, as amended from time to time, shall be followed for individual lot landscaped design, irrigation and maintenance and all common area revegetation shall be limited to native, drought tolerant seed mixes.



Staff Response:

Complete. Addressed in PUD Guide and final plans and/or SIA.

- (7) All residential lots are to be limited to a maximum of 2,000 square feet of outdoor irrigation.

Staff Response:

Complete. Addressed in PUD Guide and final plans and/or SIA.

- (8) Any temporary irrigation necessary to reestablish and revegetate all disturbed areas and/or common areas shall be limited on an annual basis to no more than 50,000 square feet.

Staff Response:

Complete. Addressed in PUD Guide and final plans and/or SIA.

- (9) Lot and impervious coverage limits prescribed within the Minturn North PUD Guide shall be reduced as follows:
  - (a) Lots 1-33: Lot Coverage reduced from 60% to 50%; Impervious Coverage reduced from 65% to 60%.
  - (b) Lots 34-39: Lot Coverage reduced from 70% to 50%; Impervious Coverage from 75% to 65%.

Staff Response:

Complete. Addressed in PUD Guide and final plans.

- (10) The Applicant shall work with the Town prior to any Final Plan/Plat application to update plans to add three (3) walkway connections and to provide details for materials and construction. Any plan details for additional trail connections added within the PUD shall be accompanied by engineer estimates of probable costs (to be included in Final Plan Subdivision Improvement Agreement documents) and shall include the following:
  - (a) One (1) at the end of Miles End Lane access driveway serving Lots 6 and 7, connecting to Taylor Avenue.
  - (b) One (1) at the cul-de-sac of Miles End Lane connecting to the ECO Trail along Minturn Road.
  - (c) One (1) at the southern end of Miles End Lane connecting to Taylor Avenue.

Staff Response:

Complete. Addressed in PUD Guide and final plans and/or SIA.

- (11) The Applicant shall eliminate the Minturn North Design Review Board (DRB) from the PUD.

Staff Response:

Complete.

- (12) Current parking conditions along the West side of Taylor Avenue and within the Taylor Avenue Right-of-Way shall be maintained.

Staff Response:

Complete. The Applicant has worked with the Town to address and redesign additional parking along Taylor Avenue in areas that are within the Town's Taylor Avenue Right-of-Way and/or areas within the PUD where the Applicant will provide parking easements.

- (13) The Applicant shall revise and update the Minturn North PUD Guide and/or project covenants and declarations to allow for outdoor play equipment such as trampolines.

Staff Response:

Complete.

- (14) The Applicant shall work with the Town prior to or concurrent with any Final Plan for PUD submission to refine fencing guidelines and/or restrictions within the Minturn North PUD Guide and/or project covenants prior to or concurrent with any Final Plan for PUD submission.

Staff Response:

Complete.

- (15) The Applicant shall work with the Town prior to or concurrent with any Final Plan for PUD submission to determine locations where on street parking may be accommodated on or along Minturn Road.

Staff Response:

Complete.

- (16) The Applicant shall facilitate additional review of any Final Plan/Plat documents with the Eagle River Fire Protection District prior to or concurrent with any Final Plan for PUD submission, to specifically confirm maneuverability, turn-arounds, and fire hydrant location.

Staff Response:

Complete.

- (17) The Applicant shall revise and update the Minturn North PUD Guide and/or project covenants prior to or concurrent with any Final Plan for PUD submission to limit construction hours to Mon-Sat 7am to 6pm, with indoor work permitted on Sundays.

Staff Response:  
Complete.

- (18) The Applicant shall work with the Town prior to or concurrent with any Final Plan for PUD submission to address Short Term Rentals (STRs) within the PUD.

Staff Response:  
Complete.

- (19) The Applicant shall revise the Final Plat document as well as the Minturn North PUD Guide and/or project covenants to remove the "Dedication Parcel" from the PUD boundaries.

Staff Response:  
Complete.

- (20) The Applicant shall revise the PUD Final Plan documents to include a Wildlife Mitigation Plan pursuant to Appendix "O" of the PUD Preliminary Plan application, to be reviewed and approved by Colorado Parks and Wildlife (CPW) prior to or concurrent with any Final Plan/Plat application submission.

Staff Response:  
Complete.

Preliminary Plat Conditions of Approval:

- (1) The Applicant shall work with Town staff to update the Updated Preliminary Plat prior to or concurrent with any Final Plan/Plat application to address any/all outstanding technical and/or legal requirements as noted in previous staff and consultant referral comments.

Staff Response:  
Complete or Ongoing; few minor issues to be addressed and corrected prior to second reading of ordinances.

- (2) The Applicant revise the Updated Preliminary Plat to add language specific to Tracts B and E, "Open Space," as well as Tract C, "Dedication Parcel," to reference and provide for snow storage uses.

Staff Response:  
Complete.

- (3) The Applicant revise the Updated Preliminary Plat to add language and/or easements permitting public access on, over and through Tract D "R-O-W" for

Miles End Lane, as well as Tract G "Right of Way," and associated "Access, Utility and Drainage" easement for Silver Star Trail.

Staff Response: Complete.

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## Summary of Outstanding Issues and Recommended Conditions of Approval

### Geotechnical Recommendations:

As part of the Preliminary Development Plan for PUD approval, the Town required that the Applicant work with the Town Engineer to address previously identified areas of concern related to potential mud and debris flow hazards associated with the Game Creek Drainage.

This issue – the possibility of a mud and/or debris flow event originating within the Game Creek Drainage and potentially impacting existing homes located within the Taylor Addition as well as the northernmost portion of the Minturn North PUD – had been raised by three consultants/firms hired by the Applicant (CTL Thompson, Kumar & Associates, and Wright Water Engineers) as part of the Preliminary Plan application. Various soils & foundation investigations, geotechnical hazards/mudflow evaluations, and drainage reports prepared by these firms identified the potential for mud and debris flows within the Game Creek Drainage and specifically recommended additional evaluation of mudflow and debris flow hazard as a means to assess the efficacy of the mud/debris flow deflection berm and drainage structures proposed within the PUD civil engineering plans.

The Colorado Geological Survey (CGS) reviewed the Preliminary Plan and associated reports and evaluations as part of the Preliminary Plan referral process, and, ultimately, the Town approved the Preliminary Development Plan for PUD with the following condition to allow the Applicant an opportunity to perform additional evaluation:

*"The Applicant shall work with the Town Engineer prior to or concurrent with any Final Plan/Plat application to address referral comments related to further evaluation of hazards that may impact final design of all civil engineering and/or subdivision design(s)."*

In response to this condition, the Applicant re-engaged Wright Water Engineers and also asked Boundaries Unlimited – the project civil engineering consultant – to provide further commentary and analysis of the potential mudflow/debris flow hazard and the proposed mitigation. Both consulting firms provided additional letters regarding their independent opinions of the issue. Both letters were re-referred to CGS as part of the Final Development Plan for PUD referral process. CGS provided a response in a letter

addressed to Scot Hunn dated October 23, 2023 (attached) which recommends and reiterates that additional flood/mudflow/debris flow & inundation hazards and risk analyses be performed and that such studies and analyses include or address "10-, 25-, and 100- year storm events" to justify the proposed mitigation (berm and drainage ditches) and to ensure that the design of any mitigation is such that a flood, mudflow, or debris flow event does not exacerbate potential hazards to other properties or roads.

Based on CGS referral responses, staff are of the opinion that the Applicant has not adequately addressed previously identified issues and specific recommendations related to the potential for mud and/or debris flow hazards that may affect the subject property.

Therefore, staff is unable to make a positive finding related to Final Development Plan for PUD Standard Number

That being said, staff are not aware of any other hazards or environmental issues or concerns that have not been addressed, or which could not be addressed during the construction process (e.g., requiring site specific geotechnical investigations for each building site as part of the building design and permitting process as is typical in Eagle County). Additionally, the Applicant has provided language to be included in closing documents provided to buyers of future lots which discloses potential hazards.

Therefore, while staff believes that the issues identified by the Applicant's own consultants as well as CGS are of major concern – to be addressed prior to any final action is taken on the Final Development Plan application or any subdivision plat that creates developable lots - should the Town Council wish to approve the Minturn North Final Development Plan for PUD (including final subdivision plats) and, specifically, to be able to make a positive finding for approval criteria "k" and "m," staff recommends the following condition of approval:

Condition	The Applicant shall provide, and the Town of Minturn shall review and approve additional flood, mudflow, and/or debris flow hazards evaluation(s), report(s) and/or studies prepared by a professional geotechnical engineer licensed in the State of Colorado and specifically related to the Game Creek Drainage and associated alluvial fan areas occurring within the Minturn North PUD boundaries. Such evaluation(s), report(s) and/or studies shall specifically evaluate and assess the risk of potential flood, mudflow, and/or debris flow events, as well as the efficacy of proposed mitigation design and construction. Such evaluation(s), report(s), and/or studies shall be reviewed and approved; and any revisions to proposed mitigations shall be designed and submitted for review and approval by the Town and/or it's consultants prior to the recording of the UPRR Subdivision Final Plat and/or the Minturn North PUD Subdivision Final Plat.
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Town Engineer Outstanding Issues:

A crucial element of any Final Plan for PUD and Final Subdivision Plat approval process focuses on the review and approval of final, 100% construction level civil engineering drawings which should reflect and respond to conditions of Preliminary Plan/Plat approval (i.e., conditions requiring technical engineering, legal, and/or surveying revisions to PUD documents) and which then form the basis for final cost estimates (which will be collateralized) for public improvements necessary to support the PUD.

The Applicant has worked closely with Jeff Spanel and Intermountain Engineering, the Town Engineer, to various rounds of comments related to civil engineering drawings and proposed subdivision plat documents. The Town Engineer provided final comments on October 24, 2023, (attached). The Applicant met with Town staff on Thursday, October 26, 2023, to discuss and resolve a majority of the issues listed on the Town Engineer's comment letter as well as a response letter submitted by the Applicant on October 25, 2023 (attached). Following that meeting, the following list represents those issues that still need to be fully addressed.

- Final design and cost estimates for paving of County Road 14 north of the Minturn North PUD boundary.
- EcoTrails Game Creek bridge crossing (still in the design phase).
- Hwy. 24 Turn Lanes (need updated cost estimates).
- Hazards Analysis (see Final Development Plan for PUD Condition No. \_).
- Grading and drainage on UPRR property (Applicant working with Town Attorney to draft language in CC&Rs/agreements to allow the Town emergency access on UPRR properties outside the PUD boundaries if needed).
- CDOT: notice to proceed from CDOT with improvements authorized with access permitting still outstanding.
- EcoTrail: need final plans for Game Creek bridge crossing as well as evidence of Army Corps of Engineers approval/permitting.
- Eagle River Water and Sanitation District Final Approval and Ability to Serve: need to provide evidence of final approval by ERWSD.

Staff believes several or most of these issues and details/corrections are minor in nature and/or can be addressed prior to second reading of the ordinances, while one (hazard evaluations) should be completed as a condition of approval prior to recording of any final plats. Based on the above outstanding issues and corrections needing to be made, staff recommends the following conditions:

Condition	The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations.
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Condition	The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval.
Condition	The Applicant shall provide CDOT Notice to Proceed and construct offsite improvements within 3 years of final plat approval.
Condition	Provide final designs and cost estimates for the Eco Trails Game Creek Bridge.
Condition	Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the EcoTrail Game Creek Bridge.
	The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat.

**Summary of Staff Recommendation(s)**

Based upon the review of the Final Plan for PUD and Final Subdivision Plat application(s), staff is **recommending**:

1. **Approval** of the Minturn North Final Development Plan, with conditions.
2. **Approval** of the "UPRR Final Subdivision Plat," with conditions.
3. **Approval** of the "Minturn North PUD Final Subdivision Plat," with conditions.

**Report Organization**

The remainder of this report briefly summarizes and addresses:

<b>Section II</b>	A summary of the Planning Commission's recommendations
<b>Section III</b>	Summary of PUD Process, Final Plan Review, and Code Requirements
<b>Section IV</b>	Zoning Analysis
<b>Section V</b>	Summary of Staff Findings - Final Plan and Final Plat Conformance
<b>Section VI</b>	Outstanding Issues
<b>Section VII</b>	Summary of Recommendations and Suggested Motions
<b>Section VIII</b>	Attachments



**II. Summary of Planning Commission Review and Recommendation:**

As outlined above in this report, the Minturn Municipal Code requires review of Final Subdivision Plats by the Minturn Planning Commission, while the Minturn Town Council is responsible for review of all Final Development Plan for PUD, Final Subdivision Plat, and Subdivision Improvements Agreement applications.

The Planning Commission reviewed the "UPRR Final Subdivision Plat" (to create two salable parcels) and the "Minturn North PUD Final Subdivision Plat" (to create the proposed 39-lot residential neighborhood) on October 11, 2023. Following a public hearing where the Commission **forwarded a recommendation for approval for both documents, with no conditions** based on a determination that the plat(s) conformed to the Preliminary Plat documents that were reviewed and ultimately approved by the Town in July 2023, as well as the Town's subdivision standards.

**III. PUD Process and Code Requirements:**

**Planned Unit Development (PUD) Approval Process**

As noted above, the Applicant is requesting review of a Final Development Plan for PUD and Final Subdivision Plat for a new PUD pursuant to Section 16-15-200 – *Final plan for PUD*. This is the third and final step in the review of the proposed PUD and is characterized as a highly technical review of final construction documents, detailed construction cost estimates, legal documents (plat, HOA documents, and SIA), and financial guarantees.

It is worth noting that Preliminary Plan for PUD review which occurred in the summer of 2023 was the stage of review when the Town reviewed detailed plans and reports, confirmed conformance with the Town's development standards and master plan policies, and, ultimately, approved the PUD zoning with a list of conditions that the Applicant has worked with the Town to address during the final plan process.

**Final Plan for PUD - Review Purpose and Criteria**

Section 16-15-200 provides the following description of the Final Development Plan review purpose and process:

*A final development plan for the PUD shall be reviewed pursuant to the **same standards applicable to a preliminary development plan for the PUD. The final development plan for the PUD shall be reviewed by the Town Council at a public hearing and shall be approved by ordinance.** Submission of the final development plan application should occur no more than two (2) years after the approval of the preliminary plan. An extension can be granted requiring a clear statement explaining the reason for an extension. Failure to do so will result in the plan proceeding through the preliminary plan process again for explanation and*



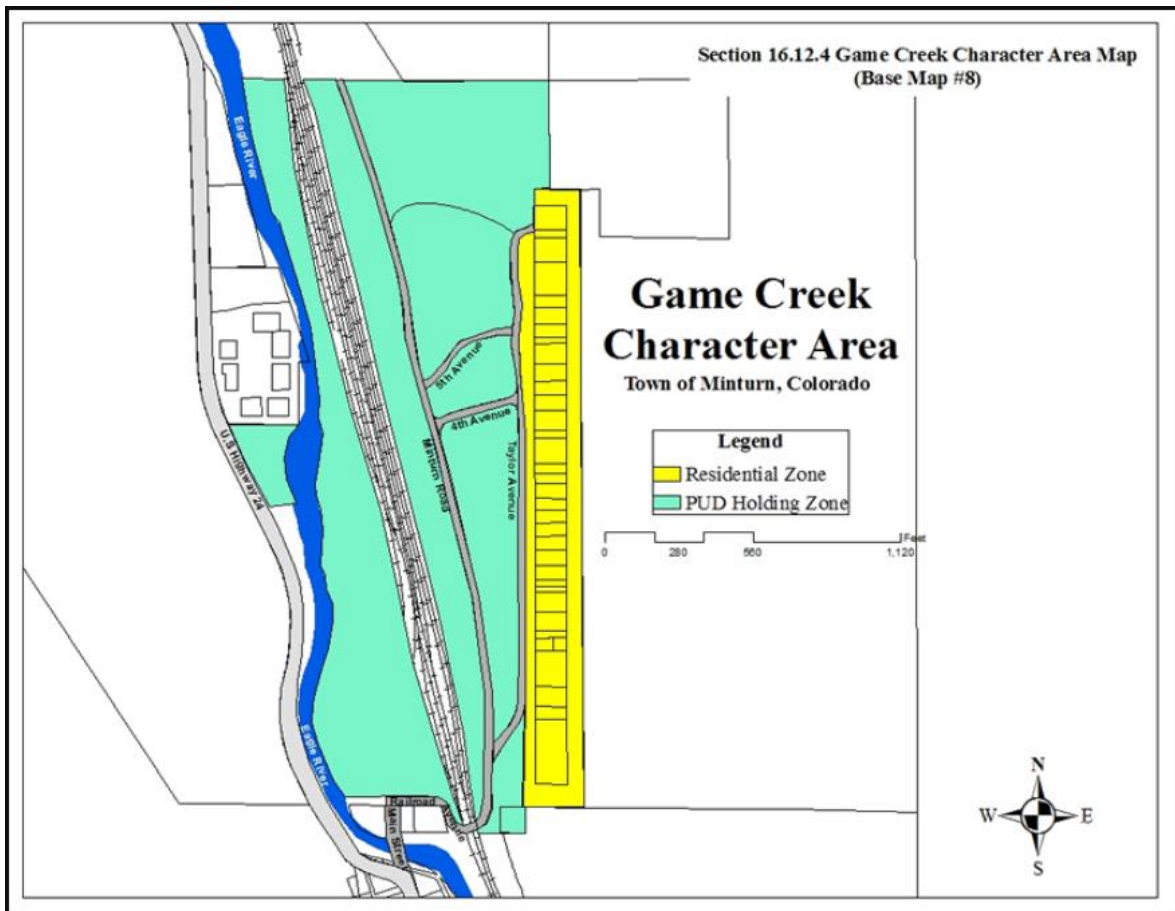
approval. Approval of the final development plan PUD zone shall be considered as satisfying the final development plan requirements of the Town PUD regulations and subdivision regulations."

**Section 16-15-140 – Preliminary development plan submittal requirements.**

As noted above, final plans are reviewed utilizing the same criteria and standards applicable to a Preliminary Plan for PUD review which are elaborated on in Section V - Staff Analysis and Findings, of this staff report.

**IV. Zoning Analysis:**

The Minturn North Planned Unit Development (PUD) property is located within the "Game Creek Character Area." The property was previously zoned within the "PUD Holding Zone District;" however, upon approval of the PUD Preliminary Plan, the Minturn North property is now officially zoned as the "Minturn North PUD Overlay Zone District."



**Figure 2: Game Creek Character Area Zoning Map**

The following excerpts from the Minturn Municipal Code (MMC) provide background information regarding the Game Creek Character Area as well as the purpose of the Planned Unit Development (PUD) overlay zone district. Section 16-12-10 – *Character Area Characteristics* of the Minturn Municipal Code (MMC) describes the railroad property located on the north side of Town as follows:

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

Section 16-12-30 - *Game Creek PUD Holding Zone* of Minturn's Town Code provides the following general description of the site:

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

The MMC provides further direction as to the Town's stated goals for redevelopment and future use of the railroad properties:

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

**V. Summary of Staff Findings - Final Plan and Final Plat Conformance:**

The following section outlines the evaluation criteria that the Town Council must consider in any action to approve, approve with conditions, deny, or table/continue the Minturn North Final Development Plan for PUD and associated Final Subdivision Plat(s).

**Note:** Pursuant to the Minturn Municipal Code, Final Development Plans for PUDs are to be reviewed in accordance with Preliminary Plan for PUD criteria and standards.

**Final (Preliminary) Development Plan for PUD Evaluation Criteria:**

- 1. *Final (Preliminary) development plan evaluation criteria:*
  - a. *The resulting development will be consistent with the Community Plan and the proposed PUD reflects the character of the Town.*

**Staff Response/Finding:**

The Final Plan addresses and responds to a majority of the Community Plan goals. Further, the plans have not changed in any substantive way since the Town found the PUD in conformance with Preliminary Plan for PUD criteria and standards - specifically consistency with the Community Plan - in July 2023.

- b. *The area around the development can be planned to be in substantial harmony with the proposed PUD.*

**Staff Response/Finding:**

The PUD has been planned and laid out to be harmonious with the surrounding neighborhood and the applicant has worked with the Town and service providers to address needed improvements to public infrastructure. The surrounding area is developed, and the project is considered "infill." The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in July 2023, other than to work through final (100%) construction details to address Preliminary Plan conditions of approval.

- c. *The adjacent and nearby neighborhoods will not be detrimentally affected by the proposed PUD.*

**Staff Response/Finding:**

The Final Plan is an infill development that meshes well with the adjacent Taylor Avenue and Minturn Towne Homes neighborhoods

and was deemed to not be detrimental to the surrounding area during the approval of the Minturn North Preliminary Development Plan for PUD. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in July 2023.

- d. *The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences with the surrounding area.*

**Staff Response/Finding:**

The Final Plan proposes lot standards and height restrictions exceedingly similar to the Town's existing requirements, with the biggest difference or variation being proposed lot and impervious coverage maximums. As ultimately determined by the Planning Commission and Town Council during their respective reviews of the Minturn North Preliminary Development Plan for PUD in June and July 2023, the proposed variations are warranted. The plans and proposed development standards for the PUD have not changed in any substantive manner since the Preliminary Development Plan was approved in July 2023.

- e. *The PUD can be completed within a reasonable period of time, which shall be determined prior to final approval of the PUD.*

**Staff Response/Finding:**

Staff believes the PUD can be completed within a reasonable time frame and the timing of infrastructure is planned to be completed in one phase. Final details - including review comments and recommendations from the Town Attorney - regarding phasing of infrastructure and the financial guarantees necessary to complete the project are being presented with the Final Plan, Final Subdivision Plat, and SIA with cost estimates and financial guarantees.

- f. *The PUD provides for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.*

**Staff Response/Finding:**

The Minturn North PUD does not border the Eagle River, however the approved PUD zoning and development standards include setbacks and restrictions on use/development within the Game Creek riparian areas and 30-foot live stream setback areas, as well as vastly improved drainage and stormwater management improvements within and outside of the PUD boundaries.

*g. The residents of the PUD have easy access to recreational amenities.*

**Staff Response/Finding:**

The PUD is situated at the base of Game Creek and the Game Creek trailhead; is within walking, biking, or driving distance to several thousand acres of public lands and trails; and provides internal open spaces that can be used for open air active or passive recreation. Additionally, the Applicant intends to deed a 1-acre parcel (the "Dedication Parcel") to the Town of Minturn for its use and discretion. Discussions with the Council and the public have centered on the potential use of the Dedication Parcel for open space/park uses as well as potential employee housing.

*h. Any increase in density proposed above what is permitted in the underlying zone shall be mitigated by increasing the land dedications to open space, recreational amenities or other public facilities and services.*

**Staff Response/Finding:**

The approved Preliminary Development Plan for PUD proposed densities in line with the surrounding Game Creek Character Area Residential Zone District. Importantly, the underlying zone district prior to the establishment of the Minturn North PUD Overlay Zone District was "PUD Holding Zone" which had no underlying density or development standards.

*i. Any proposed commercial or industrial development can be justified.*

**Staff Response/Finding:**

No commercial or industrial development is proposed in this PUD.

*j. The streets are adequate to support the anticipated traffic, and the development will not overload the streets outside the planned area.*

**Staff Response/Finding:**

The PUD is proposing streets that are adequate to support the anticipated traffic, and CDOT has issued access permits and corresponding notices to proceed for the project.

*k. Proposed utility and drainage facilities are adequate for the population densities and type of development proposed.*

**Staff Response/Finding:**

The Final Development Plans and Final Subdivision Plat documents have been thoroughly reviewed to ensure that utility and drainage plans and facilities are properly planned, scaled, and engineered for

the proposed type and number of buildings and people who will occupy the PUD. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in July 2023.

However, the Preliminary Plan was approved with a condition requiring additional evaluation of mudflow/debris flow hazards and the adequacy of proposed mitigation (berm and drainage facilities). This item is outstanding, and staff are unable to make a positive finding for this criteria.

- l. Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the specific characteristics of the subject land.*

**Staff Response/Finding:**

Staff believes that the proposed density and intensity of use conforms to the Community Plan; is similar to the surrounding uses as shown on the Official Zone District Map; and is appropriate for this location as an infill project served by existing infrastructure and transit. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in July 2023.

- m. A favorable finding is made on the environmental assessment or environmental impact report.*

**Staff Response/Finding:**

An environmental assessment was provided and reviewed with the Minturn North Preliminary Development Plan for PUD application. The assessment – which includes geotechnical, soils, and hazard analyses – was reviewed by the Town staff and consultant team during the Preliminary Plan review and was found to be in general conformance with the Town's standards. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in July 2023.

However, the Preliminary Plan was approved with a condition requiring additional evaluation of mudflow/debris flow hazards and the adequacy of proposed mitigation (berm and drainage facilities). This item is outstanding, and staff are unable to make a positive finding for this criteria.



- n. *The preliminary plan for PUD shall comply with the following open space and recreation standards:*
- i. *A minimum of twenty-five percent (25%) of the gross land area shall be reserved for common recreation and usable open space. Parking areas, street rights-of-way and minimum yard setbacks shall not be counted when determining usable open space. Water bodies, lands within critical wildlife habitat, riparian ecosystems and one-hundred-year floodplains that are preserved as open space shall count towards this minimum standard, even when they are not usable by or accessible to the residents of the PUD.*
  - ii. *All common open space and recreational facilities shall be shown on the preliminary plan for PUD and shall be constructed and fully improved according to the development schedule established for each development phase.*
  - iii. *All privately owned common open space shall continue to conform to its intended use, as approved in the preliminary plan. To ensure that all the common open space identified in the preliminary plan will be used as common open space, restrictions and/or covenants shall be placed in each deed to ensure their maintenance and to prohibit the division of any common open space.*

**Staff Response/Finding:**

The Final Plan indicates that areas within the PUD will be provided with internal sidewalks, open spaces and usable park areas as well as individual yard spaces surrounding each unit. The open space exceeds the minimum percentage recommended in the Minturn Municipal Code. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in July 2023.

**Final Plat:**

Section 17-6-30 - *Final Subdivision Plat; Town Council review*, of the Minturn Municipal Code outlines the following standards or criteria for the Town Council's review of the Final Plat:

*“Subsequent to the Planning Commission’s determination that the final subdivision plat meets the requirements for approval, the proper signatures shall be affixed to the plat. At a public hearing, the Town Council shall review the plat and proposed subdivision agreement, which shall include any legal, financial or other agreements between the subdivider and the Town. Public notice shall be given at least ten (10) days in advance of such hearing. Upon approval of such plat and agreement, the Town Council shall enact an ordinance authorizing Town Council certification of the plat accepting any dedications shown thereon. The Town Council shall also authorize the staff to draft a subdivision agreement, which shall include any legal, financial or other agreements between the subdivider and the Town and which shall*

*include such conditions as the Town Council finds necessary to ensure that the proposed subdivision complies with the Town's regulations, goals, policies and plans. The plat and subdivision agreement shall be recorded with the County Clerk and Recorder within thirty (30) days of Town Council certification. If the proposal is denied, the Town Council shall state the specific reasons for denial based on standards found herein."*

**Staff Response:**

Staff suggests that the Final Plats (UPRR and Minturn North PUD Subdivision Plats) conform to the purpose and intent of Chapter 17, Subdivisions, as well as the specific, technical plat requirements and that the plat meets the Town's requirements for approval. Review of the plats has gone hand in hand with review of the Final Development Plan for PUD wherein the Town, its consultants, and external referral agencies have provided comments and recommendations that have been incorporated into the final plans for the development.

However, staff is recommending a condition of Final Plat approval – for both subdivision plats - requiring additional evaluation of mud/debris flow hazards and the adequacy of design for deflection berms proposed along Game Creek.

**VII. Staff Recommendations and Suggested Conditions:**

**Final Analysis and Staff Recommendation:**

Staff believes the Minturn North Final Development Plan for PUD **conforms** with a preponderance of Town goals and policies and complies with applicable standards for approval of a Final Plan for PUD. Likewise, the subdivision plats submitted to create UPRR parcels and then to subdivide "Parcel 1" of the UPRR subdivision to create the Minturn North PUD Subdivision, also **comply** or, with conditions, can be made to fully comply, with the Town's subdivision regulations and legal requirements.

However, one significant issue related to additional hazards analysis prevents staff from making positive findings for all required approval criteria.

Therefore, staff strongly recommends that any approval of the Minturn North Final Development Plan for PUD and/or associated Final Subdivision Plats be conditioned to require further evaluation of geotechnical hazards.

Staff is recommending approval of the Minturn North Final Development Plan for PUD, the UPRR Subdivision Final Plat, and the Minturn North PUD Subdivision Final Plat, with conditions.

The following suggested conditions for each of the three ordinances needed for final approval are provided in the event the Town Council takes action to approve the Final Development Plan and/or associated Final Subdivision Plats for the PUD.



Please note: the ordinances are presented in numerical order based to ensure that the plat ordinances are approved in the correct sequence (to create UPRR parcels prior to approving Minturn North PUD subdivision lots).

**Suggested Motions - Alternatives:**

The Town Council is being asked to consider three ordinances - Ordinance No. 15, Series 2023; Ordinance No. 16, Series 2023; and Ordinance No. 17, Series 2023 on first reading.

Staff recommends conditions of approval for each ordinance. Staff suggests that, with the exception of a suggested condition requiring additional hazards analyses, these suggested conditions reflect minor issues that can either be addressed prior to any second reading of the ordinances or prior to construction and securitization of certain public improvements such as the EcoTrails bridge, paving of County Road 14, or turn lanes on Hwy. 24.

The following suggested motion language is offered to assist the Town Council:

**Ordinance 15 - Series 2023: Minturn North Final Plan Development Plan for PUD:**

**Approval:**

"I move the Minturn Town Council approve Ordinance 15 - Series 2023: Minturn North Final Development Plan for PUD, on first reading because the Final Development Plan conforms to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan."

**Approval with Conditions:**

"I move the Minturn Town Council approve, with conditions, Ordinance 15 - Series 2023: Minturn North Final Development Plan for PUD on first reading, because the Final Plan conforms, as conditioned, to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan."

1. The Applicant shall provide, and the Town of Minturn shall review and approve additional flood, mudflow, and/or debris flow hazards evaluation(s), report(s) and/or studies prepared by a professional geotechnical engineer licensed in the State of Colorado and specifically related to the Game Creek Drainage and associated alluvial fan areas occurring within the Minturn North PUD boundaries. Such evaluation(s), report(s) and/or studies shall specifically evaluate and assess the risk of potential flood, mudflow, and/or debris flow events, as well as the efficacy of proposed mitigation design and construction. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer; and any revisions to proposed mitigations shall be designed and submitted for review and approval by the Town and/or it's

- consultants prior to the recording of the UPRR Subdivision Final Plat and/or the Minturn North PUD Subdivision Final Plat.
2. The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations.
  3. The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval.
  4. The Applicant shall provide CDOT Notice to Proceed and complete construction offsite improvements within 3 years of final plat approval.
  5. Provide final designs and cost estimates for the Eco Trails Game Creek bridge within one year and constructed within three years of final plat approval.
  6. Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the EcoTrail Game Creek Bridge.
  7. The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat.

**Denial:**

"I move the Minturn Town Council to Deny Ordinance 15 - Series 2023: Minturn North Final Development Plan for PUD, because the Final Plan does not conform to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan."

**Continuance:**

"I move the Minturn Town Council to continue Ordinance 15 - Series 2023: Minturn North Final Development Plan for PUD to [a date certain]."

**Ordinance 16 - Series 2023, Minturn North PUD Subdivision Final Plat:**

**Approval:**

"I move the Minturn Town Council Approve Ordinance 16 - Series 2023, Minturn North PUD Subdivision Final Plat on first reading because the Final Subdivision Plat conforms to the Preliminary Plat, as well as applicable criteria and standards of the Minturn Municipal Code."

**Approval**

**with**

**Conditions:**

"I move the Minturn Town Council Approve, with conditions, Ordinance 16 - Series 2023, Minturn North PUD Subdivision Final Plat, on first reading, because the Final Subdivision Plat conforms to the Preliminary Plat, as conditioned, and to the applicable criteria and standards of the Minturn Municipal Code:

1. The Applicant shall provide, and the Town of Minturn shall review and approve additional flood, mudflow, and/or debris flow hazards evaluation(s), report(s) and/or studies prepared by a professional geotechnical engineer licensed in the State of Colorado and specifically related to the Game Creek Drainage and associated alluvial fan areas occurring within the Minturn North PUD boundaries. Such evaluation(s), report(s) and/or studies shall specifically evaluate and assess the risk of potential flood, mudflow, and/or debris flow events, as well as the efficacy of proposed mitigation design and construction. Such evaluation(s), report(s), and/or studies shall be reviewed and approved by the Town Engineer and the Colorado Geological Survey; and any revisions to proposed mitigations shall be designed and submitted for review and approval by the Town and/or its consultants prior to the recording of the UPRR Subdivision Final Plat and/or the Minturn North PUD Subdivision Final Plat.
2. The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023.

**Denial:**

"I move the Minturn Town Council to deny Ordinance 16 - Series 2023, Minturn North PUD Final Subdivision Plat, because the Final Subdivision Plat does not conform to the Preliminary Plat and/or applicable criteria and standards of the Minturn Municipal Code."

**Continuance:**

"I move the Minturn Town Council to continue Ordinance 16 - Series 2023, Minturn North PUD Final Subdivision Plat to [a date certain]."

**Ordinance 17 - Series 2023, UPRR Subdivision Final Plat:**

**Approval:**

"I move the Minturn Town Council Approve Ordinance 17 - Series 2023, UPRR Subdivision Final Plat, on first reading because the Final Subdivision Plat conforms to the Preliminary Plat, as well as applicable criteria and standards of the Minturn Municipal Code."

**Approval**

**with**

**Conditions:**

"I move the Minturn Town Council Approve, with conditions, Ordinance 17 - Series 2023, UPRR Subdivision Final Plat, on first reading, because the Final Subdivision Plat conforms to the Preliminary Plat, as conditioned, and to the applicable criteria and standards of the Minturn Municipal Code:

1. The Applicant shall provide, and the Town of Minturn shall review and approve additional flood, mudflow, and/or debris flow hazards evaluation(s), report(s) and/or studies prepared by a professional geotechnical engineer licensed in the

State of Colorado and specifically related to the Game Creek Drainage and associated alluvial fan areas occurring within the Minturn North PUD boundaries. Such evaluation(s), report(s) and/or studies shall specifically evaluate and assess the risk of potential flood, mudflow, and/or debris flow events, as well as the efficacy of proposed mitigation design and construction. Such evaluation(s), report(s), and/or studies shall be reviewed and approved by the Town Engineer and the Colorado Geological Survey; and any revisions to proposed mitigations shall be designed and submitted for review and approval by the Town and/or its consultants prior to the recording of the UPRR Subdivision Final Plat and/or the Minturn North PUD Subdivision Final Plat.

- 2. The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023.

**Denial:**

"I move the Minturn Town Council to deny Ordinance 17 - Series 2023, UPRR Subdivision Final Plat, because the Final Subdivision Plat does not conform to the Preliminary Plat and/or applicable criteria and standards of the Minturn Municipal Code."

**Continuance:**

"I move the Minturn Town Council to continue Ordinance 17 - Series 2023, UPRR Subdivision Final Plat to [a date certain]."

**VIII. Attachments:**

- A. Review Letter by Town Engineer Dated October 24, 2023
- B. Review Letter by Colorado Geological Survey Dated October 23, 2023
- C. Final Minturn North Application (PUD Guide, CC&Rs, Reports & Final Plats)
- D. Ordinance No. 15, Series 2023
- E. Ordinance No. 16, Series 2023
- F. Ordinance No. 17, Series 2023



November 8, 2023

Mr. Scot Hunn  
Town of Minturn  
PO Box 309  
Minturn CO 81645  
Via email: [planner1@minturn.org](mailto:planner1@minturn.org)

RE: Minturn North PUD  
Final Plan Review – outstanding items  
Project No. 19-0064

Dear Scot:

We reviewed the revised Final PUD Development Plan Application delivered November 7, 2023, for Minturn North PUD. Our review compared the submittal with the engineering requirements of Conditions of Approval from the November 1, 2023, Town Council meeting, the Final Plan requirements of Section 16-15-200; and Final Plat Application requirements of Section 17-6-40 of the Minturn Municipal Code (MMC):

**The following is a list of the outstanding engineering items:**

**Grading & Drainage Plan:**

1. Wright Water Engineering is preparing a mudflow analysis for the Applicant. The study will be reviewed and submitted to the Colorado Geological Survey on receipt.
2. A Storm Water Discharge Permit from the Colorado Department of Public Health & Environment is required prior to construction.

**Road Plans**

**1. Minturn Road:**

- a. Applicant will provide 100% construction level plans and cost estimates for the extension of Minturn Road within one year and construct the improvements within three years of final plat approval.

**2. Minturn Trail:**

- a. The proposed cross section of the trail is a 10.0' asphalt platform with 6" gravel *shoulders*. *Chapter 4 of the "Eagle County Regional Trails Plan (Trails Design and Construction Standards)" requires the typical section to have a 10' platform with a minimum of 1' wide shoulders.*

**VAIL VALLEY OFFICE**  
30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

**DENVER OFFICE**  
9618 Brook Hill Lane | Lone Tree, CO 80124

**970.949.5072 | [info@inter-mtn.net](mailto:info@inter-mtn.net)**

- b. Structural plans for the bridge crossing Game Creek will be submitted within one year and improvements constructed within three years of final plat approval.
  - c. The bridge will impact wetland vegetation and Applicant must provide Army Corps of Engineer approvals prior to the start of construction.
3. **CDOT Access Permits** (Intersection of Minturn Road and US 24):
- a. CDOT Notice to Proceed will be provided and improvements constructed within 3 years of Final Plat Approval.

**Domestic water & sanitary sewer plans:**

**1. Sanitary Sewer:**

- a. ERWSD approval of the sanitary sewer plans has not been provided.
- b. The “Backlot Sewer Maintenance Access” detail on Sheet DT.S9 requires a 12’ gravel road be constructed over sewer lines not located in roadways. If this is an ERWSD requirement the access roads and associated grading must be shown on the plans.

**2. Domestic Water:**

- a. The size of service lines must be shown.
- b. Utility Note 6 requires 48 hour Notice and Note 26 requires 72 hour notice to affected neighbors. Notice requirement should be consistent.

**3. Common Irrigation Mains:**

- a. The pipeline is only shown on the Master utility plan. Provide a specific plan sheet for the irrigation main.
- b. The plans must delineate the location of the master meter.
- c. The ERWSD standard 2” meter detail for residential service included in the plans. Please revise for the irrigation meter – the main is a 4” line & the detail does not include backflow prevention.

**Subdivision Improvements Agreement Estimates:**

**1. Onsite Improvements:**

- a. General – Item G12 Landscape needs to be moved to a separate category and broken into more detail. Landscape improvements under the Code must be securitized at 125% which should be shown.
- b. Earthwork - the cost for Phase II remediation work needs to be included in the estimate.
- c. Potable Water:
  - i. Item W3 needs to be revised to include poly wrapped ductile iron pipe.
  - ii. Item W7 needs to be revised to Type K copper pipe.
- d. A line item for the play area needs to be included.
- e. Include cost for construction observation by the design engineer.
- f. The Engineer of Record must seal the estimate.

November 8, 2023

Mr. Scot Hunn

RE: Minturn North PUD

Final Plan Review – outstanding items

Project No. 19-0064

**2. Offsite Improvements – US 24 access:**

- a. Include cost for construction observation by the design engineer.
- b. The Engineer of Record must seal the estimate.

**3. Offsite Improvements – Minturn Road:**

- a. Include cost for construction observation by the design engineer.
- b. The Engineer of Record must seal the estimate.

**Final Plat - UPRR Subdivision:**

1. Overhead utilities are shown, and engineering plans show existing underground utilities on the property. As easements or licenses are not available, all utilities both above and below ground should be shown on the plat.
2. The high water mark of Game Creek should be labeled “Ordinary High Water Mark”.
3. Please provide a single PDF that includes all sheets included in the Plat.

**Final Plat – Minturn North PUD:**

1. The Plat submitted last night still labels easements on Tract C “Town Utility and Drainage Easements.” Please revise to “Public Utility and Drainage Easements”
2. The high water mark of Game Creek should be labeled “Ordinary High Water Mark.”
3. General utility dedication language needs to be added to the Certificate of Dedication and Ownership consistent with Michael Sawyer’s prior comment.
4. Please provide a single PDF that includes all sheets included in the Plat.

Sincerely,

Inter-Mountain Engineering



Jeffery M. Spanel PE

CC: Michelle Metteer; Madison Harris, Michael Sawyer



TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 15 – SERIES 2023

AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE FINAL DEVELOPMENT  
PLAN FOR PLANNED UNIT DEVELOPMENT FOR  
MINTURN NORTH

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

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

**WHEREAS**, Chapter 16, Zoning, of the Code regulates zoning and land use within the Town; and

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

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

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

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

**WHEREAS**, the Minturn North Preliminary Development Plan (“Preliminary Plan”) was approved by Resolution No. 19, Series 2023; and

**WHEREAS**, the Town received a Final PUD Development Plan Application (“Final Plan”) from the Applicant on or about September 28, 2023; and

**WHEREAS**, the Final Plan allows for the development of 39 dwelling units consisting of 33 single family residences on Lots 1-33, which shall have a deed restriction requiring a 1% transfer assessment paid to the Town of Minturn by any non-permanent resident Buyer, and six



Permanent Resident Housing homes on Lots 34-39, which shall be subject to a deed restriction on occupancy of such lots; and

**WHEREAS**, Town of Minturn Staff (“Staff”) has determined that the Final Plan conforms with the Town’s applicable standards and that the Applicant has successfully addressed any conditions of approval contained in Resolution No. 19, Series 2023; and

**WHEREAS**, finds that the Final Plan conforms with the Town’s standards; and

**WHEREAS**, the Town Council finds it is necessary and proper to approve the Minturn North Final PUD Development Plan.

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. The Council finds that the Minturn North Final PUD Development Plan meets all applicable requirements and standards contained in MMC §§ 16-15-10 *et seq.*

SECTION 3. That the Minturn North Final PUD Development Plan **attached hereto as Exhibit A** is hereby approved subject to the following conditions:

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering “Game Creek Existing Mudflow Analysis” specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
2. ~~The Applicant shall work with the Town Engineer and Town Attorney to revise and update PUD documents (CC&Rs) and/or agreements to permit the Town of Minturn, as an authorized contractor, to access to repair critical offsite drainage facilities in emergency situations.~~
3. The Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval.
4. The Applicant shall provide CDOT Notice to Proceed and complete construction offsite improvements within 3 years of final plat approval.
5. Provide final designs and cost estimates for the Eco Trails Game Creek bridge within one year and constructed within three years of final plat approval.
6. Provide all necessary Army Corps of Engineers wetland permitting prior to commencement of construction of the EcoTrail Game Creek Bridge.

- 7. The Applicant shall provide evidence of final approval and ability to serve from the Eagle River Water and Sanitation District prior to recordation of the Minturn North PUD Final Subdivision Plat. **Any revisions to 100 percent construction drawings and associated cost estimates as a result of any changes requested by ERWSD shall be added to the 100 percent construction drawings and cost estimates to be reviewed and approved by the Town Engineer.**
- 8. ~~The Applicant shall work with the Town Attorney to update and revise the Declaration of Covenants, Conditions, Restrictions and Easements for Minturn North (CC&Rs) to ensure proper limitations on the scope and powers of any Home Owner's Association (HOA) created as part of the PUD. Specific focus on revisions to the CC&Rs should be aimed at reducing controls on design review and/or architectural control by the HOA Executive Board; use of individual properties for the keeping and storage of recreational equipment, recreational vehicles (RV's, trailers, vehicles), and personal items in keeping with the rest of the Town. Specific sections of the CC&Rs to be addressed and revised include Section 15 — Use Restrictions, and Section 16 — Miscellaneous Matters and Owner Acknowledgements.~~


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 1<sup>ST</sup> DAY OF NOVEMBER 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15<sup>TH</sup> DAY OF NOVEMBER 2023 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 15<sup>TH</sup> DAY OF NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 14 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 18 OF THE MINTURN MUNICIPAL CODE TO AMEND THE 2021 INTERNATIONAL RESIDENTIAL CODE CONCERNING THE SPRINKLING OF RESIDENTIAL BUILDINGS UNDER 6000 SF

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 NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 15 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENT FOR MINTURN NORTH

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 16 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE UPRR SUBDIVISION

FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 17 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE MINTURN NORTH PUD

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO**

**ORDINANCE NO. 18 - SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE DISSOLUTION OF THE TOWN OF MINTURN GENERAL IMPROVEMENT DISTRICT.

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 19 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 11 OF THE MINTURN MUNICIPAL CODE TO AMEND THE PROHIBITION OF (SNOW) DEPOSITS ON PUBLIC WAYS

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**PUBLISHED IN THE VAIL DAILY ON SATURDAY,  
NOVEMBER 4, 2023.**

# COLORADO GEOLOGICAL SURVEY

1801 Moly Road  
Golden, Colorado 80401



Matthew L. Morgan  
State Geologist and Director

October 23, 2023

Madison Harris  
Town of Minturn  
Planner1@minturn.org

**Location:**  
NW¼ NW½ Section 26  
T5S, R81W of the 6<sup>th</sup> P.M.  
39.5938, -106.4304

**Subject:** Minturn North Final Plan for Planned Unit Development  
Town of Minturn, Eagle County, CO; CGS Unique No. EA-21-0008

Dear Ms. Harris:

The Colorado Geological Survey has reviewed the revised Minturn North Planned Unit Development (PUD) referral. The applicant proposes a 39-lot residential development on 13.485 acres in Minturn. The site is bordered by Taylor Street on the east, Minturn Road on the west, and Game Creek on the north. With this referral, CGS received a request for review (Email dated October 4, 2023), Final Plat (Slagle Survey Services, August 13, 2023), Cursory Mudflow Evaluation (August 21, 2023), and other documents. CGS previously reviewed the Drainage Report (Wright Water Engineers, Inc. (WWE), December 2022), Geologic Hazard Review (Kumar & Associates, Inc., March 5, 2020), and Soils and Foundation Investigation (CTL Thompson, Inc., August 26, 2020) and we provided comments in our January 29, 2021 and May 16, 2023 letters. No new geological or geotechnical information was provided with the referral documents.

As shown in Figure 1 and as referenced in WWE’s drainage study and CTL’ and Kumar’s reports, an alluvial/debris fan is located at the mouth of Game Creek, which could be a source of debris inundation during a flood event. It should also be noted that existing residential structures are located within/adjacent to the mouth of Game Creek and within the alluvial/debris fan. WWE’s cursory mudflow evaluation states, “While the geologic mapping and existing topography indicate that the development site has historically seen active mudflows, there is no evidence of recent mudflow events in the area.” However, a detailed mudflow/debris flow analysis for Game Creek was not included in their scope.

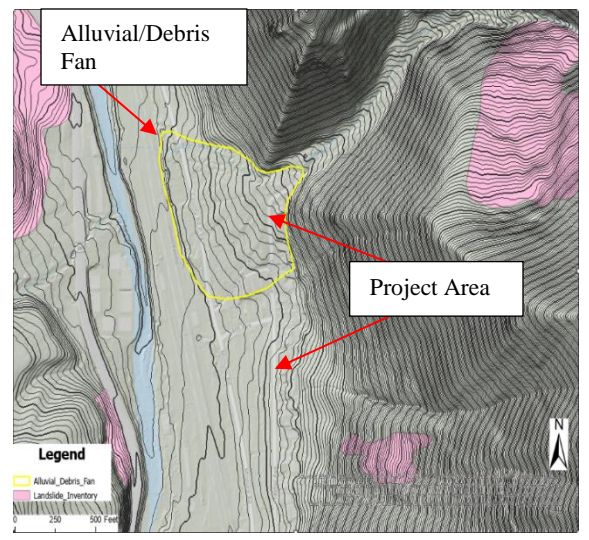


Figure 1: Alluvial/Debris fan and mapped landslides within/adjacent to the project site.

As indicated by CTL (page 5) in their report and WWE (page 18) in the drainage report, “Evaluations with regard to mud and debris flows should be completed and evaluated with regard to the proposed development.” To the best of our knowledge, this evaluation(s) has not been conducted during our current and previous reviews of this development. Based on the grading plans (sheets C.6 and C.7), a 2.5-foot high deflection berm is planned between Game Creek and Lots 1-5, and a trapezoidal ditch (24 inches deep) is proposed along the east side of the development. However, CGS has yet to receive the mudflow/debris flow analysis for which this deflection berm was designed. Without this analysis, whether the proposed berm will deflect/convey flows (hypercontracted flooding, mudflows, or debris flows) emanating from Game Creek is unknown. WWE states in their cursory review, “This berm will help to reduce the risk of a mudflow from Game Creek impacting the development from the north,” but also states, “mudflow events could spill out of Game Creek and impact Taylor Street and the PUD from the west.” CGS is



concerned that the risk of debris flows/mudflows has not been assessed and that the berm does not eliminate the mudflow and debris flow hazards on the site and could exacerbate the risk to the existing development.

CGS continues to agree with CTL and WWE and recommends the risk of flood hazards, mudflows, and debris inundation emanating from Game Creek to the alluvial/debris fan is evaluated for both the proposed and existing developments prior to approval. CGS recommends expanding the existing drainage/hydraulic studies or a new study to analyze bulked flow dynamics associated with hyperconcentrated flooding emanating from Game Creek for 10-, 25- and 100-year storm events. In addition, we recommend the following:

- Characterization of the source area and channel areas above the alluvial/debris fan.
- Test pits or trenches to evaluate details on past deposition. Radiocarbon dating of debris flow deposits within the alluvial/debris fan can be used to estimate the age of events and recurrence interval.
- A discussion of the anticipated probability of recurrence and volume and estimation of flow type, flow depth, deposition area, runout, gradation of debris, flow impact forces, streamflow inundation, and sediment burial depths.

These hazards will increase due to events that reduce hillside vegetation, such as avalanche, disease, wildfire, grading, and other disturbances; debris flow mitigation structures should include an additional factor of safety to account for uncertainty and increased debris volume as a result of wildfires. CGS recommends that the owners seek professional analysis after any wildfire that has impacted the basin and drainage to ensure its design is sufficient for changed conditions or if additional mitigation is necessary. The proposed deflection berm, ditch, or any other mitigation due to the additional analysis will require ongoing inspection and maintenance to maintain effectiveness and must be designed, constructed, and maintained so that hazards to other properties and roads are not exacerbated.

Once the building locations have been identified on the lots and prior to building permit approval, lot-specific geotechnical investigation consisting of drilling, sampling, lab testing, and analysis will be needed to characterize soil and bedrock engineering properties and evaluate the collapse potential of the fan deposits.

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at 303-384-2632 or email [acrandall@mines.edu](mailto:acrandall@mines.edu).

Sincerely,



Amy Crandall, P.E.  
Engineering Geologist

Bill Hoblitzell and Kristin Thomas  
262 Taylor St, Minturn, CO 81645  
Nov 1, 2023

To:  
Minturn Town Council  
Minturn Planning and Zoning Committee  
Minturn Town Staff

**Re: Minturn North Final Plat Issues; pedestrian connector easement width is unsafe**

Dear Council,

Thank you for the opportunity to continue to provide public comment on Minturn North. Please accept these comments regarding tonight’s review of the Final Plat design.

We are requesting that you review and request staff and developer to amend the proposed pedestrian connector path easement/ROW width in Final Plat document design and increase the easement width from the substandard and unsafe 4’ it is currently shown at to a minimum of 8’ prior to approval. **The design as-proposed does not currently meet with either quantitative or qualitative sidewalk criteria identified elsewhere in Minturn’s municipal code, is inappropriate and unsafe for the intended uses, and should be modified accordingly before final plat approval.**

The Minturn North pedestrian connections to Taylor Street and EcoTrail/Minturn Road in the final plat diagrams that have been provided online identify a trail easement or right of way of only 4 feet. These connectors are intended to accommodate 2-way traffic of bikes, pedestrians, strollers, and pets. This width is insufficient and inadequate for safe for these uses. The specified trail easement and right of way should be, at a barest minimum, 6-7’, and preferably 8-10’, consistent with contemporary designs in our peer communities.

A review of equivalent pedestrian pathways in Eagle, Edwards, Vail, and other neighboring communities like Carbondale is included at the bottom of this letter. It will quickly highlight the substandard and unsafe design being proposed by Resort Concepts and Minturn. Please do not pass the final plat without this important change.

**Appendix C, Chapter 4, Section 1.01, Minturn Municipal Code** identifies the minimum target width for non-100 block sidewalks to be 5’ (60 inches).

“Minimum Width: All sidewalks used in conjunction with vertical curb and gutter shall have a minimum width of five (5) feet from the back of curb. Tooled or saw cut joints are required at 10 foot intervals.”

Although the Minturn North connective ways are not raised on curb, there is no rational basis for why they should be allowed a substandard design width in comparison to the rest of town. In fact, in comparison to the downtown sidewalk minimum of 5', where bikes are not technically permitted on the walkway, these pathways are intended for multi-use bi-directional traffic and need to be wider than the minimum width of downtown sidewalks. The connections between Taylor St, Minturn North, and the EcoTrail/Minturn Road should actually be significantly wider than the town base standard of 5' to accommodate two-way traffic of both bikes, walkers, walkers with strollers, etc.

Average modern bike handlebar width is 750mm to 800 mm, or around 30 inches. Most walking and jogging child strollers are approximately 25 inches, or slightly over 2 feet. For these to even successfully pass each other with 1' clearance without physical contact, a bare minimum of 6'-7' is needed.

At times, bikers passing through the neighborhood between Taylor and Minturn road will have important speed differentials from walkers. To pass each other with an adequate buffer for the speed differential and potentially uncertain handling that sometimes occurs with children on bikes, something more like 8' is the appropriate width. Two people passing each other with dogs on a leash, even if the dogs are relatively well behaved and in control, need a greater buffer to adequately control their pets safely and keep separated.

Please review the figures attached below highlighting the design widths of similar neighborhood passageways in our peer communities like Edwards, Eagle, Vail, and Carbondale. These invariably utilize 8'-10' path width for these kinds of public accesses. For example, the multi-use pathways that provide access between residential lots in the Terrace Neighborhood of Eagle utilize this width, as well as similar access ways in Miller Ranch in Edwards and Bull Run Rd in Eagle.

**Chapter 16, Section 16-15-70 General Standards for PUDs**, further states in standard 3:

“Trails and sidewalks shall be provided to form a logical, *safe* and convenient system for pedestrian access to dwelling units and common areas, with *appropriate connections off-site*.” (emphasis added)

Since the connections to Taylor St and EcoTrail/Minturn Road will specifically be multi-use connections by both pedestrian and non-motorized vehicles (bikes, strollers), the design for these connections needs to be both *safe* and *appropriate* to the anticipated end uses. A 4' width clearly does not meet this criterion. A minimum of 6'-7' is the base level for which safe design should be considered, and 8'-10' or more is actually the most appropriate and safe. If unauthorized motorized access at either is somehow a concern, however absurd this claim, then a simple post bollard or rock bollard at the entrance should be sufficient.

Furthermore, in winter, snow accumulation and encroachment typically further narrows most roads, streets and pedestrian ways in Minturn to the point that it is likely people on foot trying to



traverse a 4' sidewalk will in practice be left with only 2-3' total to pass each other abreast. This is effectively unworkable for a public passageway.

If Minturn North developer (Resort Concepts/Minturn Crossing) or any future neighborhood legal entity is persistent in opposing a safe connector path width of 8', the town should specify that that the property owner has been made fully aware that their proposed design does not meet safe design criterion, and the property owner should be required to hold joint liability with the town for future accidents or incidents occurring on the easement, rather than the municipality holding it solely as would be the typical arrangement.

Please do not approve the plat without this remedy. Minturn North is already being permitted to proceed with substandard street, sidewalk, and drainage design for a downtown neighborhood, and has successfully avoided addressing any other longstanding problems in the area it abuts, such as insufficient year-round and legal parallel parking on Taylor St. In addition, town should have required sidewalks on *both* sides of 4th street, as well as on internal streets in Minturn North. Instead, an out of place suburban design has been allowed to proceed to appease the developer's desire to avoid the construction cost of this infrastructure and nominal loss of developable lot areas adjacent to streets.

**Repeating past mistakes**

The current town manager and several present members of this council have spent significant amounts of time and money in the last several years trying to tackle the legacy of substandard road and sidewalk design that has historically prevailed in parts of Minturn. Michelle and others have doggedly chased down state and federal money to address the previous substandard road and sidewalk designs on Main St/Hwy 24, thankfully and to their much-deserved credit--with great success.

Town planning staff has also repeatedly engaged residents in ongoing dialogue and process regarding how to better connect the 100 block to Eagle River and from Williams St. to Toledo Ave in a manner that invites safe and welcoming pedestrian passage between these areas.

These problems on Main St/Hwy 24 and in the 100 block are direct results of previous generations of Minturn residents and leadership failing to assertively and proactively plan for the future in platting our streets, sidewalks, and pedestrian connections, and instead allow the cheaper or politically/socially easier alternative to prevail.

Yet now we are choosing to essentially make the same mistakes once more on the north side of town. When we actually had the chance to build something correctly from its inception, rather than lament its poor designs and function later on, we are instead choosing to merely duplicate the same public design mistakes of past town residents and leaders.

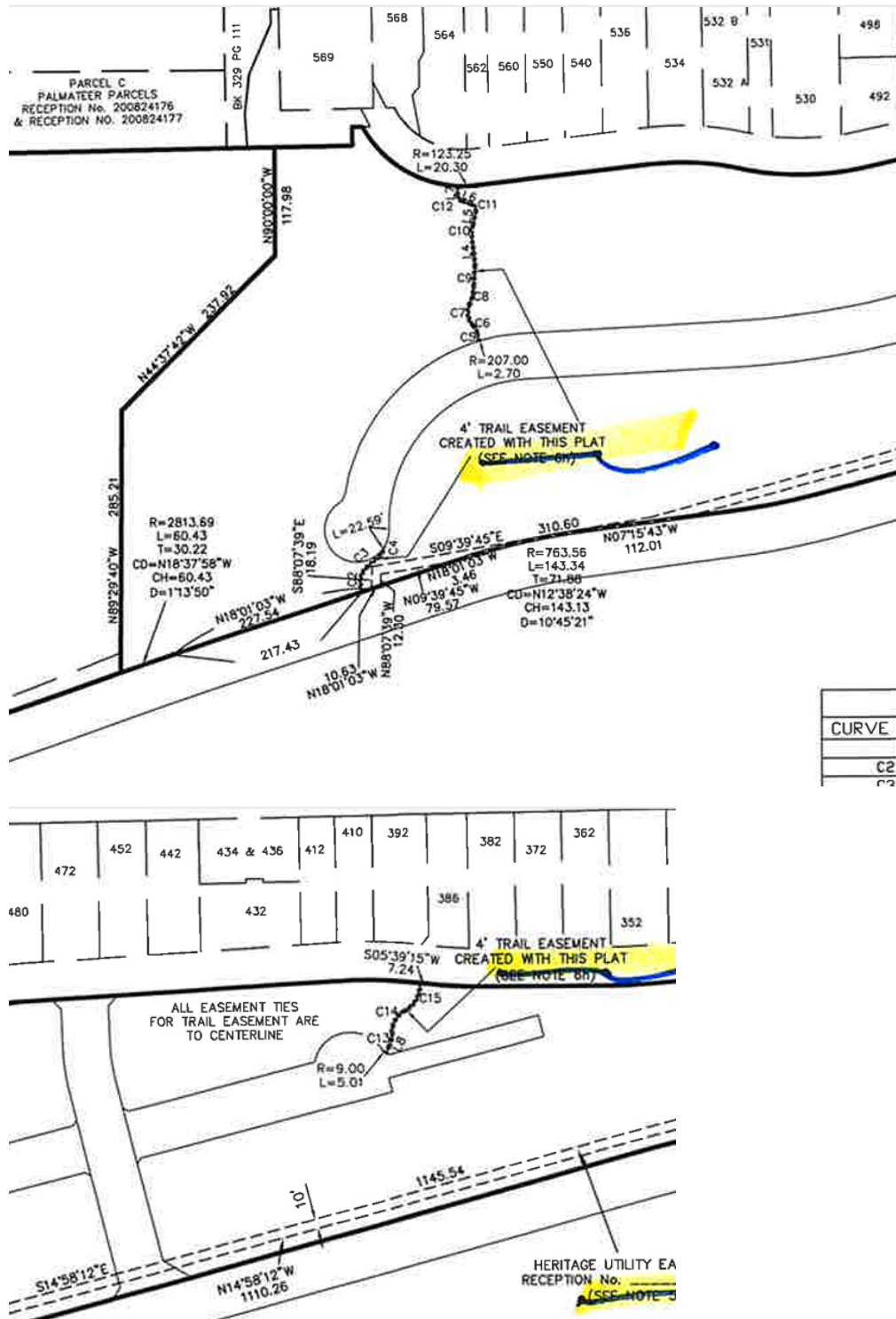
Too many unsatisfactory compromises that purely served the developer's ~~needs~~ wants without providing substantial long term community benefits to either the town or the adjacent neighborhood have already been made during this process.

We sincerely hope we will not make yet another one on this issue. Please remedy the pedestrian connection easements and widths to 8-10', equal to or better than the designs of the same infrastructure in our peer communities. Why should Minturn yet again be content to build its community infrastructure to a lesser standard than any other?

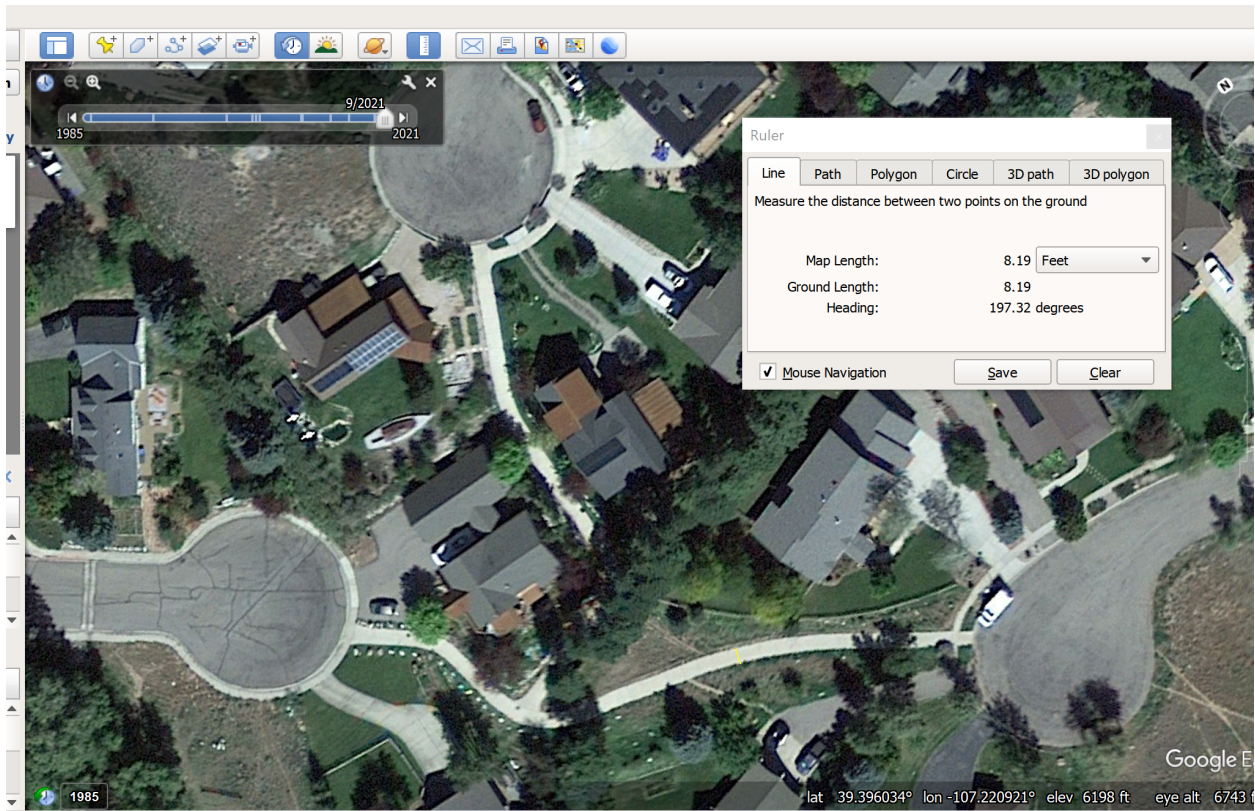
Thank you for your time and consideration,

Bill Hoblitzell, Kristin Thomas  
262 Taylor St

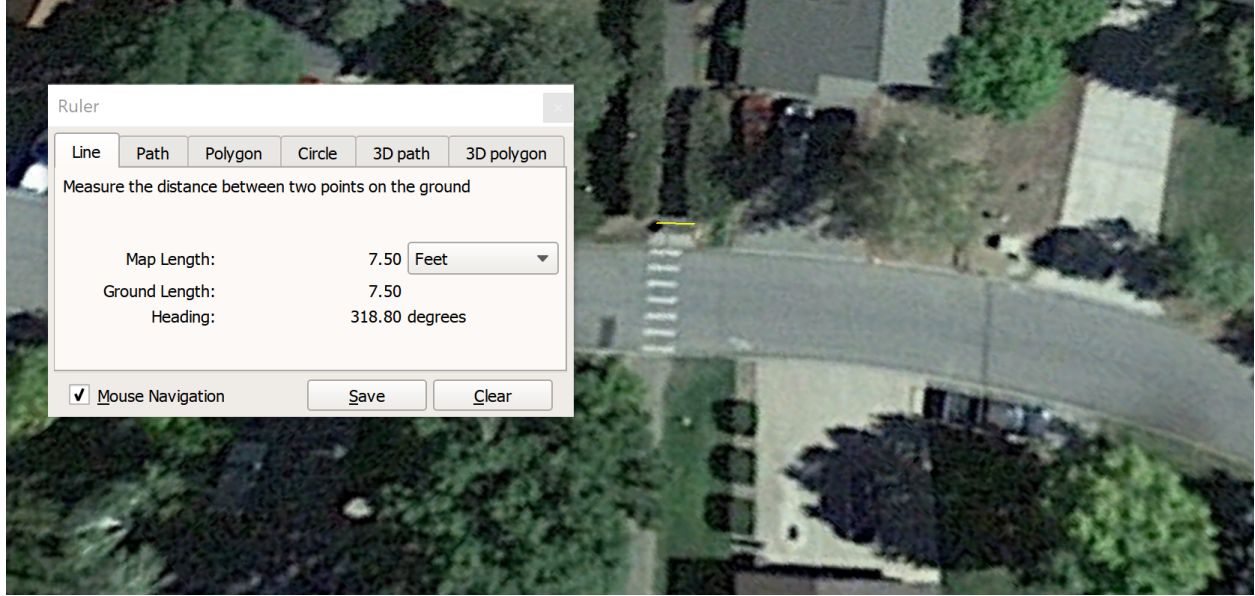
Figure below from Final Plat documents shows proposed 4' trail easement for pedestrian connector ways between streets in Minturn North. This design is substandard to Minturn code even for downtown sidewalks and insufficient and unsafe for two-way traffic that includes bicycles.



*All pedestrian pass-through connections of this neighborhood example in Carbondale connecting Oak Run Dr, West Ridge Ct, and Graceland Dr are 8' in width, allowing safe and adequate 2-way passing of pedestrians, bikes, and strollers.*

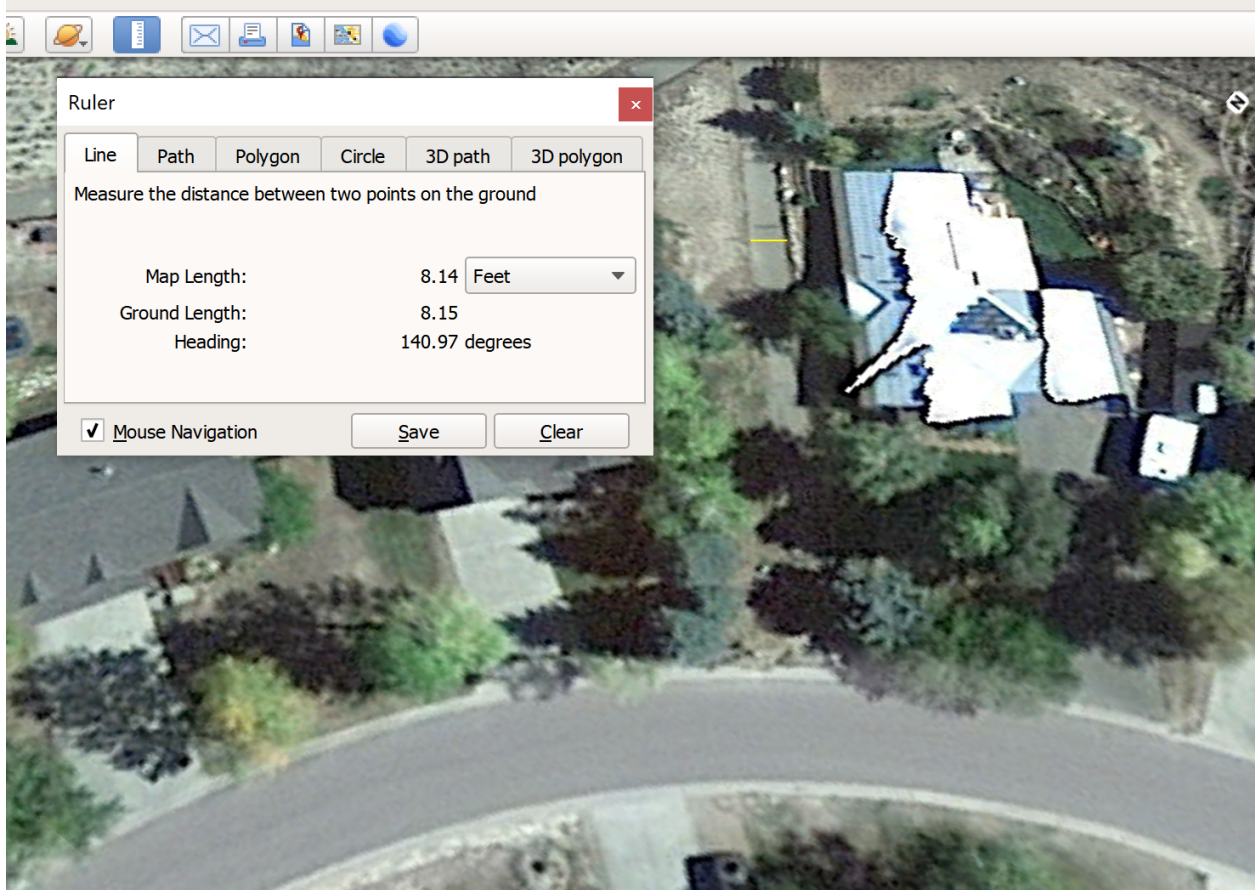


*This between-street connecting sidewalk on Bull Run Rd in Eagle is over 7' in width to safely allow 2-way passage of pedestrians and bikes.*

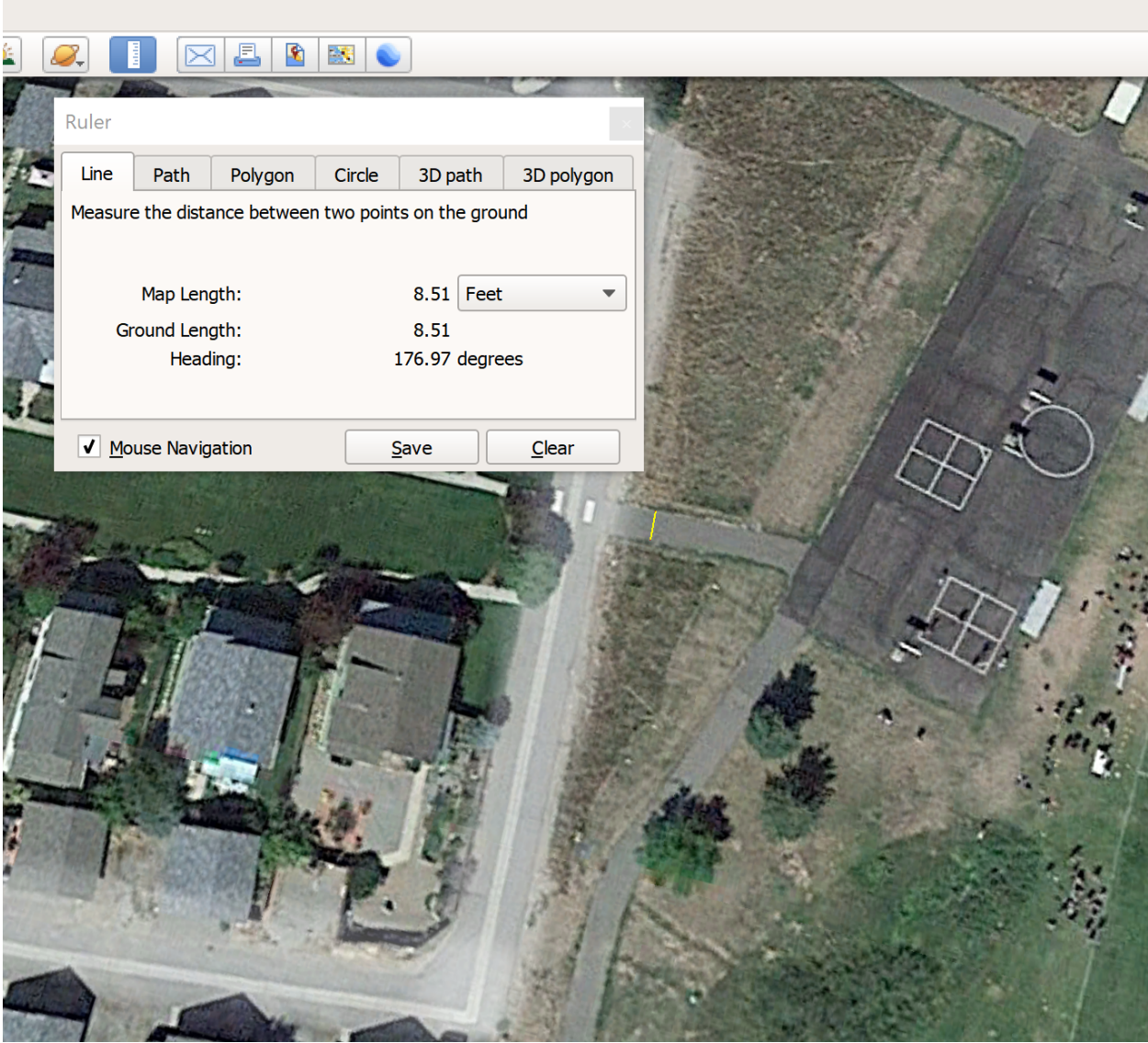




**Ringneck Circle pedestrian passageway in The Terraces neighborhood in Eagle. The width of the pedestrian pass-through between roads and house lots is 8 feet. Wide enough for two bikes or a bike and a pedestrian with a stroller to safely pass in opposite directions, as well as wide enough to be accessed with a small gator for maintenance and snow removal.**

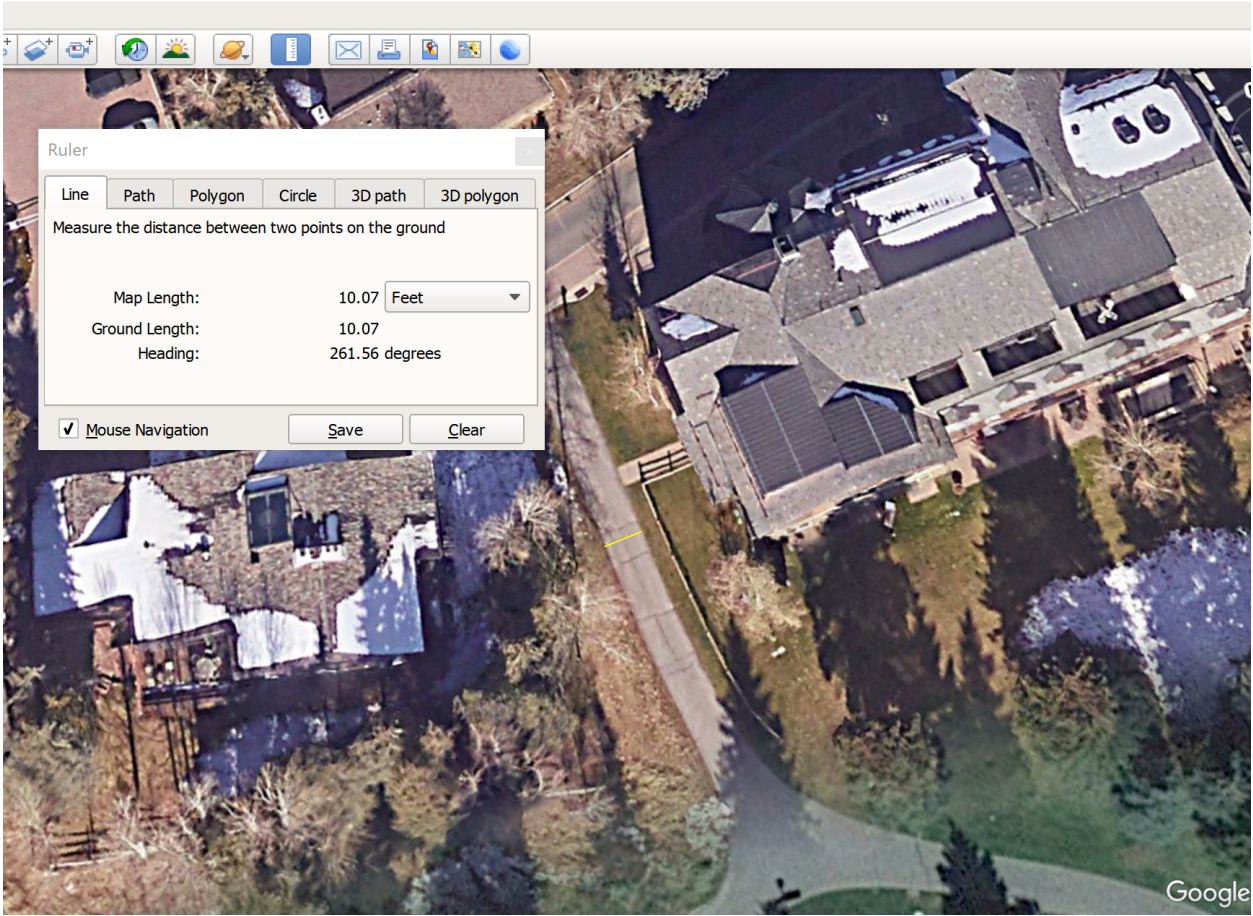


At this pedestrian pass-through between Miller Ranch Neighborhood and Berry Creek Middle School, the width is 8-9', allowing for safe and adequate 2-way passage in opposite directions.





At this pedestrian pass-through in Vail from Hanson Ranch Rd between the Tivoli Lodge and the private residence, width is 10', allowing appropriate and safe passage of two-way traffic that includes bikes and pedestrians with strollers.







# MINTURN



— NORTH —

## PUD GUIDE



Revised on October 23, 2023



PO Box 5127 Edwards, CO 81632  
Office: 970-926-1720 | [ResortConceptsCO.com](http://ResortConceptsCO.com)



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Exhibit A: Property Legal Description

Exhibit B: Wildlife Mitigation Plan

# SECTION 1.0: CONTEXTUAL INFORMATION

## 1.1 Introduction

The Minturn North PUD transforms an “infill” dormant property into a thoughtful, diverse and inclusive 39 single-family residential neighborhood. This PUD Guide seeks to acknowledge the rich heritage of the Town of Minturn by providing an appropriately scaled built environment interconnected by open space, play space, and connective circulation patterns. Minturn North resident lifestyle and service needs are provided within walking distance to the Town of Minturn commercial core.



Minturn North Site Looking North

The Minturn North PUD ensures future development will provide environmental sustainability, resource protection and energy efficiency as foundational land planning and architectural design elements. With the use of the latest technological advances in energy efficiency and water conservation, the goal is to provide a sustainable community designed for the future - enriched by its past.



Minturn North site looking West



Game Creek

The architectural character of this special place is grounded in the historical context of simple mining forms with additive forms and the introduction of colorful accents. The design elements are enhanced by modern building methods.



Architectural inspiration images

## SECTION 2.0: GENERAL INFORMATION

### 2.1 PUD Guide Overview

This Minturn North PUD Guide (“PUD Guide”) is for certain real property located in the Town of Minturn, Eagle County, Colorado identified on **Exhibit A**. It is intended to establish the building forms, land uses, density and dimensional limitations that shall be permitted within the property which must be adhered to by future property owners, the Developer, Owner and its successors and assigns. This PUD Guide also specifies improvements which must be made and addresses conditions which must be fulfilled in conjunction with the development of the property.

The PUD is to be developed as a 39 single-family residential neighborhood limited to the following:

- 33 Market Rate Units with a deed restriction requiring all non-permanent resident Buyers pay a 1% transfer assessment to the Town of Minturn at closing of a lot or residence within the PUD boundary. This transfer assessment is in addition to any other mandatory transfer fees or assessments payable to the Town of Minturn pursuant to applicable Town Ordinances. Non-Permanent Resident Buyers are defined below in section 3. A deed restrictive covenant must be executed by all buyers and residents within the Minturn North PUD.
  
- 6 Deed-restricted, market rate, “eligible household” resident-occupied (aka “locals housing”) single-family units. Eligible Households are defined below in section 3. A deed restrictive covenant must be executed by all buyers and residents within the Minturn North PUD.

**Total Deed Restricted Residential Units = 39 (100% of PUD).** The overall proposed density of the PUD is 3.1 dwelling units per acre, including the locals housing units. Lots 1-33 shall have a maximum allowable square footage of 6,000 square feet as calculated by the Town of Minturn Code. Lots 34-39 shall have a maximum allowable square footage of 3,000 square feet as calculated by the Town of Minturn Code. There is no minimum residential floor area or dwelling unit required by this PUD Guide.

Open space and common recreation space within the PUD is extensive with an approximate area of 4.23 acres (31.3% of the PUD) including PA-3 and PA-4.

### 2.2 Metropolitan Districts

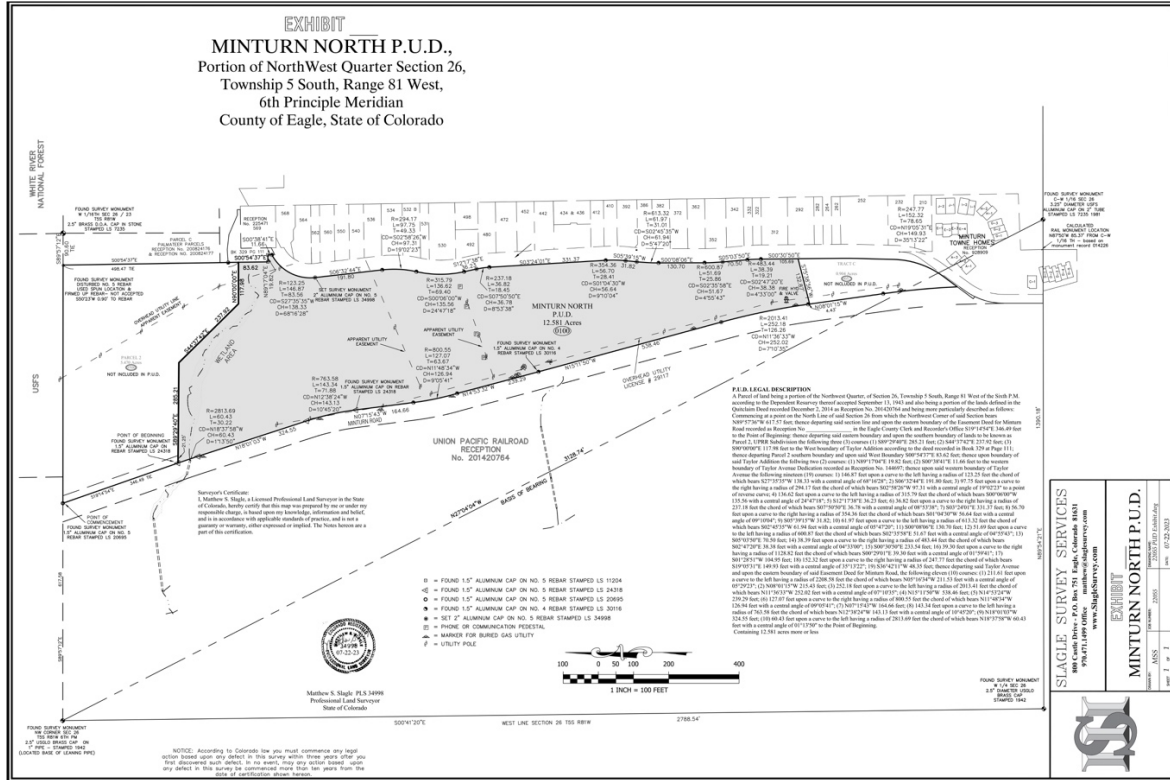
The PUD does not include an overlapping Metropolitan District.

### 2.3 Property Owners Associations

Property Owners Association(s) (“POA’s”) or other similar governing organizations and governing documents including Declaration of Covenants, Conditions and Restrictions (“CCR’s”) may impose additional restrictions and limitations on individual and/or collective land use areas within the Minturn North PUD.

### 2.4 Property Legal Description & PUD Boundary

The property is comprised of one (1) parcel of land. Refer to **Exhibit A** for the legal description of the property. Refer to the graphic below depicting the PUD Boundary.



### 2.5 Governance

This PUD Guide shall be referred to as the Minturn North PUD (“PUD Guide”). The PUD Guide is intended to replace and supersede the Minturn Town Code as amended from time to time. Where the PUD Guide is silent as to regulation, the provisions of the Minturn Town Code shall apply. If there is any conflict between the provisions of this PUD Guide and the provisions of the Minturn Town Code or any other ordinances, resolutions or regulations of the Town of Minturn, the provisions of this PUD Guide shall prevail and govern the development of the PUD.

This PUD Guide was approved by the Town of Minturn Town Council (“TOMTC”) on \_\_\_\_\_.

### 2.6 Control Over Use

Following the removal of the existing trailers located on the property, and after the effective date of approval of this PUD Guide, any existing building or other structure may be enlarged, reconstructed, removed, structurally altered, converted or relocated for any purpose permitted or required by the



provisions of this PUD Guide applicable to the planning area in which such building, other structure or parcel of land is located, and for no other purposes. Such use, change, extension, enlargement, reconstruction, removal, structural alteration, conversion or relocation shall be subject to all other standards and requirements set forth or referred to in the standards and requirements for that area and to any other applicable standards and requirements of Town of Minturn Municipal Code, this PUD Guide, Property Owners Association, CCR's, governing documents and the Town of Minturn Design Guidelines.

**2.7 Control Over Location and Scale**

After the effective date of approval of this PUD Guide, the location and scale of all future buildings and other structures shall be in conformity with all standards and requirements set forth or referred to in the standards and requirements of this PUD Guide, Town of Minturn Municipal Code and the Town of Minturn Design Guidelines for the area in which such buildings and other structures are located.

**2.8 Planning Area Boundaries**

Planning Area boundaries have been depicted to assist in identifying zoning uses, limitations and standards within the PUD Guide planning areas. The planning areas are subject to change and refinement prior to the execution of a final plat. Planning areas may change in size up to ten percent (10%) with the approval of the Town of Minturn Town Manager or assigns and Planning Commission without an amendment to this PUD Guide.

**2.9 Density Transfer**

The transfer of density within the PUD is not allowed.

**2.10 Vested Rights**

The Minturn PUD shall be granted vested rights for a period of ten (10) years following the Town of Minturn Town Council approval of the PUD Preliminary Development Plan.

**2.11 Signage and Illumination**

Address signage for individual homes shall be attached to the structure of the residence including associated structured retaining walls. Address signage shall be easily visible from the street and shall be lit with dark sky compliant lighting approved by the Town of Minturn Design Review Board. Address signage enumeration shall not exceed 8" in height. Signage identifying the neighborhood is allowed within the privately owned interior roadway R.O.W. subject to approval by the Town of Minturn Design Review Board. The neighborhood signage may be lit with dark sky compliant downlighting.

All exterior lighting for individual residences shall be dark sky compliant. An exception to the Minturn PUD Illumination Standards shall be allowed for temporary holiday lighting. Such lighting shall be installed and illuminated on private property between December 1 and March 1.

All signage and illumination associated with public roadways and intersections shall comply with Town of Minturn Code and must be approved by the Town of Minturn.

**2.12 Construction Management**

Exterior construction within the PUD Boundary may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Saturday. Interior construction within the PUD boundary may occur between the hours of 7:00 am MST and 6:00 pm MST Monday – Sunday. Erosion control will be administered pursuant to the Town of Minturn approved plans and applicable building permits. A construction management plan shall be approved by the Town of Minturn Design Review Board which identifies limits of construction, dust, mud and debris mitigation techniques to be utilized, contractor parking, temporary toilet facilities and trash receptacle locations. All trash must be contained within an approved bear proof container. Trash and debris must be cleaned from the site daily and placed in a trash receptacle to assure cleanliness. Trash receptacles shall be replaced when full within 24 hours. Construction Fencing shall not be required.

**SECTION 3: DEFINITIONS**

Words or terms not defined herein shall be construed to have the meaning given by common and ordinary use as defined by the Merriam-Webster Dictionary New Edition 2016 or as defined in the Minturn Town Code unless otherwise provided herein.

**Building Lot Coverage:** The portion of a lot that is covered by buildings, including all interior space including garages, and all enclosed cantilevered portions of a building, covered porches, covered walkways and similar covered areas. Buildings are measured at the outside exterior wall. Additionally, fifty percent (50%) of the total area of second- and third-level decks shall be counted towards the allowable building lot coverage. Second- and third-level decks that cover a portion of a building that has already been counted towards the allowable lot coverage shall not count towards the total lot coverage. Second- and third-level decks that are structurally supported from the ground level shall have their entire area counted towards the allowable lot coverage.

**Building Height:** The maximum vertical (plumb) distance measured at any point along the perimeter of the structure from the finished or natural grade (whichever is more restrictive) and a point on the roof depending on the roof type. No portion of any structure shall exceed the applicable building height limitation contained in the Town of Minturn Municipal Code as may be amended from time to time.

**Building Setbacks:** The distance required between the face of a building and the lot line opposite that building face, measured perpendicularly to the building. Additional setbacks may further restrict building setbacks including wetland and Game Creek stream setbacks. Refer to each planning area development standards for prescribed building setbacks. Improvements which are allowed within building setbacks include the following: parking, sidewalks, trails, fences, driveways, roadways, site stairs and walkways, on-grade patios and plazas, HVAC equipment, roof overhangs no greater than 2’-0”, cantilevered finished livable area no greater than 1’-6”, drainage facilities, snow storage, landscaping, retaining walls and shoring walls. Substantially below grade improvements including but not limited to parking, stormwater

treatment, window wells, concrete sub-structure associated with the residence and shoring nails, mechanical and utility lines and similar uses and improvements, except as may be prohibited within wetland setbacks described herein.

**Commercial Use(s):** An activity involving the sale of goods or services carried out for profit. Commercial uses are prohibited within the Minturn North PUD.

**Declarant:** Declarant of the Minturn North PUD is Minturn Crossing, LLC, and/or assign. Declarant reserves all rights, authority and privileges granted by the PUD.

**Density:** Residential dwelling units per acre of total land area.

**Dwelling Unit or Unit:** Any room or group of rooms with not more than one (1) indoor kitchen facility designed for or used as a dwelling for one (1) family as an independent housekeeping unit. Dwelling unit shall include mobile and manufactured homes, but shall not include hotels, motels, clubs, boarding houses, dormitories or other institutions such as hospitals or jails. Dwelling Unit square footage shall be calculated per Town Code.

**Eligible Household “Locals Housing”:** Homes may be offered to all Eligible Households as defined below. An Eligible Household is a household where at least one member of the household meets at least one of the following criteria:

- A. Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in Eagle County may be combined to reach 30 hours per week); or
- B. Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- C. Is an employee that makes their home in Eagle County but works for employers that are located outside of Eagle County (i.e. telecommuters) as long as all other eligibility requirements are met and the Household can prove Eagle County residency for at least 1 year before application submission; or
- D. Is over the age of sixty (60) and had earned a living primarily in Eagle County prior to his or her retirement; or
- E. Is a disabled person who had been a full-time employee in Eagle County for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum of 30 hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the disabled person will have met the intent of the programs criteria; or
- F. The household cumulatively earns at least 75% of the Household’s Gross Household



Income in Eagle County.

Any of Lots 34-39 may be sold to an individual or entity that does not meet the requirements of “Eligible Household” so long as the occupant of the resident does meet the criteria of “Eligible Household.”

**Fences:** Fencing, if any, shall conform to the CPW Wildlife Friendly fencing guidelines. Fencing of lots shall be restricted to the building envelope.

**Impervious Surface Area:** Any material that prevents absorption of water into the ground. The area of the lot covered by the following shall be considered as impervious surface in all character areas:

- a. The principal building, excluding roof overhangs.
- b. All accessory buildings, parking garages, carports and sheds.
- c. Porches, stairways, decks, elevated walkways, sheds and other structures, together with paved areas or areas otherwise covered with materials impervious to water.

**Metropolitan or Metro District or District:** A special district or districts used to fund, maintain, operate, or regulate improvements and activities within or adjacent to the PUD. No Metropolitan or Metro District shall be allowed within the Minturn North PUD.

**Non-Permanent Resident Buyer:** The Buyer of a residence within the Minturn North PUD Boundary who is not a permanent resident of Eagle County and does not meet the definition of “Eligible Household”.

**Owner or Applicant:** The Owner is the owner of the property contained within the PUD at the time of application or a subsequent owner of the land. Applicant may not be an Owner of the property, however, in this event, applicant shall receive authorization from the Owner in writing.

**Planning Area(s):** Planning Areas 1-4 as indicated on the Planning Area Map and as defined herein.

**Property Owners’ Association, Homeowners’ Association, or Master Association:** The property owners’ association, homeowners’ association, or master association is the entity that will manage and direct the operation and maintenance within the PUD and their common elements once turned over to such association by the Developer. Assessments and voting rights of Property Owners are subject to the parameters specified within the Minturn North POA Declarations. The Declarations governing the Association shall stipulate the specific authority given to the Association.

**Real Estate Transfer Fee:** All properties within the Minturn North PUD are subject to the current Town of Minturn Transfer Fee. An additional one percent (1%) transfer assessment shall be charged on the gross sales price paid by any Non-Permanent Resident Buyer of a lot or residential dwelling unit within the PUD with the following exceptions: (1) common area or open space transfers (2) any purchase by any county, municipality, school district, housing authority or other governmental entity for workforce housing or public uses.

**Rental:** The rental or lease of any property for short-term or long-term use. The Town of Minturn Town Ordinances and Codes shall govern rental restrictions of all units within the Minturn North PUD.

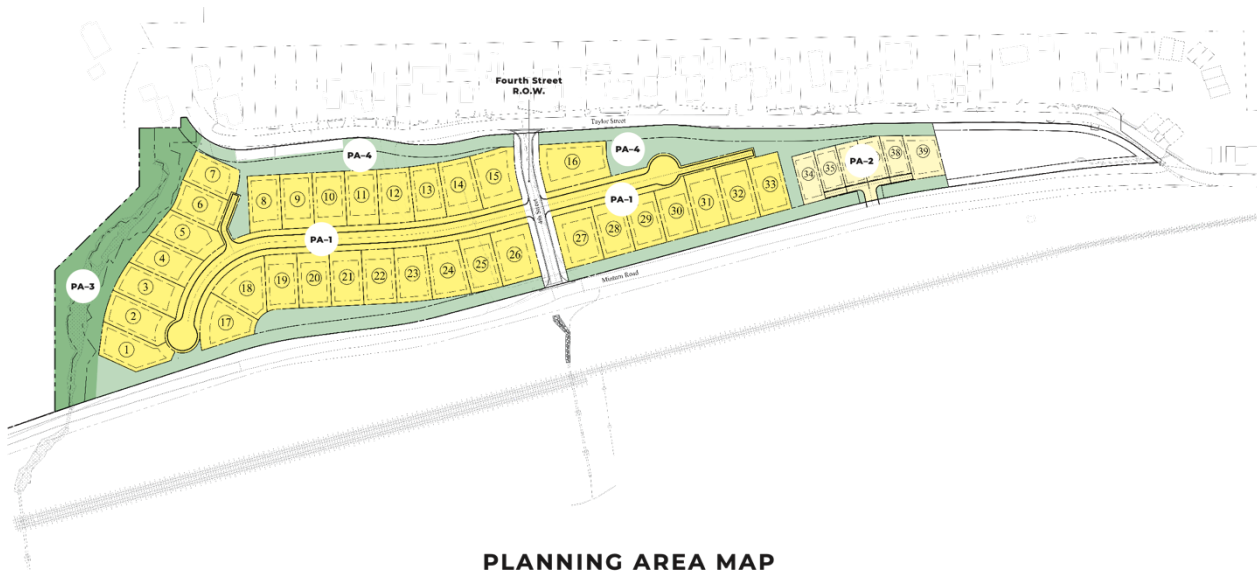
**Resident Occupied:** Certain properties within the PUD have been designated as Deed-Restricted Resident-Occupied. All Deed-Restricted Resident-Occupied units shall be sold at market rate. Resident Occupied units may not be rented to other occupants unless they meet the definition above of “eligible household”.

**Wetlands Setbacks:** Wetland Setbacks means an area within the PUD where the development of structures is not permitted within the prescribed site constraints including wetland areas and Game Creek stream setbacks for buildings. No structure, building or disturbance other than the addition of the preventative mudflow berm shall occur within the minimum 30’ Game Creek stream setback. The 30’ Game Creek setback shall be measured from the “ordinary high water mark.” Appropriate precautionary measures and maintenance shall be taken to assure the protection of all native vegetation within all wetland areas described above. Precautionary measures must be approved by the Town of Minturn.

## SECTION 4.0: PLANNING AREAS, ALLOWED USES AND ZONING STANDARDS

Planning Areas 1-4 are represented on the Planning Area Map below. The following use allowances and zoning standards apply to each Planning Area.

<b>LAND USE SUMMARY</b>				
<b>Planning Area</b>	<b>Allowed Uses</b>	<b>Density</b>	<b>Acreage</b>	<b>Density/Acre</b>
PA-1	Residential	33 D.U.	7.29	4.53
PA-2	Residential	6 D.U.	0.68	8.82
PA-3	Open Space	N/A	1.45	N/A
PA-4	Common Area Open Space	N/A	2.78	N/A
Fourth Street	R.O.W.	N/A	0.385	N/A
<b>TOTAL</b>		<b>39 D.U.</b>	<b>12.581</b>	<b>3.1</b>



#### 4.1 Planning Area 1 (PA-1) – Single-Family Residential

The primary intent of this Planning Area is to create a market rate single-family residential use zone surrounded by common area and open space.

- 4. **Permitted Uses:** Residential density is limited to 33 density units. Permitted uses include: dark sky compliant lighting, utilities, single-family residential, associated accessory uses, driveway access, parking and uses determined to be similar by the Town of Minturn Town Manager or assigns. Refer to **Exhibit B: Wildlife Mitigation Plan** for fencing regulations.

#### B. Development Standards:

- 1. Minimum Setbacks:
  - a. Front: 20’ from Property Boundary per Final Plat
  - b. Rear: 10’ from Property Boundary per Final Plat (Note: Any lot line abutting Taylor Avenue or Minturn Road shall require a minimum 15’ setback from the road R.O.W.)
  - c. Side: 5’ from Property Boundary per Final Plat (Note: Any lot line abutting the Fourth Street R.O.W. shall require a minimum 15’ setback from the road R.O.W.)
- 2. Maximum Building Height: 28’
- 3. Parking: Minimum 4 spaces per dwelling unit including enclosed garage parking spaces
- 4. Impervious Surface Area: Max. 60%
- 5. Building Lot Coverage: Max. 50%

*Note: Refer to Section 3 for definition of building height, building setbacks, impervious surface area and building lot coverage. A side setback shall be considered as the space between a shared lot line. Any lot line abutting an internal roadway R.O.W. shall be considered a front setback with the exception of Fourth Street which shall be considered a side setback.*

## 4.2 Planning Area 2 (PA-2) – Single-Family Residential

The primary intent of this Planning Area is to create a market rate, permanent resident occupied single-family residential use zone.

- 4. **Permitted Uses:** Residential density is limited to 6 density units. Permitted uses include: dark sky compliant lighting, utilities, single-family residential, associated accessory uses, driveway access, parking and uses determined to be similar by the Town of Minturn Town Manager or assigns. Refer to **Exhibit B: Wildlife Mitigation Plan** for fencing regulations.

### B. Development Standards:

- 1. Setbacks:
  - a. Front: Varies 10’-20’ from Property Boundary per Final plat
  - b. Rear: 10’ from Property Boundary per Final Plat
  - c. Side: 5’ from Property Boundary per Final Plat
- 2. Maximum Building Height: 28’
- 3. Parking: Minimum 2 spaces per dwelling unit including enclosed garage parking spaces
- 4. Impervious Surface Area: Max. 65%
- 5. Building Lot Coverage: Max. 50%

*Note: Refer to Section 3 for definition of building height, building setbacks, impervious surface area and building lot coverage. A side setback shall be considered as the space between a shared lot line.*

## 4.3 Planning Area 3 (PA-3) – Open Space

The primary intent of this Planning Area is to create a protected environmentally sensitive buffer zone. Access, construction and disturbance within PA-3 is prohibited, except for purposes of drainage, berms, ECO Trail and maintenance, subject to approval by Town of Minturn. Refer to **Exhibit B: Wildlife Mitigation Plan** for fencing regulations.

- A. **Permitted Uses:** Greenspace, native vegetation maintenance, stormwater and drainage, berms, ECO Trail, snow storage, and uses determined to be similar by the Town of Minturn Town Manager.

### B. Development Standards:

- 1. Setbacks: Setback shall be platted and no less than 30’ from the “ordinary high water mark.”
  - a. N/A
  - b. N/A
  - c. N/A
- 2. Maximum Building Height: N/A
- 3. Parking: N/A
- 4. Impervious Surface Area: N/A
- 5. Building Lot Coverage: N/A

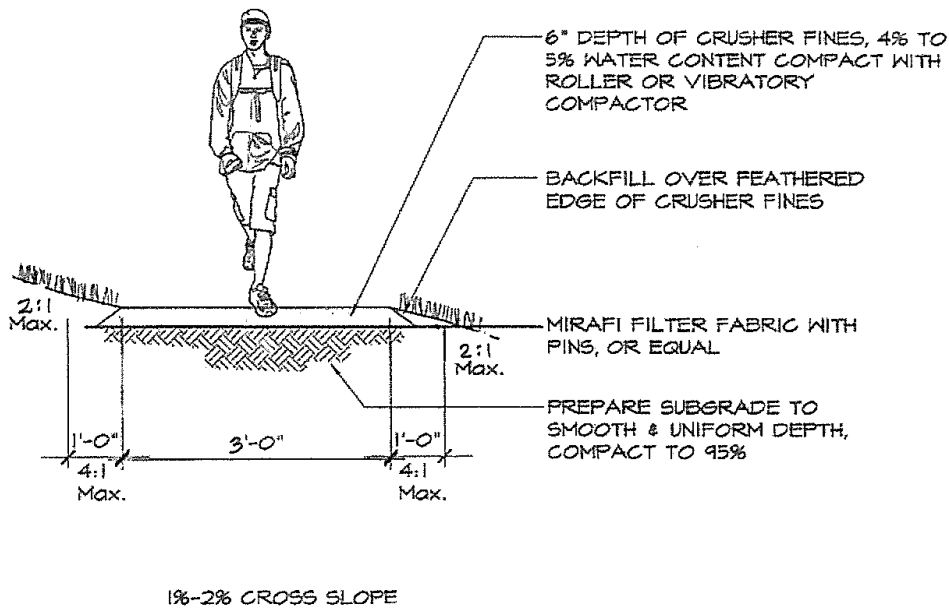
#### 4.4 Planning Area 4 (PA-4) – Common Area Open Space

The primary intent of this Planning Area is to provide open space, parking, drainage snow storage, utilities, public trails, ECO Trail and landscaping.

- A. Permitted Uses:** Dark sky compliant lighting and signage, driveway access, parking, greenspace, public trails, ECO trail, paths, parking, passive recreation, snow storage, stormwater, landscaping and drainage facilities, and uses determined to be similar by the Town of Minturn Town Manager or assigns.
  
- B. Development Standards:**
  - 1. Setbacks:
    - a. Front: N/A
    - b. Rear: N/A
    - c. Side: N/A
  - 2. Maximum Building Height: N/A
  - 3. Parking: Maximum 56 spaces on Taylor Avenue
  - 4. Impervious Surface Area: N/A
  - 5. Building Lot Coverage: N/A

### SECTION 5.0: VEHICULAR AND PEDESTRIAN CIRCULATION STANDARDS AND DIMENSIONAL LIMITATIONS

Vehicular and Pedestrian Circulation uniquely defines the built environment. This PUD intentionally seeks a an environmentally sensitive “light footprint”. Vehicular circulation shall provide safe and efficient access throughout the community. Pedestrian circulation is intended to promote connectivity to outlying open spaces and amenities and the Town core commercial area. Miles End Lane shall provide a minimum 50’ R.O.W. and 24’ wide asphalt paved roadway with attached curb and gutter. Fourth Street R.O.W. shall be a minimum 50’ and 24’ wide asphalt paved roadway with attached curb, gutter and a 5’ concrete sidewalk on North side of roadway. The sidewalk shall be designed with ADA accessible ramps. The PUD includes a 10’ wide paved ECO Trail on the East side of Minturn Road. Three public access soft-surface crusher fine trails shall connect Miles End Lane with Taylor Avenue and the ECO Trail.



Crusher Fines Trail

An asphalt paved cul-de-sac vehicle turnaround space shall be located at the northern and southern end of Miles End Lane. The cul-de-sac shall be designed sufficient to meet the requirements of emergency service providers. Miles End Lane and Silver Star Trail shall be owned and maintained by the Minturn North Property Owners Association.

**SECTION 6.0: TEMPORARY USES**

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

**SECTION 7.0: TRASH AND RECYCLING**

All trash shall be stored within wildlife proof containers.

**SECTION 8.0: SUSTAINABILITY AND CONSERVATION**

**8.1 Water Quality Measures**

The Minturn North PUD shall accommodate proper stormwater and snowmelt drainage pursuant to the approved civil engineering design and accompanying reports. Stormwater detention will only be utilized if it is found to be necessary to manage the rate of runoff through existing downstream culverts.

Low Impact Design has been incorporated into civil engineering and landscape plans by the incorporation of the “Water Wise Landscaping Regulations and Standards” in Chapter 16 of the Town of Minturn Municipal Code, with the exception of Sections 16-17-175 (a), (b) and (c), as may be amended from time to time. These regulations and standards apply to individual lot landscape designs, irrigation and maintenance, and all common area revegetation. Landscape design, irrigation and maintenance shall be limited to native, drought-tolerant seed mixes.

## **8.2 Water Quantity Measures**

Indoor water fixtures and outdoor irrigation fixtures shall use the latest technologies and be water use efficient fixtures. Residential fixtures, including but not limited to, toilets, urinals, shower heads, faucets, irrigation controllers shall be certified by the EPA’s Water Sense program, or have an equivalent rating. Other irrigation devices, such as spray sprinkler bodies shall be rated for efficiency and low flow. All water using residential appliances, such as dishwashers, ice machines, and washing machines, shall be certified by the Energy Star program. This will reduce water needs for the project. Verification of the installation of required water efficiency fixtures and appliances will be inspected prior to occupancy.

## **8.3 Erosion Control**

The PUD will comply with the Erosion Control Standards found in the Town Code or alternative best management practices as approved by the Town of Minturn.

## **8.4 Sustainability**

The PUD has been developed with environmental sustainability and energy efficiency at the forefront of the design. The PUD incorporates the latest in electric technological advances into the land planning and architectural designs. The following sustainability measures will be used within this PUD.

1. The project is an infill development which includes trails, access to public lands, public amenities and open space.
2. The project does not interfere with wildlife corridors and preserves ecologically sensitive lands.
3. The project avoids ridgeline development.
4. The neighborhood has been designed as an inclusive and socially diverse live-work play space.
5. The project includes clustered development and a diverse mix of housing types including deed restrictions on 100% of the residential density.
6. The Minturn North PUD is a walkable community.
7. Small scale solar panels are encouraged on all homes.
8. Each single-family home shall include a minimum of one (1) electric vehicle charging outlet.
9. All homes will be equipped with efficient water fixtures (Water Sense certified or equivalent) and appliances (EnergyStar certified or equivalent).
10. Sidewalks on Fourth Street and incorporation of the ECO Trail will be provided within the PUD such that everyone living within the PUD or coming to the PUD will be afforded reasonable pedestrian and bicycle access. Three public access soft-surface trails shall connect Miles End Lane with Taylor Avenue and the ECO Trail.

11. Exterior light fixtures within the PUD will be Dark Sky Compliant in an effort to minimize light pollution. Non dark sky compliant security lighting may be incorporated on an as needed for safety basis as approved by the Town of Minturn Design Review Board.
12. Low Impact Design has been incorporated into civil engineering and landscape plans by the incorporation of the “Water Wise Landscaping Regulations and Standards” as noted in Section 8.1 above. These regulations and standards apply to individual lot landscape designs, irrigation and maintenance, and all common area revegetation. Landscape design, irrigation and maintenance shall be limited to native, drought-tolerant seed mixes.

## **SECTION 9.0: WATER USE COMPLIANCE**

The Town of Minturn reserves the right to conduct water use audits as deemed necessary. Audits will be conducted if there is any indication that the criteria have not been followed. Any PUD Amendment which may affect the water usage of the PUD shall be approved by the Town of Minturn Town Council. Permanent irrigated area on each lot shall not exceed 2,000sf. Common area permanent irrigation shall not exceed 2,000 s.f. All other temporary irrigation shall be removed by applicant after a 2-year growth cycle. Applicant has agreed to limit temporary irrigation to a maximum of 50,000 s.f. in any given year which will require applicant to have at least 3 phases of temporary irrigation. Applicant has agreed to limit temporary irrigation to a 2-year growth cycle after which the temporary irrigation must be removed by applicant unless approved otherwise by the Town of Minturn. Applicant shall be required to notify the Town Planning Department and Town Manager before beginning and at the end of each 2-year temporary irrigation period. Permanent irrigation associated with individual residences shall be on a common, multi-zoned irrigation system controlled by the Minturn North Property Owners Association.

Sections 9.1-9.3 below shall be governed by the Town of Minturn “Water Wise Landscaping Regulations and Standards” in Chapter 16 of the Town of Minturn Municipal Code, with the exception of Sections 16-17-175 (a), (b) and (c), as may be amended from time to time. These regulations and standards apply to individual lot landscape designs, irrigation and maintenance, and all common area revegetation. Landscape design, irrigation and maintenance shall be limited to native, drought-tolerant seed mixes.

### **9.1 Irrigation Requirements**

To ensure the efficient use of water, the irrigation system shall be designed, installed, operated, and maintained in accordance with best management practices. Sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations. Permanent irrigation associated with individual residences shall be on a common, multi-zoned irrigation system controlled by the Minturn North Property Owners Association.

### **9.2 Planting**

Relevant soils information such as soil type and infiltration rate shall be utilized when designing irrigation systems. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turfgrass to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree. Temporary above ground irrigation to reestablish native



vegetation of disturbed areas shall be on separate zones from permanent irrigation system. Temporary irrigation shall be physically removed after two growing seasons unless approved by the Town of Minturn. Native vegetation shall be protected to the greatest extent practicable. Removal of trees, shrubs and irrigated areas and/or revisions to existing landscaping are subject to Town of Minturn Design Review approval.

**9.3 Irrigation System Maintenance**

As the landscape matures, adjustments to the system shall be in harmony with the original intent of the irrigation design. Scheduling of irrigation events shall match the needs of the plants to maintain health, appearance and meet the function of the landscape and adhere to the outdoor watering use regulations of the Town of Minturn. Irrigation systems shall be maintained by the Minturn North Property Owners Association to ensure proper operation and function for water use efficiency.

**SECTION 10.0: PUD ENFORCEMENT**

All provisions and requirements of this PUD Guide shall be enforced by the Town of Minturn to ensure the PUD is operated and maintained in accordance with the governing documents, guidelines, plans and requirements contained herein.

The Town of Minturn reserves the right to enforce issues related to water use in accordance with the PUD approval.

**SECTION 11.0: PUD AMENDMENTS AND MODIFICATIONS**

It is anticipated that modifications to this PUD Guide may be necessary from time to time as the development of the PUD progresses. An amendment may be filed only with the approval of the Declarant. The amendment procedures found in the Town of Minturn Code shall govern amendments to this PUD during the period of declarant control.

Subject to the provisions set forth below, Minor Modifications may be authorized by Declarant and approved at the discretion of the Town of Minturn Town Manager or assigns, Town Planning Commission or Town Council without requiring an amendment to the PUD, provided that the changes are similar in nature and, do not impact the listed permitted uses, are consistent with the intent of boundaries of a given parcel, do not adversely affect environmentally sensitive areas, or affect Game Creek stream setback requirements. Minor Modifications shall include, without limitation, the following:

- 1. Internal road and sidewalk alignment alterations subject to approval by the Town Engineer;
- 2. Trails alignment alterations, subject to approval by the Town Engineer;
- 3. Technical and engineering considerations first discovered during actual development which could not reasonably be anticipated during the approval process, subject to approval by the Town Engineer;
- 4. Modifications to development standards, not including building height or perimeter setbacks or parking requirements approved as part of the PUD, which do not have a

- significant material impact upon the overall intent of the PUD and which allow the improvements to be developed in a safe and efficient manner;
5. Adjustments to Planning Area boundaries up to 10% where the modification does not change the overall intent of the PUD nor result in the increase in the overall density approved within the PUD;
  6. Additions of land uses not previously itemized in the PUD Guide but are found to be similar, consistent, or having similar impacts to or with other uses listed in the PUD Guide;
  8. Temporary uses and lay down, if determined by the Town of Minturn Town Manager or assigns to be necessary to ensure appropriate review of the proposed uses; and
  9. Any other minor change that has no effect on the overall intent of the PUD.

Appeals of any decision hereunder by the Town of Minturn Town Manager shall be heard by the Town of Minturn Town Council pursuant to applicable administrative processes governed by the Minturn Town Code.

Major PUD Amendments not identified above as Minor Amendments shall require Town Council approval and are subject to the provisions of the Minturn Town Code.



**EXHIBIT B**

Wildlife Mitigation Plan

**APPENDIX AD**  
**MINTURN NORTH**  
**WILDLIFE MITIGATION PLAN**

This Wildlife Mitigation Plan is provided to avoid, minimize, and mitigate wildlife impacts resulting from the Minturn North PUD. The Town of Minturn and the Minturn North Property Owners Association will have the responsibility and authority to enforce this plan. **This plan will be incorporated by reference into the Declaration of Covenants, Conditions and Restrictions for the PUD.**

**1.0 DOGS**

Each residential lot will be permitted to have up to two dogs and offspring up to three months old. Dogs shall not be allowed off-leash within the PUD unless contained within an adequate facility such as fences, walled space, dog run, or kennel. These facilities must be located immediately adjacent to the residence within the building envelope and shall not exceed 500 square feet.

At no time are dogs allowed to run freely. When dogs move beyond their owner's building envelope, the dogs must be controlled by a leash and under the direct control of its owner(s) or owner(s) representative. Owner(s) or Owner(s) representative shall be required to immediately pick up any fecal waste of their animals and dispose of in an appropriate manner. Guests of homeowners shall comply with all dog control measures contained herein. It is the lot and/or dog owner's responsibility to ensure compliance.

Any dog harbored on-site must be licensed by the appropriate governmental entity and must wear the numbered identification tags provided.

Contractors, Sub-Contractors, and employees working within the PUD are prohibited from bringing dogs onto the PUD.

The Town, Property Owners Association, Eagle County and Colorado Parks and Wildlife (CPW) may also control stray dogs within the PUD. Persons not in compliance with these dog restrictions will be responsible for all costs for enforcing these provisions.

Homeowners will be educated regarding dog policies. Homeowners will also be educated that they should not feed dogs and other pets outside their homes, including decks, to avoid attracting nuisance wildlife or predators.

**2.0 FENCING**

a) Wildlife movements, optimize habitat availability, and reduce wildlife mortality. Except for designed character fencing (including privacy fencing), dog runs, temporary erosion, sediment control, Game Creek setback fencing, and construction fencing, fencing is prohibited throughout the PUD. All fencing must comply with the CPW approved fencing designs to facilitate local and migratory wildlife. Homeowners must educate themselves about bears and other wildlife via CPW's online brochure entitled: "Living with Wildlife in Bear Country".

Fencing along the Game Creek setback shall be maintained by the Association and conform to CPW approved fencing designs. Game Creek fencing shall not restrict movement of deer and elk with an opening in the lower ½ of at least 16” to allow passage of deer fawns and elk calves. This does not apply to approved individual lot fences. Individual lot owners shall maintain fencing on their property. All fencing shall not exceed 42” in height.

### **3.0 LIVESTOCK**

It is expressly prohibited to board or keep any livestock with the Minturn North PUD.

### **4.0 BEARS AND MOUNTAIN LIONS**

Black bears are known to travel great distances in their daily seasonal movements. Most bears do not cause damage where residential areas have encroached into bear habitat. The key is that if a bear doesn’t find food, it will move on. Black bears are omnivorous and while they mostly eat vegetation, they will eat almost anything. They will eat human food, garbage, hummingbird nectar, birdseed, pet food, grease off grills, suntan lotion, etc. Garbage generally provides the greatest attraction for bears to residential developments. Once a bear has found an easily accessible, consistent food source, it will overcome its wariness of people and visit regularly. This increases the chance of bear-human interaction. After repeated use of a food source, the bear may even act aggressively toward residents, their pets, or their unsuspecting neighbors. When this occurs and wildlife authorities are notified, the bear may be killed to protect human safety.

The following measures are required to reduce potential bear interaction:

- a) All lots must use bear proof trash cans. During construction, all trash bins must be regularly cleared of debris.
- b) Except for construction dumpsters, outside storage of trash or garbage, no matter how briefly (e.g., overnight), at any residence or anywhere in the PUD is not permitted. If wildlife damages trash containers to a point where they are ineffective, the trash containers must be kept indoors until they are replaced by effective containers by the Owner.
- c) There shall be no dumps or underground disposal within the PUD. Buried garbage will attract bears.
- d) Residents are prohibited from using a garden compost pile, unless the compost pile is contained within a bear proof receptacle meeting North American Bear Society, CPW, or U.S. National Park Service specifications. Town DRB approval is required for all compost bins and piles.
- e) Pets shall not be fed outside. Bowls of food left outside will attract bears and other predators and nuisance species (e.g., skunks) of wildlife. Some of these wildlife species may carry disease that can be transmitted to pets.
- f) Bird Feeders must be taken in at night.
- g) Homeowners must educate themselves about bears and other wildlife via CPW’s online brochure entitled: “Living with Wildlife in Bear Country”.
- h) Mountain Lions are occasionally present year-round in the Minturn area but may be more common from fall through spring when deer and elk are wintering and fawning/calving at lower elevations. Homeowners must educate themselves about bears and other wildlife via CPW’s online brochure entitled: “Living with Wildlife in Mountain Lion Country”. Except for

bird feeders, the feeding, baiting, salting, or other means of attracting wildlife to the PUD is prohibited.

**5.0 GAME CREEK PRESERVED AREA**

Riparian habitats support some of the highest wildlife values on any habitat type. As a result, the PUD has created a minimum 30' Game Creek setback with limited access for the purpose of enhancements and maintenance only. Permanent impacts to wetlands will be avoided. Appropriate precautionary measures shall be taken to assure the protection of all native vegetation with the wetland areas.

**6.0 NEIGHBORHOOD LANDSCAPING**

Landscaping within the PUD shall utilize plant material intended to minimize attraction to wildlife as well as visual cover for Mountain Lions.

**7.0 ADDITIONAL COMMITMENTS**

This Wildlife Mitigation Plan will be incorporated by reference into the Property Owners Association Declaration of Covenants, Conditions and Restrictions and cannot be changed without the written consent of CPW and the Town of Minturn.

**8.0 ENFORCEMENT**

The authority to enforce the terms of the Plan is granted to CPW, Eagle County, the Property Owners Association, and the Town of Minturn. If there is a violation of this Plan by an owner within the PUD, then the following procedures shall be taken to enforce the terms hereof:

- a) The owner violating the Plan shall first receive a written warning of the violation. The violation must be cured as reasonably determined by the Property Owners Association.
- b) If a second offense occurs of the same violation or owner does not remedy the offense within the reasonable timeframe, a \$100 fine will be assessed against the owner.
- c) If a third offense occurs of the same violation, owner will be assessed a \$500 fine.
- d) Future offenses by the same owner of the same violation will double as they occur.
- e) All remedies available under Colorado law shall be used to collect fines including the POA's right to lien a property.
- f) All collected fines will be paid 30% to the POA and 70% to the Town of Minturn.

Enforcement of the Wildlife Mitigation Plan shall be administered by the Minturn North Property Owners Association.



**Minturn Planning Department**  
Minturn Town Center  
301 Boulder Street  
Minturn, Colorado 81645



**Minturn Planning Commission**  
Chair - Lynn Teach  
Jeff Armistead  
Michael Boyd  
Amanda Mire  
Sage Pierson  
Tom Priest

## Minturn North Planned Unit Development

Due to the size of the Minturn North Planned Unit Development document, you can find it at the Active Planning Applications Page on the Town’s website. Please either click the following link or copy and paste it into your browser’s search bar.

<https://www.minturn.org/planning-zoning/pages/minturn-north-final-plan-and-final-plat-application>

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 16 – SERIES 2023

AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE FINAL SUBDIVISION PLAT  
FOR THE UPRR SUBDIVISION

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

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

**WHEREAS**, Chapter 17, Subdivisions, of the Code, regulates the subdivision of lands within the Town; and

**WHEREAS**, the purpose of Chapter 17 is to protect the health, safety and welfare of the citizens of the Town by providing for orderly, controlled development; by requiring disclosure to purchasers of unknown risks; and by establishing minimum standards for the design of land subdivision projects to ensure that all public and private facilities, including streets and other forms of access, drainage, water supply and sanitation improvements necessary to support human occupation on the land, are provided while also protecting the land form, streams and vegetation from the effects of excessive earthwork and deforestation resulting in extensive erosion and other forms of environmental deterioration; and

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

**WHEREAS**, Sec. 16-15-140 - Preliminary development plan submittal requirements, of the Code, states that where the PUD proposes activities that constitute a subdivision, the application for a preliminary plan for PUD shall also be required to meet the requirements of Chapter 17 of this Code regarding procedures for preliminary plat for subdivision; and

**WHEREAS**, Chapter 17, Article 6 of the Code governs the processing and review of Final Plat submittals; and

**WHEREAS**, the Preliminary Plat for UPRR Subdivision (“Preliminary Plat”) was approved by Resolution No. 19, Series 2023; and

**WHEREAS**, the Applicant submitted an application for Final Plat for UPRR Subdivision (“Final Plat”) on September 29, 2023; and

**WHEREAS**, the Final Plat will subdivide the parcel into two separate parcels allowing the creation of the Planned Unit Development; and

**WHEREAS**, Sec. 17-6-20 - Planning Commission review, of the Code, states that the Planning Commission (“Commission”) shall review the Final Subdivision Plat and make findings that the plat is in conformance with the approved preliminary subdivision plat and meets the requirements for final subdivision plat; and

**WHEREAS**, at its regular meeting held on October 11, 2023 the Commission recommended approval of the UPRR Subdivision Final Plat with conditions recommended by Town of Minturn Staff (“Town Staff”); and

**WHEREAS**, Town Staff has determined that the Final Plat conforms with the Town’s applicable standards and that the Applicant has successfully addressed all conditions of approval contained in Resolution No. 19, Series 2023 or otherwise recommended by the Commission; and

**WHEREAS**, the Minturn Town Council finds that the Final Plat conforms with the Code’s applicable standards; and

**WHEREAS**, the Town Council finds is necessary and proper to approve the UPRR Subdivision Final Plat.

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

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


SECTION 2. That the UPRR Subdivision Final Plat is hereby approved.

SECTION 3. That the UPRR Subdivision Final Plat is hereby approved subject to the following conditions:

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering “Game Creek Existing Mudflow Analysis” specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.
2. ~~The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023.~~

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 1ST DAY OF NOVEMBER 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15TH DAY OF NOVEMBER 2023 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 15TH DAY OF NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 14 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 18 OF THE MINTURN MUNICIPAL CODE TO AMEND THE 2021 INTERNATIONAL RESIDENTIAL CODE CONCERNING THE SPRINKLING OF RESIDENTIAL BUILDINGS UNDER 6000 SF

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 NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 15 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENT FOR MINTURN NORTH

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 16 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE UPRR SUBDIVISION

FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 17 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE MINTURN NORTH PUD

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO**

**ORDINANCE NO. 18 - SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE DISSOLUTION OF THE TOWN OF MINTURN GENERAL IMPROVEMENT DISTRICT.

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 19 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 11 OF THE MINTURN MUNICIPAL CODE TO AMEND THE PROHIBITION OF (SNOW) DEPOSITS ON PUBLIC WAYS

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**PUBLISHED IN THE VAIL DAILY ON SATURDAY,  
NOVEMBER 4, 2023.**



# FINAL PLAT UPRR SUBDIVISION

## Town of Minturn, County of Eagle, State of Colorado

**CERTIFICATE OF DEDICATION AND OWNERSHIP**

Know all men by these presents that Union Pacific Railroad Company, being sole owner in fee simple of all that real property situated in the Town of Minturn, Eagle county, Colorado described as follows:  
 A Parcel of land being a portion of the Northwest Quarter, of Section 26, Township 5 South, Range 81 West of the Sixth P.M. according to the Dependent Resurvey thereof accepted September 13, 1943 and also being a portion of the lands defined in the Quitclaim Deed recorded December 2, 2014 as Reception No. 201420764 and being more particularly described as follows:  
 Beginning at a point on the North Line of said Section 26 from which the Northwest Corner of said Section bears N89°57'12"W 617.57 feet; thence upon said North Section line S89°57'12"E 676.63 feet, to the northwest corner of lands platted as, Palmeteer Parcels recorded as Reception No. 200824176; thence departing said North Section line and upon the western boundary of said Palmeteer Parcels and upon the western line of lands platted with document recorded as Reception No. 225471 the following three (3) courses 1) S00°54'37"E 582.09 feet; 2) N89°17'04"E 19.82 feet; 3) S00°38'41"E 11.65 feet to the western boundary of Taylor Avenue Dedication recorded as Reception No. 144697; thence upon said western boundary of Taylor Avenue the following nineteen (20) courses: 1) S61°43'33"W 0.57' 2) 146.86 feet upon a curve to the left having a radius of 123.25 feet the chord of which bears S27°35'25"W 138.33 with a central angle of 68°16'25"; 3) S06°32'44"E 191.80 feet; 4) 97.75 feet upon a curve to the right having a radius of 294.17 feet the chord of which bears S02°58'26"W 97.31 with a central angle of 19°02'23" to a point of reverse curve; 5) 136.62 feet upon a curve to the left having a radius of 315.79 feet the chord of which bears S00°06'00"W 135.56 with a central angle of 24°47'18"; 6) S12°17'38"E 36.23 feet; 7) 36.82 feet upon a curve to the right having a radius of 237.18 feet the chord of which bears S07°50'50"E 36.78 with a central angle of 08°53'38"; 8) S03°24'01"E 331.37 feet; 9) 56.70 feet upon a curve to the right having a radius of 354.36 feet the chord of which bears S01°04'30"W 56.64 feet with a central angle of 09°10'04"; 10) S05°39'15"W 31.82; 11) 61.97 feet upon a curve to the left having a radius of 613.32 feet the chord of which bears S02°45'35"W 61.94 feet with a central angle of 05°47'20"; 12) S00°08'06"E 130.70 feet; 13) 51.69 feet upon a curve to the left having a radius of 600.87 feet the chord of which bears S02°35'58"E 51.67 feet with a central angle of 04°55'43"; 14) S05°03'50"E 70.50 feet; 15) 38.39 feet upon a curve to the right having a radius of 483.44 feet the chord of which bears S02°47'20"E 38.38 feet with a central angle of 04°33'00"; 16) S00°30'50"E 233.54 feet; 17) 39.30 feet upon a curve to the right having a radius of 1128.82 feet the chord of which bears S00°29'01"W 39.30 feet with a central angle of 01°59'41"; 18) S01°28'51"W 104.95 feet; 19) 152.32 feet upon a curve to the right having a radius of 247.77 feet the chord of which bears S19°05'31"E 149.93 feet with a central angle of 35°13'22"; 20) S36°42'11"W 48.35 feet; thence departing said Taylor Avenue, the following eleven (11) courses: (1) 211.61 feet upon a curve to the left having a radius of 2208.58 feet the chord of which bears N05°16'34"W 211.53 feet with a central angle of 05°29'23"; (2) N08°01'15"W 215.43 feet; (3) 252.18 feet upon a curve to the left having a radius of 2013.41 feet the chord of which bears N11°36'33"W 252.02 feet with a central angle of 07°10'35"; (4) N15°11'50"W 538.46 feet; (5) N14°53'24"W 239.29 feet; (6) 127.07 feet upon a curve to the right having a radius of 800.55 feet the chord of which bears N11°48'34"W 126.94 feet with a central angle of 09°05'41"; (7) N07°15'43"W 164.66 feet; (8) 143.34 feet upon a curve to the left having a radius of 763.58 feet the chord of which bears N12°38'24"W 143.13 feet with a central angle of 10°45'20"; (9) N18°01'03"W 324.55 feet; (10) 60.43 feet upon a curve to the left having a radius of 2813.69 feet the chord of which bears N18°37'58"W 60.43 feet with a central angle of 01°13'50"; (11) N19°14'54"W 346.49 feet to the Point of Beginning.  
 Containing 18.955 acres more or less; and has caused the same to be laid out, platted and subdivided, and designated as UPRR SUBDIVISION, a Subdivision in the Town of Minturn, County of Eagle, Colorado, and does hereby accept responsibility for the completion of the improvements required by this plat, and do hereby dedicate and set aside all of the roads and other public improvements and places as shown on the accompanying plat to the use of the public forever.

OWNER: Union Pacific Railroad Company ADDRESS: 1400 Douglas Street, MS 1640, Omaha, NE 68179

BY: \_\_\_\_\_  
 Chris D. Goble  
 TITLE: Assistant Vice President - Real Estate

STATE OF NEBRASKA )  
 )SS  
 COUNTY OF DOUGLAS )

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BY CHRIS D. GOBLE AS ASSISTANT VICE PRESIDENT- REAL ESTATE OF UNION PACIFIC RAILROAD COMPANY.

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL  
 \_\_\_\_\_  
 NOTARY PUBLIC

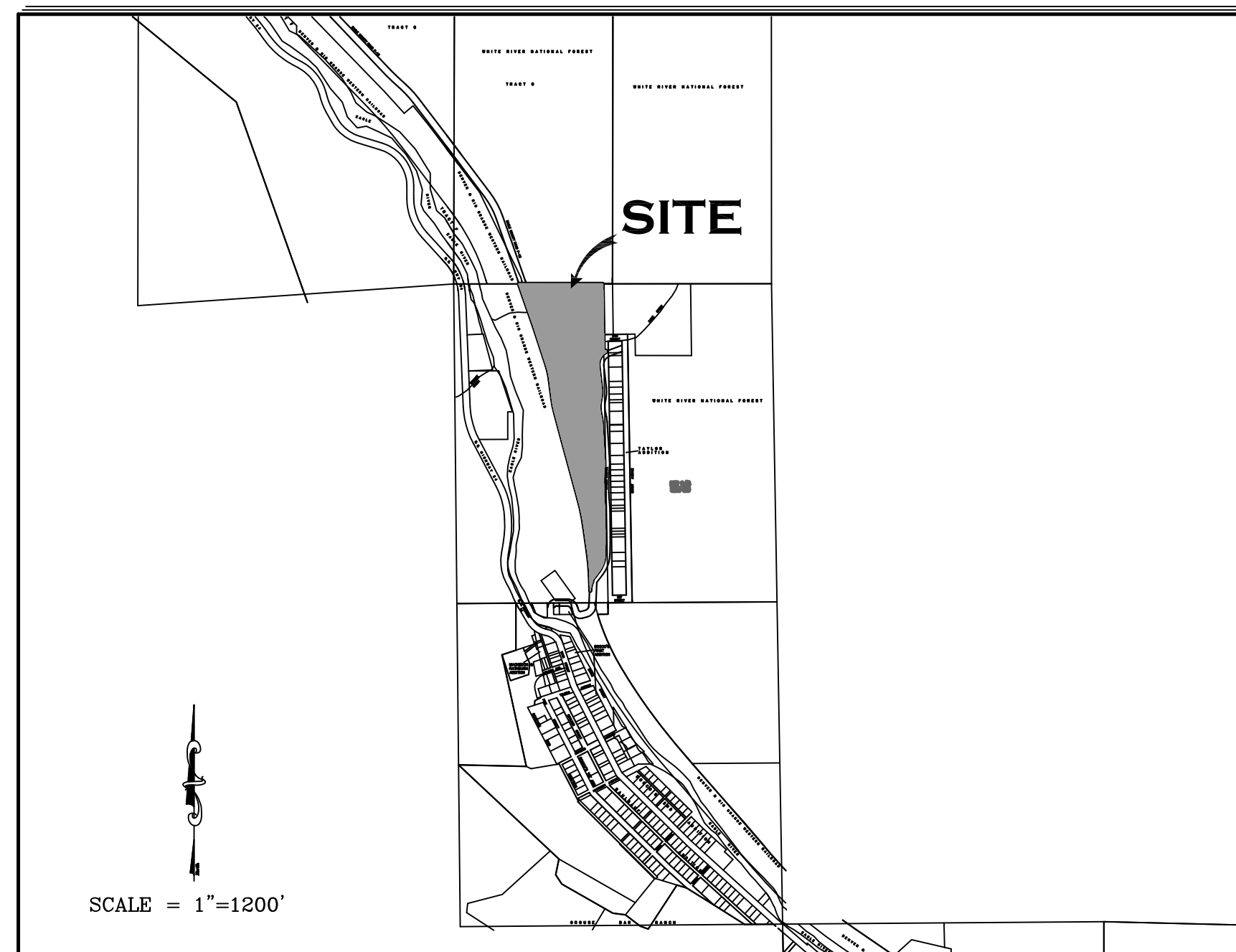
**MINTURN TOWN CERTIFICATE**

This plat is approved by the Town Council of the Town of Minturn, County of Eagle, State of Colorado this \_\_\_\_ day of \_\_\_\_, 2023, for filing with the Clerk and Recorder of the County of Eagle, Colorado, and for conveyance of the dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Minturn for financing or construction of improvements of said lands, streets or easements dedicated to the public, except as specifically agreed to by the Town Council of the Town of Minturn.

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

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

MAYOR TOWN OF MINTURN, COLORADO TOWN CLERK TOWN OF MINTURN, COLORADO



PORTION OF SECTION 26,  
TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

**SURVEYOR'S CERTIFICATE**

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



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

**LAND USE TABLE**

PARCEL	USE	AREA	ADDRESS
1	Residential	13.485 Acres	0100 Minturn Road
2	Residential	5.470 Acres	0500 Minturn Road
<b>TOTAL</b>		<b>18.955 ACRES</b>	

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

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

**CERTIFICATE OF TAXES PAID**

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of \_\_\_\_\_, 2021 upon all parcels of real estate described on this Plat are paid in full.

DATED THIS \_\_\_\_\_ OF \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
 TREASURER OF EAGLE COUNTY

**TITLE CERTIFICATE**

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

AGENT: \_\_\_\_\_

**GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:**

- 1) The purpose of this Final Plat is to (i) subdivide the parcel described hereon in Certificate of Dedication and Ownership into two (2) separate parcels as defined and labeled herein pursuant to Town of Minturn Land Use Regulations and Colorado Revised Statutes concerning the subdivision of land.
- 2) Basis of Bearing: Assumed bearing of N 27°04'04" W between monuments marking the Center-West sixteenth corner Section 26 and the Northwest Corner Section 26, Township 5 South, Range 81 West, of the 6th Principal Meridian, as shown and described herein, bearing based on the non-recorded stamped Land Survey Plat performed by Eagle Valley Survey and dated August 7, 2018.
- 3) Survey Date: June & July 2023.
- 4) Legal description, easements and location of boundary lines are based on Old Republic National Title Insurance Company order number ABC50050645-9, dated August 03, 2023, Quitclaim Deed recorded December 02, 2014 as Reception No. 201420764 along with plats and survey monumentation referenced hereon. In regards to items referenced in schedule B II of this title commitment referenced above: Items 1-8, 10, 21, 24, 27 and 30 were not researched by surveyor or found to not contain easement restrictions or other survey or plating related issues.
- Item 9 - Pipe easement does not effect this platted parcel, falls in Northeast Quarter of the Northwest Quarter of Sec 26, T5S, R81W.
- Item 11&12- Ordinance and Dedication regarding Taylor Avenue. Depicted hereon by eastern Boundary, recorded in Book 248 at Page 178 and Book 248 at Page 452.
- Item 13 - 20 foot Sewer Easement, Does not effect this platted Parcel.
- Item 14 - Conveyance to State Department of Highways, Does not Effect these platted lands.
- Item 15 - Does not effect these Platted lands but references vacation of portions of Taylor Addition to the Town of Minturn.
- Item 16 - effects subject parcel as it is an Annexation of property to Town of Minturn recorded in Book 333 at Page 349.
- Item 17 & 18- Do not effect subject Parcel.
- Item 19 - Conveyance described in Book 687 at Page 268 does not contain any easements not already defined hereon.
- Item 20 - Does not effect these Platted lands. (a.k.a. subject parcel)
- Item 22 - Public Service Company of Colorado Easement, Reception No. 897924, falls off subject Parcel.
- Item 23 - Boundary Agreement recorded as Reception No. 200824177, called out as adjoiner hereon.
- Item 25 & 26 - Parcel is subject to Mapping of Piping and Ditches in area of this subject parcel defined in document recorded as Reception No. 201703240, and 201703454 any rights or restrictions and exact location thereof not clear to surveyor from face of documents.
- Item 29 - Parcel is subject to 1904 40 foot wide easement for right of way from Denver Rio Grand railroad to Eagle County, the location of which is not determinable from face of document. This Agreement has is to have been Terminated prior to the Recording of this Plat.
- 5) These Platted Lands are subject to Union Pacific Railroad Company Agreements identified as: i) Audit No. 236938, ii) Audit 272056, iii) Audit No. 295374, iv) Audit No. S029117, v) Audit S024713, vi) Audit No. S024713, vii) Audit No. 272056, viii) Audit No. S716476, and viii) Audit No. S025616
- 6) Lineal Units of the U.S. Survey Foot were used herein.

**CLERK AND RECORDER'S CERTIFICATE**

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

BY: \_\_\_\_\_  
 CLERK AND RECORDER DEPUTY

Revised Boundary Dim 11-07-23 MSS  
 Revised in House 10-06-23 MSS  
 Revised Legal Call 09-27-23 MSS  
 Revised Per In House 08-22-23 MSS  
 Revised Per In House 08-18-23 MSS  
 Revised Boundary 07-24-23 MSS  
 Revised Boundary 07-23-23 MSS

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

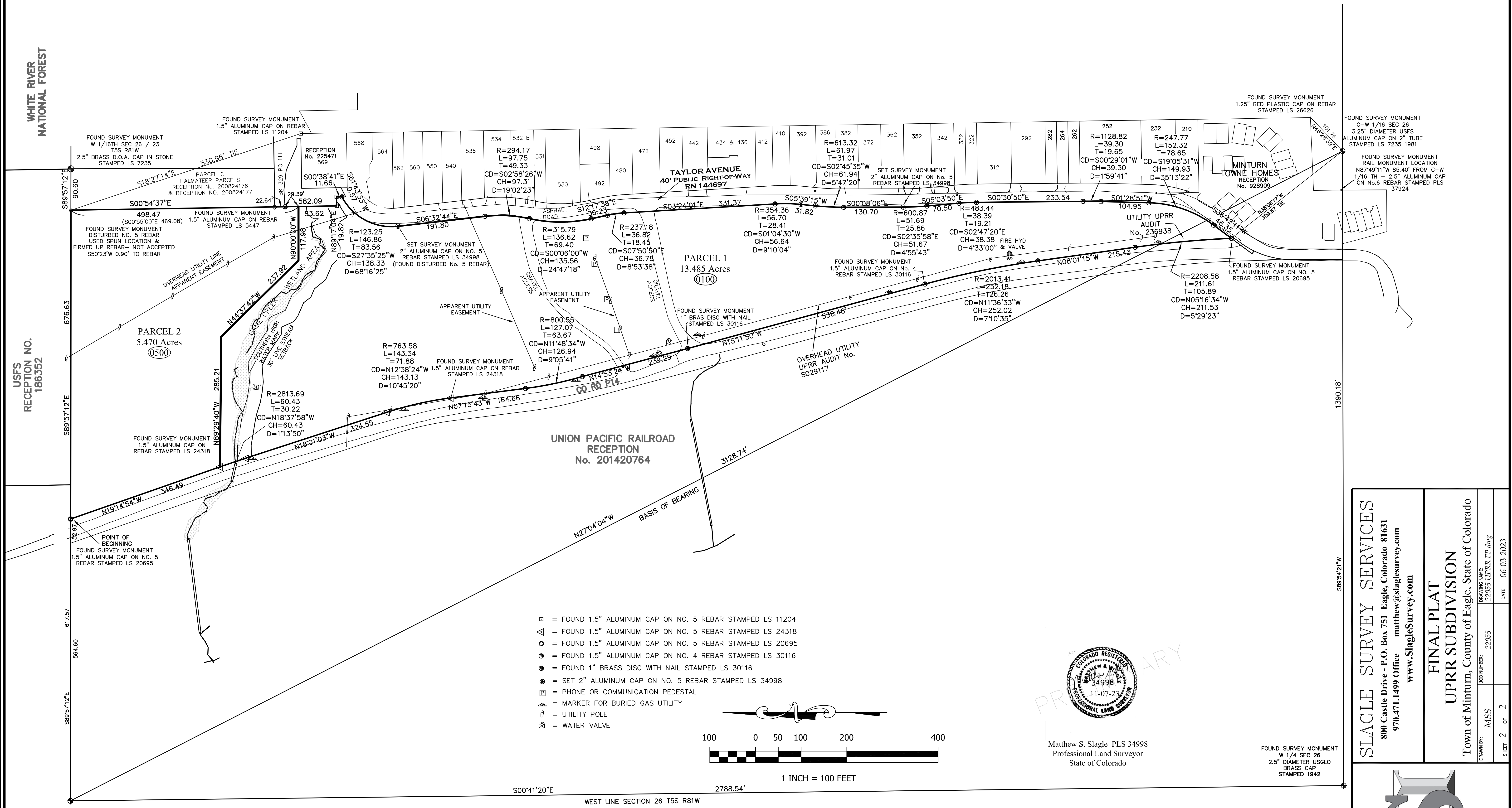
**FINAL PLAT  
 UPRR SUBDIVISION**  
 Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055 UPRR FP.dwg
SHEET 1 OF 2	DATE: 06-03-2023	

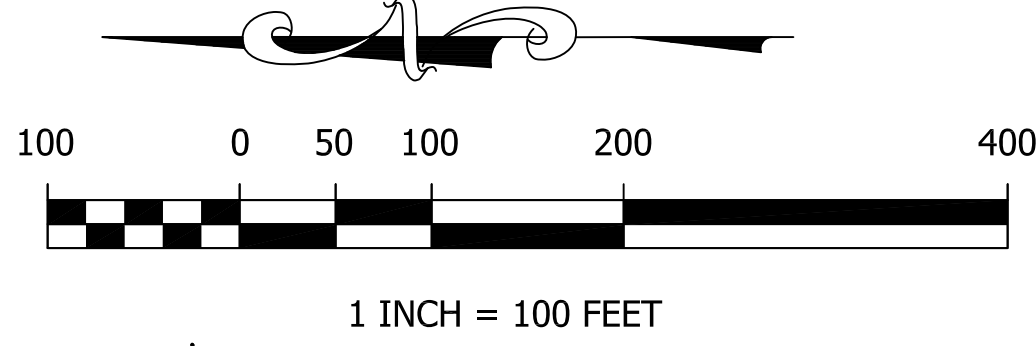


# FINAL PLAT UPRR SUBDIVISION

Town of Minturn, County of Eagle, State of Colorado  
SHEET 2 OF 2



- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 11204
- △ = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 24318
- = FOUND 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 20695
- = FOUND 1.5" ALUMINUM CAP ON NO. 4 REBAR STAMPED LS 30116
- = FOUND 1" BRASS DISC WITH NAIL STAMPED LS 30116
- = SET 2" ALUMINUM CAP ON NO. 5 REBAR STAMPED LS 34998
- ☐ = PHONE OR COMMUNICATION PEDESTAL
- ▲ = MARKER FOR BURIED GAS UTILITY
- ⊕ = UTILITY POLE
- ⊕ = WATER VALVE



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

FOUND SURVEY MONUMENT  
W 1/4 SEC 26  
2.5" DIAMETER USGL0  
BRASS CAP  
STAMPED 1942

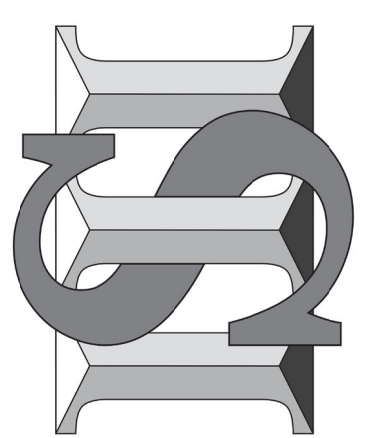
FOUND SURVEY MONUMENT  
NW CORNER SEC 26  
T5S R81W 6TH PM  
2.5" USGL0 BRASS CAP ON  
1" PIPE - STAMPED 1942  
(LOCATED BASE OF LEANING PIPE)

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

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**FINAL PLAT  
UPRR SUBDIVISION**  
Town of Minturn, County of Eagle, State of Colorado

DRAWING NAME: 22055 UPRR FP.dwg  
JOB NUMBER: 22055  
DRAWN BY: MSS  
DATE: 06-03-2023  
SHEET 2 OF 2





TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 17 – SERIES 2023

AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE FINAL SUBDIVISION PLAT  
FOR THE MINTURN NORTH PUD

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

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

**WHEREAS**, Chapter 17, Subdivisions, of the Code, regulates the subdivision of lands within the Town; and

**WHEREAS**, the purpose of Chapter 17 is to protect the health, safety and welfare of the citizens of the Town by providing for orderly, controlled development; by requiring disclosure to purchasers of unknown risks; and by establishing minimum standards for the design of land subdivision projects to ensure that all public and private facilities, including streets and other forms of access, drainage, water supply and sanitation improvements necessary to support human occupation on the land, are provided while also protecting the land form, streams and vegetation from the effects of excessive earthwork and deforestation resulting in extensive erosion and other forms of environmental deterioration; and

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

**WHEREAS**, Sec. 16-15-140 - Preliminary development plan submittal requirements, of the Code, states that where the PUD proposes activities that constitute a subdivision, the application for a preliminary plan for PUD shall also be required to meet the requirements of Chapter 17 of this Code regarding procedures for preliminary plat for subdivision; and

**WHEREAS**, Chapter 17, Article 6 of the Code governs the processing and review of Final Plat submittals; and

**WHEREAS**, the Preliminary Plat for Minturn North PUD (“Preliminary Plat”) was approved by Resolution No. 19, Series 2023; and

**WHEREAS**, the Applicant submitted an application for Final Plat for Minturn North PUD (“Final Plat”) on September 29, 2023; and

**WHEREAS**, the Final Plat will create various lots with building envelopes and open space areas and tracts; and

**WHEREAS**, Sec. 17-6-20 - Planning Commission review, of the Code, states that the Planning Commission (“Commission”) shall review the Final Subdivision Plat (“Final Plat”) and make findings that the plat is in conformance with the approved preliminary subdivision plat and meets the requirements for final subdivision plat; and

**WHEREAS**, at its regular meeting held on October 11, 2023 the Commission recommended approval of the Minturn North PUD Final Plat with conditions recommended by Town of Minturn Staff (“Town Staff”); and

**WHEREAS**, Town Staff has determined that the Final Plat conforms with the Town’s applicable standards and that the Applicant has successfully addressed all conditions of approval contained in Resolution No. 19, Series 2023 or otherwise recommended by the Commission; and

**WHEREAS**, by Ordinance No. 16, Series 2023 the Town Council approved the UPRR Subdivision Final Plat that creates the parcel which the Minturn North PUD Final Plat further subdivides; and

**WHEREAS**, the Minturn Town Council finds that the Final Plat conforms with the Code’s applicable standards; and

**WHEREAS**, the Town Council finds is necessary and proper to approve the Minturn North PUD Final Plat.

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

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

SECTION 2. That the Final Plat for Minturn North PUD is hereby approved.


SECTION 3. That the Minturn North PUD Final Plat is hereby approved subject to the following conditions:

1. Prior to sale of Lots 1-4 or issuance of a building permit for any of Lots 1-4, Applicant shall provide the Town with additional documentation based on the Wright Water Engineering “Game Creek Existing Mudflow Analysis” specifically related to the Game Creek Drainage confirming that the currently designed berm or other means of mudflow protection which may be provided to be located within the Game Creek setback is sufficient to reasonably mitigate against a 100-year mudflow event. Such additional documentation shall be provided by a professional engineer licensed in the State of Colorado. Such evaluation(s), report(s), and/or studies shall be reviewed by Colorado Geological Survey and approved by the Town Engineer.

- 2. ~~The Applicant shall work with the Town Engineer and Town Attorney to address and resolve all outstanding technical comments related to plat language and/or survey data prior to second reading of Ordinance No. 16, Series 2023.~~

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 1ST DAY OF NOVEMBER 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15TH DAY OF NOVEMBER 2023 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 15TH DAY OF NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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







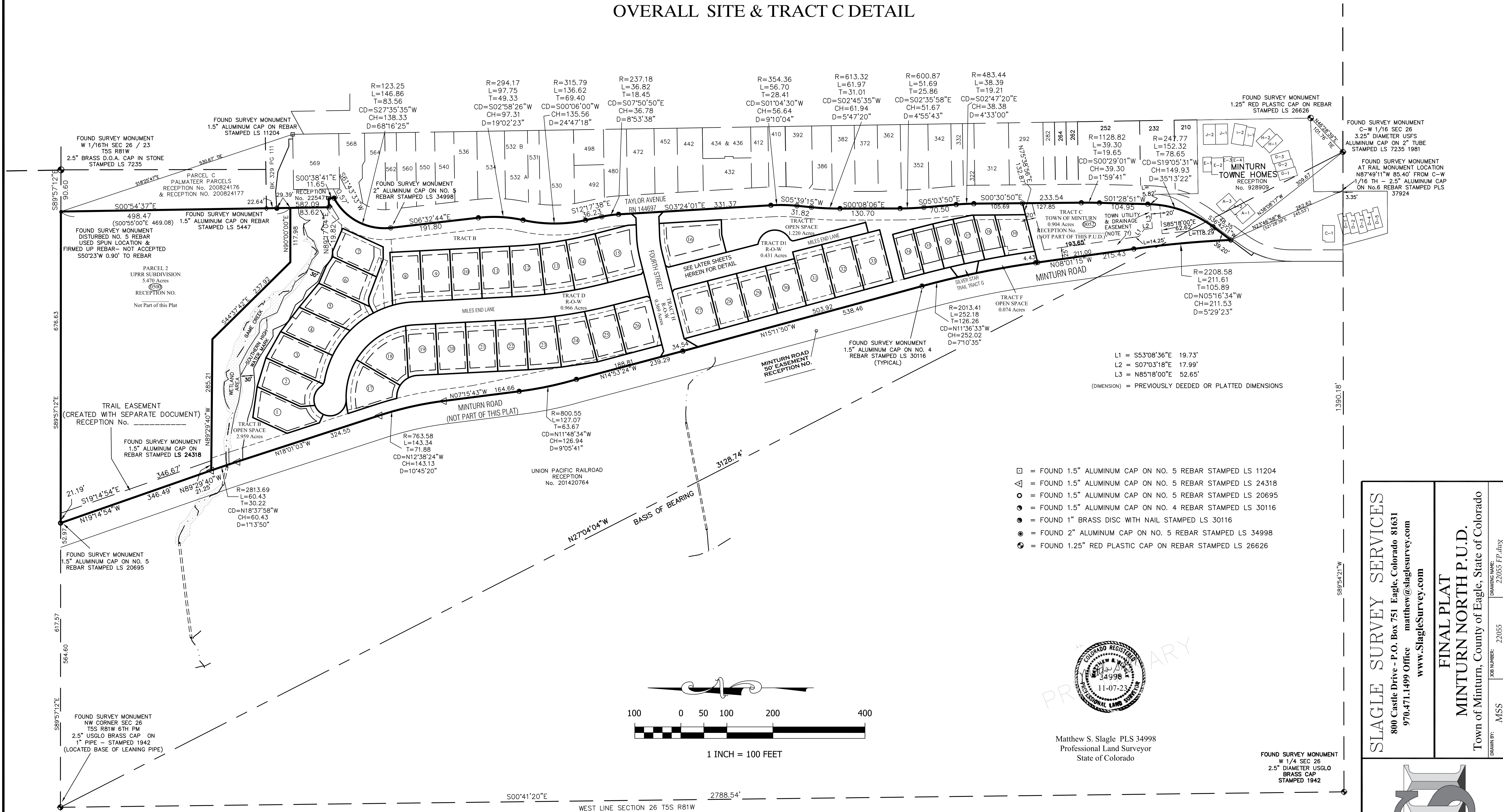


# FINAL PLAT MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

SHEET 2 OF 5

## OVERALL SITE & TRACT C DETAIL



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

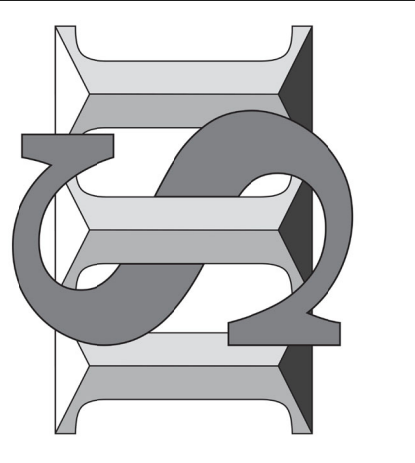
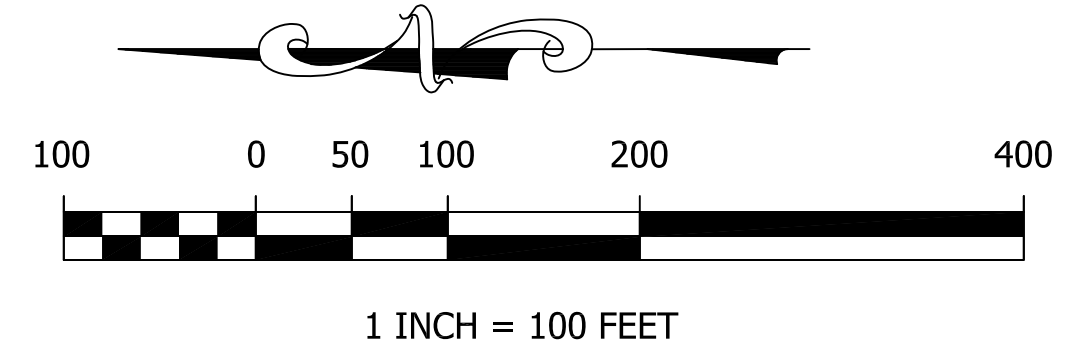
**SLAGLE SURVEY SERVICES**  
 800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631  
 970.471.1499 Office matthew@slagle.com  
 www.SlagleSurvey.com

**FINAL PLAT**  
**MINTURN NORTH P.U.D.**  
 Town of Minturn, County of Eagle, State of Colorado

DRAWING NAME: 22055.FP.dwg  
 JOB NUMBER: M55  
 DATE: 08-13-2023  
 SHEET 2 OF 5



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

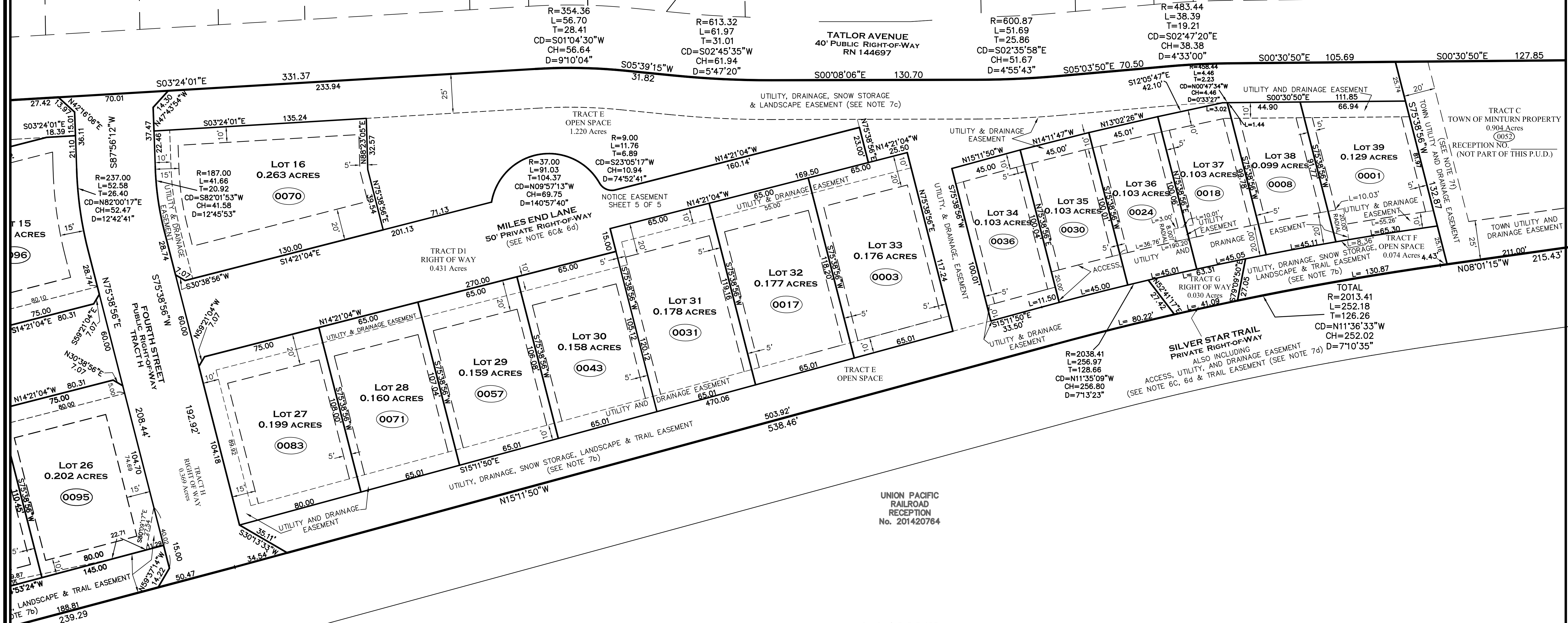








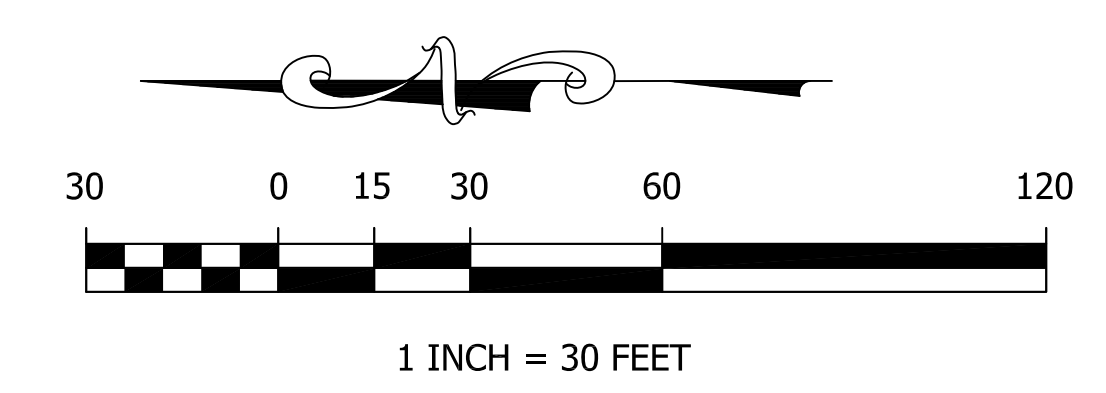
# FINAL PLAT MINTURN NORTH P.U.D. Town of Minturn, County of Eagle, State of Colorado SHEET 4 OF 5



--- = BUILDING ENEVELOPE  
 - - - = EASEMENT LINE  
 ——— = PROPERTY LINE



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



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**FINAL PLAT  
 MINTURN NORTH P.U.D.**  
 Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055 FP.dwg
SHEET 4 OF 5	DATE: 08-13-2023	



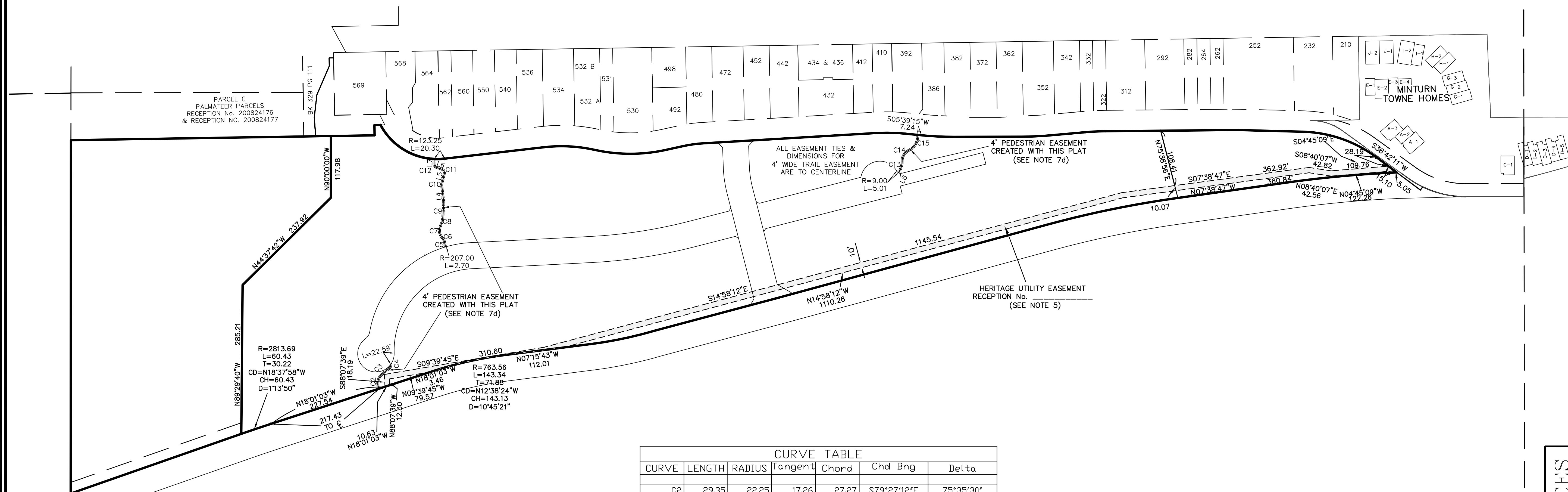
# FINAL PLAT

## MINTURN NORTH P.U.D.

Town of Minturn, County of Eagle, State of Colorado

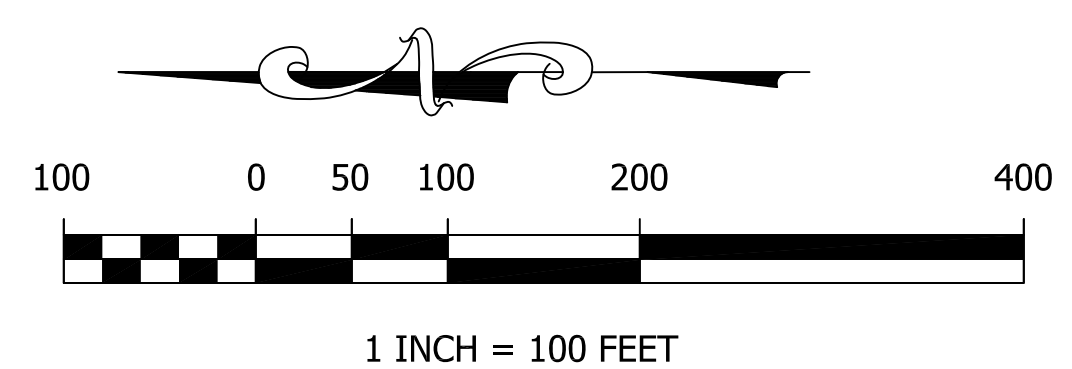
### SHEET 5 OF 5

### ADDITIONAL EASEMENT DETAIL SHEET



LINE	LENGTH	BEARING
L4	32.13	N83°15'49"E
L5	14.91	S77°04'30"E
L6	11.48	N18°26'21"E
L7	9.83	S89°36'46"E
L8	7.28	N62°43'18"W

CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C2	29.35	22.25	17.26	27.27	S79°27'12"E	75°35'30"
C3	18.66	276.62	9.33	18.65	S39°43'32"E	3°51'51"
C4	9.01	8.52	4.97	8.59	S68°04'17"E	60°33'21"
C5	7.90	333.24	3.95	7.90	S79°46'25"W	1°21'33"
C6	11.08	18.95	5.70	10.93	N63°41'55"E	33°30'33"
C7	24.01	20.01	13.69	22.60	S81°19'10"W	68°45'04"
C8	20.65	49.15	10.48	20.50	S76°20'24"E	24°04'13"
C9	22.78	236.37	11.40	22.77	S85°36'54"E	5°31'15"
C10	12.77	20.27	6.60	12.56	S83°06'39"E	36°05'40"
C11	9.29	7.31	5.39	8.68	N57°19'55"E	72°46'53"
C12	8.09	6.45	4.68	7.57	N54°28'07"E	71°50'14"
C13	15.45	30.72	7.89	15.28	S77°07'28"E	28°48'21"
C14	27.14	23.79	15.26	25.69	S58°50'20"E	65°22'36"
C15	35.79	30.20	20.33	33.73	S60°06'18"E	67°54'31"



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Professional Land Surveyor  
State of Colorado

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**FINAL PLAT**  
**MINTURN NORTH P.U.D.**  
Town of Minturn, County of Eagle, State of Colorado

DRAWING NAME: 22055 FP.dwg  
JOB NUMBER: MSS 22055  
DATE: 08-13-2023

TRAWN BY: MSS  
SHEET 5 OF 5

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[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

*Glenwood Springs – Main Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Aspen*  
0133 Prospector Rd.  
Suite 4102J  
Aspen, CO 81611

*Montrose*  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

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

DATE: November 10, 2023  
TO: Minturn Mayor and Council  
FROM: Karp Neu Hanlon, P.C.  
RE: Minturn North PUD Agreement

---

Section 16-15-220 of the Code provides for a Planned Unit Development Agreement (“PUD Agreement”) to be adopted with the approval of the final development plan.

**Sec. 16-15-220. - Planned Unit Development agreement for final development plan.**

- (a) General. Concurrent with the approval of a final development plan for the PUD, the applicant and the Town Council shall enter into a PUD agreement binding the Planned Unit Development to any conditions placed in the agreement.
- (b) Common park and recreation areas. The PUD agreement shall refer to the approved common open space, park and recreation area plan. It shall outline the areas of common open space, parks and recreation lands and specify any agreement on the part of the developer to preserve the open space, parks and recreation lands and how this will be implemented by deeding the land to the appropriate entity. It shall also identify any deed or other restrictions against future residential, commercial or industrial development. It shall also include the terms by which any common areas shall be maintained.
- (c) Landscape guarantee. The PUD agreement shall set down how the landscaping proposed for the PUD will comply with the Town standards. In order to ensure implementation and maintenance of the landscape plan, the Town may require the developer to provide a guarantee for no less than one hundred twenty-five percent (125%) of the current cost of the landscaping improvements, as estimated by the applicant and approved by the Town Council, to ensure the installation of all landscaping shown and the continued maintenance and replacement of that landscaping for a period of two (2) years after installation. The guarantee shall be in a form acceptable to the Town Council, upon a recommendation from the Town Attorney. As portions of the landscape improvements are completed, the Planning Director shall inspect them and, upon approval and acceptance, shall authorize the release of the agreed estimated cost for that portion of the improvements, except that ten percent (10%) shall be withheld until all proposed improvements are completed and approved, and an additional twenty-five percent (25%) shall be retained until the improvements have been

maintained in a satisfactory condition for two (2) years.

- (d) Public facilities guarantee. In order to ensure installation of necessary public facilities planned to accommodate the development, the PUD agreement shall provide a guarantee for no less than one hundred percent (100%) of the current estimated cost of such public facility improvements, as estimated by the applicant, reviewed by the Town Engineer and approved by Town Council. The guarantee shall be in a form acceptable to the Town Council, upon a recommendation from the Town Attorney. As portions of the public facilities improvements are completed, the Town Engineer shall inspect them and, upon approval and acceptance, shall authorize the release of the agreed cost for that portion of the improvements, except that ten percent (10%) shall be withheld until all proposed improvements are completed and approved by the Town Engineer.

Resolution No. 31 authorizes the Mayor to sign a PUD development agreement for the Minturn North subdivision. The PUD Agreement is a lengthy document containing several commitments associated with the implementation and long term maintenance of the Minturn North PUD. There are several exhibits attached to the PUD Agreement that are substantive in nature. This memo outlines the provisions of the PUD Agreement and the relevant exhibits.

Section 3.B. and 3.C. deal with water rights and water service for the property within the PUD. The developer will pay the current rates for water right dedication in lieu fees and for water tap fees. The PUD creates 39 lots. The developer has a credit for six existing SFEs of water service. The developer is additionally acquiring one SFE of service to irrigate common area. As such, the developer will pay 34 tap fees in the amount of \$439,960 and 34 SFEs for water rights dedication in lieu of fees totaling \$1,377,034. These fees will be paid within 30 days of recording the final plat. System improvement fees which are associated with the size of a structure will be paid at the time of building permit. Because some of the structures at Minturn North may be larger in size than 3000 square feet (the maximum size for a 1 SFE house) the development agreement reserves the right for a period of two years to use up to a total 54 SFEs of water rights dedication which can be acquired at the time of building permit. The PUD agreement contains a release of 16 SFEs of water service reserved to the Minturn North development in ordinance #5, series 2020. The developer will also convey a portion of historic water rights associated with the UPRR rail yard. These water rights, unfortunately, cannot be integrated into the Town's water supply.

Section 4.C. contains limitations on the amount of irrigation that can occur on lots within the PUD. Specifically, each lot is limited to a maximum of 2000 square feet of irrigated landscaped area. This is true regardless of whether a lot owner pays additional water rights dedication in lieu of fees to build a larger house.

The PUD Agreement requires several real property interest conveyances. These are outlined in Section 3.D. and the attached exhibits. The developer will convey a parcel of land 0.9 acres in size (identified as Tract C on the plat) to the Town. At the time that this property is conveyed, the town will pass a resolution indicating that the property is not being held for a public purpose. This will allow the town flexibility to determine a future use of this property through a planning process.

The PUD Agreement contains several provisions related to conveyances from the Union Pacific Railroad company (UPRR).

- The Town will be a party to an agreement with Eagle County and UPRR to vacate an outdated easement for Minturn Road (Exhibit D2). This will then be replaced with the surveyed easement for Minturn Road (Exhibit D3) together with an easement for a portion of Railroad Ave. that is located on UPRR property. The Railroad Ave. easement includes land on the north side to construct pedestrian improvements.
- UPRR has offered to grant to the Town various easements and crossing agreements to clean up existing roadway network features that interact with UPRR land and the railroad tracks. This includes easements and crossing agreements for the location where Railroad Ave. crosses the railroad tracks and where Minturn Road crosses the railroad tracks near Dowd Junction. These easements and crossing agreements are subject to standardized direct the Town’s ability to undertake work or interfere with the railway network. These documents are attached as exhibits D4, D5, D6, and D7.
- UPRR held an old reversionary interest in land underlying Taylor Ave. As part of recording the Final Plat, UPRR will vacate any interest it has in Taylor Ave. (Exhibit D8).

As part of the application, Minturn North offered to record a restrictive covenant against lots 34-39 dedicating these lots to locals’ housing (Exhibit E). The covenant requires that these lots be offered first to Minturn residents at the time of any sale. In the event that there is not an interested Minturn resident buyer, then the lots can be offered to Eligible Households within Eagle County. Eligible Households include persons who are employed at least 30 hours per week within Eagle County or who are over the age of 60 and are retired Eagle County residents. Houses on lots 34-39 can be rented – but only to Eligible Households. The effect of this restriction is to require that the users of lots 34 - 39 be Eligible Households who are locals. The term of this covenant runs for 50 years.

Additionally as part of the application, Minturn North agreed to record a restrictive covenant against lots 1-33 imposing a transfer assessment for non-permanent resident buyers. The transfer assessment applies to all non-Eligible Households. Similar to the locals housing covenant, Eligible Households work in Eagle County at least 30 hours per week, are telecommuter employees who live in Eagle County, or are retired Eagle County residents. The homes on the lots must be used as a primary residence for at least 9 of 12 months of the year. Rental of the property is prohibited under the covenant. In the event that a non- permanent resident purchases a lot, a 1% transfer assessment on the purchase price will be added and paid to the Town. Further, if an owner loses their Eligible Household status under the covenant, they can be required to pay the transfer assessment at that time. Council should be aware that not every one of lots 1 - 33 will pay the transfer assessment. This should not be viewed as a robust source of regular income to the Town.

The developer will form a property owners association to govern common elements within the PUD. The Declaration of Covenants is Exhibit G to the PUD Agreement. The common elements generally include internal roadways, sidewalks, drainage facilities, a mud flow protection berm, and common



areas such as Game Creek. Common elements are required to be funded and maintained by the owners association. The association will be responsible for landscape maintenance of all of the lots. The developer will be installing a separate irrigation system from the water lines that serve the houses. This will have a master meter making it easier for the Town to track water usage for irrigation purposes. In response to Council comments, an architectural review committee was eliminated from the covenants. Further, the developer removed certain use restrictions associated with outside storage and play equipment.

The PUD agreement approves the construction plans for the subdivision. Those plans have been reviewed by Jeff Spanel. Jeff has drafted a letter of various technical changes that need to be made to the construction plans prior to recordation of the final plat. Resolution No. 31 is contingent upon the developer completing the items listed in Jeff Spanel's letter.

Section 4 of the PUD Agreement memorializes various commitments made by the developer during the application process. These include the construction of the eco trail, soft surface trails within the PUD, and sidewalks along 4th Street. The internal trails and roads are open to the public. Drainage improvements along Taylor Ave. 4th Street and under Minturn Road will be maintained by the owners association. In the event that the association fails to maintain these structures, the Town can do so and bill back the owners association. The developer will construct improvements to Minturn Road between the PUD and Dowd Junction. These improvements must be engineered within one year of this approval. The developer will then have two years thereafter to construct the improvements. The same is true for a bridge across Game Creek for the eco trail. The developer will provide security to the Town for all items on the construction cost estimates including Minturn Road and the Game Creek bridge to guarantee that they are constructed. The construction cost estimates are Exhibits J1-J3. Small modifications to exhibits J1 - J3 will be made pursuant to Jeff Spanel's letter.

Section 6 identifies additional public improvements to be constructed or funded by the developer. In addition to the public improvements identified on Exhibits J1 to J3, the developer will install soft surface parking spaces along Taylor Ave. as shown in the construction plans. The developer will also pay the town \$85,108 for making pedestrian improvements along Railroad Ave.

The remainder of the PUD Agreement governs the construction and acceptance of the public improvements. With the exception of Minturn Rd., Highway 24 turn lane, and Game Creek bridge, all public improvements must be completed within 24 months. The developer is required to coordinate construction with the town and at the end to submit engineered stamped as built drawings for all public improvements. Once the public improvements are completed, a warranty period of 12 months is in place (24 months for landscaping). The developer must maintain security with the Town to complete any warranty items.

The development agreement contains a vested right section (Section 16) that grants the PUD vested rights for a period of 10 years. Vested rights mean that the Town cannot modify the development approvals including the PUD guide for a period of 10 years. The developer has indicated that all

improvements will be completed and lots sold within three-years. If that is the case, the impacts of the vested rights provision would be minimal for both the Town and the developer.

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 31 – SERIES 2023**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN THE PLANNED UNIT DEVELOPMENT AGREEMENT FOR MINTURN NORTH PLANNED UNIT DEVELOPMENT.**

WHEREAS, the Minturn Crossing, LLC (“Developer”) is the owner of certain real property located in the Town of Minturn, Colorado known as Minturn North Planned Unit Development attached and incorporated by this reference (the "Property"); and

WHEREAS, on June 28, 2023, after a duly noticed public hearing and pursuant to Minturn Municipal Code §§ 17-5-40 and 16-21-200, the Town of Minturn Planning Commission recommended to rezone the Property as Game Creek Character Area Minturn North PUD Zone and to approve a Preliminary Development Plan for the Minturn North Planned Unit Development; and

WHEREAS, on July 5, 2023, and July 19, 2023, the Town Council of the Town of Minturn, after holding all necessary public hearings, approved Ordinance No. 9, Series 2023 rezoning the Property as Game Creek Character Area Minturn North PUD Zone; and

WHEREAS, on July 5, 2023, the Town Council of the Town of Minturn, after holding all necessary public hearings, approved Resolution No. 19, Series 2023 approving a Preliminary Development Plan for the Minturn North Planned Unit Development; and

WHEREAS, on October 11, 2023, after a duly noticed public hearing and pursuant to Minturn Municipal Code §§ 17-6-20 and 16-21-200, the Town of Minturn Planning Commission recommended to approve a Final Subdivision Plat for the Minturn North Planned Unit Development; and

WHEREAS, on November 1, 2023 and November 15, 2023, after duly noticed public hearing(s) and pursuant to Minturn Municipal Code §§ 17-6-30 and 16-21-200, the Town Council by appropriate ordinance approved a Final Development Plan and a final subdivision plat for Minturn North PUD creating thirty-nine (39) lots; and

WHEREAS, Minturn Municipal Code § 16-15-220 requires “Concurrent with the approval of a final development plan for the PUD, the applicant and the Town Council shall enter into a PUD agreement binding the Planned Unit Development to any conditions placed in the agreement.”

WHEREAS, the Town and Developer mutually acknowledge and agree that the matters set forth in the Planned Unit Development Agreement For Minturn North Planned Unit Development, attached as **Exhibit A**, are reasonable conditions and requirements to be imposed by the Town in connection with its approval, execution, and acceptance for

recording of the Final Development Plan, and that such matters are necessary to protect, promote, and enhance the public welfare; and

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

- 1. The Minturn Town Council approves the Planned Unit Development Agreement for Minturn North Planned Unit Development attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn any and all documents required to reasonably ensure completion, subject to the following conditions:
  - A. Satisfactory resolution of all items contained in the November 8, 2023 letter from Inter-Mountain Engineering.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this \_\_\_\_\_ day of November, 2023.**

**TOWN OF MINTURN**

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

**ATTEST:**

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

**PLANNED UNIT DEVELOPMENT  
AGREEMENT  
FOR MINTURN NORTH PLANNED UNIT DEVELOPMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the TOWN OF MINTURN, COLORADO, a home rule municipality whose address is 302 Pine Street, P.O. Box 309, Minturn, CO 81645 (the "Town") and MINTURN CROSSING, LLC, a Colorado limited liability corporation whose address is 225 Main Street, Suite C-101, Edwards, CO 81632, (the "Developer") (individually, a "Party"; collectively, the "Parties");

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Town of Minturn, Colorado known as Minturn North Planned Unit Development as described on **Exhibit A**, attached and incorporated by this reference (the "Property"); and

WHEREAS, on June 28, 2023 after a duly noticed public hearing and pursuant to Minturn Municipal Code §§ 17-5-40 and 16-21-200, the Town of Minturn Planning Commission recommended to rezone the Property as Game Creek Character Area Minturn North PUD Zone and to approve a Preliminary Development Plan for the Minturn North Planned Unit Development; and

WHEREAS, on July 5, 2023 and July 19, 2023, the Town Council of the Town of Minturn, after holding all necessary public hearings, approved Ordinance No. 9, Series 2023 rezoning the Property as Game Creek Character Area Minturn North PUD Zone; and

WHEREAS, on July 5, 2023, the Town Council of the Town of Minturn, after holding all necessary public hearings, approved Resolution No. 19, Series 2023 approving a Preliminary Development Plan for the Minturn North Planned Unit Development; and

WHEREAS, on October 11, 2023, after a duly noticed public hearing and pursuant to Minturn Municipal Code §§ 17-6-20 and 16-21-200, the Town of Minturn Planning Commission recommended to approve a Final Subdivision Plat for the Minturn North Planned Unit Development; and

WHEREAS, on November 1, 2023 and on November 15, 2023, after duly noticed public hearing(s) and pursuant to Minturn Municipal Code §§ 17-6-30 and 16-21-200, the Town Council by appropriate ordinance approved a Final Development Plan and a final subdivision plat for Minturn North PUD creating thirty-nine (39) lots, which Ordinance No. \_\_, Series of 2023 is recorded as Reception Nos. \_\_\_\_\_ with the Eagle County Clerk and Recorder ("Final Plat"); and

WHEREAS, on November 15, 2023, after duly noticed public meeting and pursuant to Minturn Municipal Code § 16-21-220, the Town Council approved Resolution No. \_\_, Series 2023 approving this Planned Unit Development Agreement for the Minturn North PUD; and



WHEREAS, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval, execution, and acceptance for recordation of the Final Development Plan, and that such matters are necessary to protect, promote, and enhance the public welfare; and

WHEREAS, the Town's approval of the PUD Final Development Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this PUD Agreement are faithfully performed by the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the Parties.

2. Purposes. The purpose of this PUD Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer at the time of recordation of the Final Development plan (or such other time as described herein); and to constitute the Planned Unit Development Agreement (referred to herein as "PUD Agreement") provided for in Sections 16-15-220, 17-7-10, and 17-7-20 of the Minturn Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Minturn Municipal Code, the Town of Minturn Zoning and Subdivision Regulations (Titles 16 and 17 of the Minturn Municipal Code), and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this PUD Agreement. The Developer agrees to bear all costs and responsibility for completion of the improvements servicing the Property as provided in this PUD Agreement. This PUD Agreement and any security provided to the Town is not executed for the benefit of materialmen, laborers, or others providing work, services, or materials to the Property, or for the benefit of future lot owners or occupants of the Property.

3. Fees and Dedications. In addition to any fees enacted by any ordinance of general applicability in the Town, the following fees shall be paid to the Town by the Developer:

A. Reimbursement of Costs. The Developer hereby agrees to pay the Town the actual costs to the Town for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the Town for the cost of making corrections or additions to the master copy of the official Town map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Eagle County. The Developer shall also pay any fees required pursuant to the Minturn Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date provided for in this PUD Agreement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this PUD Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Taps/Fees. The Developer, its successors and assigns, shall comply in full with Title 13 of the Minturn Municipal Code regarding tap fees and system improvement fees for water and sewer service. Developer shall pay the cost for tap fees (based on the fee currently in effect) in the amount of \$439,960 for all units within the Minturn North PUD (totaling new 39 units) and one common area irrigation tap within 30 days of recordation of the Final Plat. The Town acknowledges 6 pre-existing water and sewer taps used on the Property, which shall continue to be used within the Minturn North PUD. System Improvement Fees for each unit shall be paid at the time of issuance of a building permit for the unit. Sewer taps shall be assessed in accordance with the requirements of the Eagle River Water and Sanitation District.

C. Water Rights Dedication and Cash-in-Lieu Payment. The Developer shall deed to the Town water rights and pay the cash in lieu of the water rights dedication fees as required under Minturn Municipal Code Section 13-2-20, et. seq, as it may be amended. For this purpose, within 30 days of recording the Final Plat, the Developer shall pay the cash in lieu of water rights dedication fee (based on the fee currently in effect) in the amount of \$1,377,034 for 34 SFEs of the 70 SFEs reserved for the Minturn North PUD in Town Ordinance No. 5, Series 2020. The Town acknowledges 6 pre-existing SFEs used on the Property which shall continue to be used within the Minturn North PUD for a total of 40 SFEs of water service within the Minturn North PUD (one for each of Lots 1-39 and one for common area irrigation). The Developer hereby relinquishes and waives any right or claim to 16 SFEs of water service reserved for the Minturn North PUD in Town Ordinance No.5, Series 2020.

Lot Nos. 1-33 may construct houses in excess of 3,000 square feet and the Town hereby reserves additional SFEs for that purpose up to a total of 54 SFEs to be used in the Minturn North PUD. SFEs for houses in excess of 3,000 square feet on Lot Nos. 1-33 shall be subject to additional cash in lieu of the water rights dedication fees calculated and paid at the time of building permit issuance. The reservation of additional SFEs for Lot Nos. 1-33 shall be relinquished and waived upon the occurrence of the earlier of: (a) an initial building permit is issued for a lot, or (b) two years from the approval of this PUD Agreement.

At the time of recording the Final Plat, Developer shall cause Union Pacific Railroad Company (“UPRR”) to execute and record the quitclaim deed for water rights attached as **Exhibit B**.

D. Property and Easement Dedications. The following property and easement dedications are conditions of approval of the Minturn North PUD.

- i. Developer shall deed to the Town 0.9 acres of land identified as Tract C on the Final Plat. This conveyance shall satisfy land dedication requirements to the Town (unless separately identified in this PUD Agreement) including Minturn Municipal Code § 16-17-90. The conveyance shall be by Special Warranty Deed the form of which is attached as **Exhibit C**, which shall be

- recorded at the time of recordation of the Final Plat.
  - ii. On or before recording the Final Plat, Developer shall cause UPRR to record a deed conveying an easement for a non-motorized trail for an area starting at the northern boundary of the Minturn North PUD to the northern municipal boundary of the Town. The form of the deed is attached as **Exhibit D1**.
  - iii. On or before recording the Final Plat, Developer shall cause UPRR, Eagle County and the Town to execute an Agreement to vacate an outdated version of an easement for Minturn Road. The form of the Agreement is attached as **Exhibit D2**.
  - iv. On or before recording the Final Plat, Developer shall cause UPRR to record a deed conveying an easement for a portion of the Railroad Ave. and Minturn Road rights-of-way. The form of the deed is attached as **Exhibit D3**.
  - v. On or before recording the Final Plat, Developer shall cause UPRR to execute a Crossing Agreement for the railroad crossing of Railroad Avenue in the Town of Minturn. The form of the agreement is attached as **Exhibit D4**.
  - vi. On or before recording the Final Plat, Developer shall cause UPRR to record a separate easement deed conveying an at-grade public road crossing over Railroad Avenue in the Town of Minturn. The form of the deed is attached as **Exhibit DD5**.
  - vii. On or before recording the Final Plat, Developer shall cause UPRR to execute a Crossing Agreement for the railroad crossing of County Road 14 near Dowd Junction in Eagle County. The form of the agreement is attached as **Exhibit D6**.
  - viii. On or before recording the Final Plat, Developer shall cause UPRR to record a separate easement deed conveying an at-grade public road crossing over County Road 14 near Dowd Junction in Eagle County. The form of the deed is attached as **Exhibit D7**.
  - ix. On or before recording the Final Plat, Developer shall cause UPRR to record a document abandoning any interest in or right of reverter to the Taylor Ave. right-of-way. The form of the document is attached as **Exhibit D8**.
- E. Other Recorded Documents. The following covenants benefitting the Town are conditions of approval of the Minturn North PUD.
  - i. On or before recording the Final Plat, Developer shall execute and cause to be recorded a Restrictive Covenant Imposing a Deed Restriction for the Benefit of Town of Minturn Local Housing. The form of the document is attached as **Exhibit E**.
  - ii. On or before recording the Final Plat, Developer shall execute and cause to be recorded a Restrictive Covenant Imposing a Transfer Assessment Deed Restriction for the Benefit of Town of Minturn. The form of the document is attached as **Exhibit F**.
  - iii. On or before recording the Final Plat, Developer shall execute and cause to be recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Minturn North. The form of the document is attached as

**Exhibit G.**

- iv. On or before recording the Final Plat, Developer shall form the Minturn North Property Owners Association, Inc.

4. Specific Conditions. The Developer agrees to perform the following conditions:

A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and Town Council shall be considered conditions of approval with which the Developer shall comply.

B. Approved Plans. The public improvements to be constructed on the Property shall conform to the construction drawings and plans as shown on the plans attached as **Exhibit H** and incorporated by this reference (the “Construction Plans”). Any amendments to such plans and drawings shall require approval by the Town other than those permitted as minor modifications in the approved Minturn North PUD Guide.

C. Revegetation and Landscaping. The Developer shall landscape the Property and incorporate protective erosion control and run-off measures to eliminate erosion and revegetate any disturbed areas pursuant to the Construction Plans and the Landscaping Plans attached as **Exhibit I**. The Developer shall further install or require by covenant, to which the Town shall be a third-party beneficiary, landscaping on the common area Property pursuant to the Construction Plans and the Landscaping Plans. Cost estimates of all common area and open space landscaping shall be submitted to the Town, guaranteed by the security required by this PUD Agreement, and shall be considered a public improvement hereunder. Specific components of the common area and open space Landscaping Plan shall include, but are not limited to:

- i. Compliance with all applicable Town Code provisions, including Sections 16-17-130 to 16-17-170.
- ii. .
- iii. Plans for installation and maintenance of seed mix and temporary irrigation if this approach is selected over sod landscaping.
- iv. Features to protect mature tree stands, where feasible.

Each Lot shall have a maximum of 2000 square feet of landscaped irrigated area. Temporary landscaped irrigated area for the purpose of revegetating disturbed areas shall be limited to no more than 50,000 square feet on an annual basis. Temporary landscape irrigation shall extend no further than June 30, 2026 unless extended by approval of the Town.

D. Irrigation. The Developer agrees to construct and install, at the Developer’s sole expense, a permanent or temporary irrigation system sufficient to irrigate all common area, parks and open space for which the Developer installs landscaped improvements accordance with the Construction Plans and the Landscaping Plans.

If the system uses raw water, it may use the existing ditches on the Property. The plans and specifications for such system shall be subject to the approval of the Town Engineer and shall be part of the public improvements for purposes of this PUD Agreement. Irrigation systems in the drainage ways and cut and fill slopes shall be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary.

E. Pedestrian Access. The Developer shall install sidewalks on the north side of Fourth Street, the Eco Trail, and the 4' wide easement connector trails, including proper ramps to the sidewalks on the north side of Fourth Street in compliance with ADA requirements in accordance with the Construction Plans. The 4' wide trail easements shall be dedicated to the Town; maintenance of the trails shall be performed by the Minturn North Property Owners Association, Inc. In the event that the Minturn North Property Owners Association, Inc. fails to adequately maintain the trails and after providing 14 days written notice, the Town may do so and invoice the Association for the work performed.

F. Mudflow Deflection Berm. The Construction Plans include the construction of a hazard deflection berm along Game Creek. Developer shall construct the mudflow deflection berm as part of the Public Improvements. Maintenance of the mudflow deflection berm shall be performed by the Minturn North Property Owners Association, Inc. In the event that the Minturn North Property Owners Association, Inc. fails to adequately maintain the mudflow deflection berm and after providing 14 days written notice, the Town may do so and invoice the Association for the work performed.

G. Drainage Improvements. The Public Improvements identified in the Construction Plans include various drainage improvements located along Taylor Ave., Fourth Street, within the PUD, and underlying Minturn Road and extending onto UPRR property. Developer shall construct these drainage improvements in accordance with the Construction Plans. Maintenance, repair and replacement of the drainage improvements shall be the responsibility of the Minturn North Property Owners Association, Inc. The Association shall submit to the Town an annual drainage maintenance plan for Minturn's review and approval. In the event that the Minturn North Property Owners Association, Inc. fails to adequately maintain the drainage improvements and after providing 14 days written notice, the Town may do so and invoice the Association for the work performed.

H. Emergency Access. Plans for emergency access to the Property shall be provided in compliance with the approved Final Plan and as approved by the Eagle River Fire Protection District.

I. Minturn Road Located in Eagle County. Developer agrees to construct the paving of Minturn Road from the northern boundary of the PUD to the Dowd Junction intersection ("County Minturn Road Improvements"). Developer shall submit fully engineered construction plans and an engineer's cost estimate for the County Minturn Road Improvements to the Town and Eagle County for approval



no later than November 31, 2024. Developer shall obtain all necessary approvals from Eagle County. In this regard, the Town agrees to assist and cooperate fully with Developer's planned applications to Eagle County. Construction of the County Minturn Road Improvements shall be completed no later than November 31, 2026. Developer shall provide the Town with security in the amount of \$1,190,110 concurrent with or prior to the transfer of any lot to a third-party purchaser, but no later than 30 days after recordation of Final Plat. The amount of the security will be adjusted at the time that the Town and Eagle County approve the fully engineered construction plans and an engineer's cost estimate.

J. CDOT Requirements. Developer agrees to construct all improvements required by the Colorado Department of Transportation ("CDOT") as part of Developer's access permit at the intersection of Minturn Road and Highway 24 at Dowd Junction and North Main Street and Highway 24 near Bellm Bridge. Developer will comply with the terms of access permit no. 323119. Developer will have the notice to proceed meeting no later than May 15, 2024 and complete all required improvements by November 31, 2026, or such earlier time as CDOT may require.

K. Game Creek Bridge. Developer agrees to construct a bridge across Game Creek as part of the Eco Trail improvements. Developer shall submit fully engineered construction plans and an engineer's cost estimate for the Game Creek bridge improvements to the Town and Eagle County for approval no later than November 31, 2024. Developer shall obtain all necessary approvals from Eagle County. In this regard, the Town agrees to assist and cooperate fully with Developer's planned applications to Eagle County. Construction of the Game Creek bridge improvements shall be completed no later than November 31, 2026. Developer shall provide the Town with security concurrent with or prior to the transfer of any lot to a third-party purchaser, but no later than 30 days after recordation of Final Plat, for the Game Creek bridge improvements, which amount shall be included in the engineer's cost estimate.

L. Dust, Mud, and Erosion Control. The Developer shall maintain all streets and surrounding areas during construction of the Public Improvements by employing techniques acceptable to the Town for dust, mud, and erosion control. Further, as may be applicable, the Developer shall apply and receive a Storm Water Management Permit from the State of Colorado prior to any construction work, including grading.

M. Traffic Control Devices. Any and all traffic control devices required by the approved Construction Plans shall be placed in the Town's right-of-way. All traffic control devices shall conform to the Town's requirements.

N. Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property during workings hours, even if such dogs are to be kept inside motor vehicles.

O. Wildlife Mitigation. Developer has prepared a Wildlife Mitigation Plan as part of the application submittals. The Wildlife Mitigation Plan is enforceable by the Colorado Division of Wildlife. The Minturn North PUD is subject to all wildlife protection and animal code provisions in the Town Code.

P. Construction Facilities and Management. For the overall initial development of the PUD infrastructure and public improvements, a construction trailer, equipment parking and material storage may be located within the Property. All construction traffic will be routed onto the site from Minturn Road and Fourth Street to the greatest extent practicable. Contractors must comply with allowed work hours as outlined in the Minturn Municipal Code. Contact information, including a telephone number and email address, for the Contractor must be provided to the Town of Minturn. Exterior construction may only occur Monday thru Saturday during the hours of 7:00 a.m. to 6:00 p.m. Interior construction may occur Monday thru Sunday during the hours of 7:00 a.m. to 6:00 p.m.

Q. Riparian Corridor. The Developer will install erosion control and temporary construction fencing at the 30' Game Creek buffer to protect the existing riparian area.

R. Dark Sky Lighting. Lighting installed on all Lots shall be compliant with dark sky guidelines unless an exception is approved as part of a Town of Minturn approval for the purpose of security.

S. Eagle County School District. The Developer shall pay to the Eagle County School District a fee in lieu of property dedication in the amount of \$50,000. Said fee shall be paid within 30 days of recordation of the Final Plat.

5. Pre-Construction Meeting. The Developer shall hold a pre-construction meeting with the Town Engineer and Public Works Director, as well as the Developer's engineer and contractor for the purpose of coordinating all public improvements that will be required for this project.

6. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, trails and sidewalks, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting, and signage required by this PUD Agreement (the "Public Improvements"), shall be completed in accordance with the Construction Plans and the Town of Minturn Public Works Manual then in effect and shall be installed and completed at the expense of the Developer. All supplemental plans and specifications submitted by the Developer shall be approved by the Town Engineer and/or Town Public Works Director or his/her designee. Internal Roadways including Miles End Land and Silver Star Trail shall be owned and maintained by the Minturn North Property Owners Association, Inc.

A. All Public Improvements required by this PUD Agreement and the estimated costs thereof, are identified on **Exhibit J1-J3**, attached and

incorporated by this reference (“Construction Cost Estimates”).

B. The Developer shall provide, at its sole cost and expense, all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

C. The Developer shall pay the Town \$85,108.93 for off-site pedestrian improvements to the south of the PUD boundary on Railroad Avenue. Said payment shall be made within 30 days of the Final Plat being recorded. The Town shall seek all approvals and complete all work for the off-site pedestrian improvements in this area.

D. The parking spaces to be constructed adjoining Taylor Ave. pursuant to the Construction Plans shall be dedicated to and maintained by the Town.

7. Construction Observation and Inspection.

A. Materials and Workmanship. Unless otherwise specified, all materials used for the Public Improvements shall be new, and both workmanship and materials shall be of good quality and installed in accordance with the approved Construction Plans and the Landscaping Plans.

B. Construction Inspection by the Developer. The Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow the Developer’s engineer to provide a stamped certification, when improvements are submitted to the Town for acceptance, that the Public Improvements have been constructed in accordance with the Construction Plans and the Landscaping Plans approved by the Town.

C. Construction Observation by the Town. The Town shall have the right to make engineering and construction observations at reasonable intervals during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering and/or building inspector of the construction of any physical facilities, at any particular time, shall not constitute Town approval of any phase of construction of the Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer’s general contractor shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer and/or Town Public Works Director or his/her designee with supervisor’s field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the Town Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the

approved Construction Plans and the Landscaping Plans, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the general contractor. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

8. Permits and Easements. The Developer shall obtain and present to the Town all land boundary surveys, permits, licenses, rights-of-way, and easements of a temporary or permanent nature, if any, necessary for the construction or maintenance of Public Improvements. The Town acknowledges that the public Improvements are in the best interests of the Town and its residents, including the acquisition of interests in property necessary for the installation of the Public Improvements.

9. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements for the PUD within twenty-four (24) months of the execution of this PUD Agreement, unless otherwise agreed in writing. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Construction Plans and the Landscaping Plans and submit to the Town a completed acceptance checklist utilizing a form approved by the Town. Thereafter, the Town Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Construction Plans and the Landscaping Plans. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Construction Plans and the Landscaping Plans. The Developer shall at its expense have as-built drawings prepared by a professional engineer and a registered land surveyor.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Public Works Director, Town Engineer, or his/her designee shall certify in writing that all Public Improvements are in conformity with the Construction Plans, and the date of such certification shall be known as the "Acceptance Date". The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Construction Plans and the Landscaping Plans and the approved Final Plan and Final Subdivision Plat and are certified and approved by the Town Public Works Director, Town Engineer, or his/her designee pursuant to this PUD Agreement. However, upon certification and approval, the Town shall be obligated to provide water service to the Property, subject to all provisions of the Minturn Municipal Code.

10. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer of the Property shall execute a deed to the Town or the Minturn North Property Owners Association, Inc. conveying all rights-of-way and easements required for the operation, maintenance, repair and replacement of the Public Improvements that have not otherwise been dedicated on the Final Plat. The Developer agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the Town, in such form as may be required by the Town, such easements and other rights as acquired by the Developer as may be reasonably required for

the construction of the Public Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. The Developer shall also execute a bill of sale conveying the Public Improvements to the Town, free and clear of all liens and encumbrances. All Public Improvements conveyed to the Town shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below. Internal Roadways, common area and open space within the Minturn North PUD including Miles End Land and Silver Star Trail shall be owned and maintained by the Minturn North Property Owners Association, Inc., therefore, they are not subject to conveyance.

11. Warranty. The Developer shall warrant any and all Public Improvements and facilities which are conveyed to the Town or an owners association pursuant to this PUD Agreement for a period of twelve (12) months (the “Warranty Period”) from the Acceptance Date. Such Warranty shall automatically terminate at the expiration of Warranty Period or twelve (12) months from the final repair or replacement required under the Warranty, whichever is later, unless otherwise agreed by the Parties. Specifically, but not by way of limitation, the Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all Public Improvements and facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all Public Improvements and facilities so conveyed shall be free of any defects in materials or workmanship for a period of twelve (12) months, as stated above.

12. Warranty Securitization. The Developer shall provide to the Town a Warranty Security in the form of a letter of credit or deposit agreement satisfactory to the Town Attorney no later than the Acceptance Date. The Warranty Security shall be adequate to repair or replace ten percent (10%) of the Public Improvements, as determined through the Construction Cost Estimate, during the Warranty Period. The Warranty Security shall be adequate to repair or replace twenty-five percent (25%) of the Landscaping Improvements as determined through the Construction Cost Estimate, during the Warranty Period.

If the Developer does not repair or replace damaged or inoperable improvements upon 90 days’ notice (or such lesser period of time if the warranty security is going to expire in less than 90 days) from the Town, the Town shall have the right to do so and deduct the cost of the same from the Warranty Security. Such Warranty Security shall be held by the Town for the Warranty Period and shall be released upon the expiration of the same once all warranty issues have been resolved.

13. Performance Guarantee. The total amount of required security for the Public Improvements and the Landscaping Improvements shall be as specified on Construction Cost Estimate (as such may be amended). The Developer shall provide to the Town security in the form required under Section 17-7-10 of the Minturn Municipal Code. Such guarantees shall be subject to increase if deemed reasonable and necessary in the sole opinion of the Town.

- A. In order to secure the construction and installation of the Public

Improvements for which the Developer is responsible, the Developer shall prior to recordation of the Final Plat, furnish the Town with a certificate or other evidence, in good and sufficient form approved by the Town Attorney, of an irrevocable letter of credit, bond, deposit agreement, or other security approved by the Town. Any letter of credit or bond shall be issued or confirmed by a commercial banking institution authorized to do business within the State of Colorado to secure the performance and completion of the Public Improvements and Landscaping Improvements, in an amount set forth on the Construction Cost Estimate. The Town shall have the right to review and approve all terms and conditions of the letter of credit or deposit agreement prior to recording of the Final Plat.

The Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision or later if amended, issued by the International Chamber Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

The Performance Guarantee shall specifically address:

i. Landscape Guarantee. Developer shall provide Town with a guarantee for no less than one hundred twenty five percent (125%) of the cost of the Landscaping Improvements for the entire Property to ensure proper installation and continued maintenance of all features for a warranty period of two (2) years after installation. The guarantee shall be provided prior to the initiation of any land clearing or infrastructure development on the Property and shall be released upon the Planning Director's or Town Engineer's inspection, approval, and acceptance of the landscaping, except that twenty five percent (25%) of the cost of each feature shall be retained for the two (2) year warranty period.

ii. Public Improvements Guarantee. A guarantee acceptable to the Town Attorney for no less than one hundred percent (100%) of the current Construction Cost Estimate. Such guarantee shall be released upon inspection, approval, and acceptance by the Town Engineer, except that ten percent (10%) of the cost of each improvement shall be retained until all proposed improvements are completed.

B. In the event the Public Improvements are not constructed or completed within twenty-four (24) months of the date of this PUD Agreement (or such lesser period of time if the security is going to expire in less than 24 months), the letter of credit or deposit agreement shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the Town Manager and shall be used to complete the Public Improvements called for herein.

C. Within thirty (30) days of timely completion and acceptance of the Public Improvements, and performance of the conditions and requirements of this PUD Agreement secured by the performance guarantee, and upon the approval of the



Town Manager, the performance guarantee shall be released to the Developer. If the Public Improvements are not completed within the required time, the performance guarantee may be called by the Town and the monies may be used to complete the Public Improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.

D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth above. The Parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, the Developer shall be solely responsible for the actual cost. The purpose of the Construction Cost Estimate is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this PUD Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

E. The Parties expressly agree that the Developer's preparation and submission to the Town of "as-built drawings," the engineer's certification of conformance with the Construction Plans and a summary of actual construction costs for the Public Improvements to be dedicated to the Town or owners association—and approval by the Town of the as-built drawings and summary—are essential requirements of this PUD Agreement. In the event the Developer fails to provide the as-built drawings, the engineer's certification of conformance with the Construction Plans and the Landscaping Plans and summary to the Town thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this PUD Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to call upon the performance guarantee in an amount equal to ten percent (10%) of the total amount set forth the Construction Cost Estimate, which amount the Town may retain as liquidated damages due to the Developer's breach. Releases and reduction of the letter of creditor deposit agreement shall be granted by the Town as Public Improvements are accepted by the Town.

14. Phasing Plan. The Property is not phased.

15. Title Policy. Together with the recordation of the Final Plat for the Property, the Developer shall provide the Town a commitment for a title insurance policy, indicating that the Property which is to be dedicated or deeded to the Town is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the Town is free and clear of all encumbrances which would make said dedications unacceptable as the Town in its sole discretion determines. Within 30 days of recording the Final Plat, the title insurance policy(s) in the amount of \$500,000 shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Developer. In the event the

title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town prior to the recordation of the Final Plat.

16. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Minturn Municipal Code, the Town and the Developer agree that the Town Council's Subdivision Final Plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the Town Council of the Final Plat for the Property, the Town granted vested property rights for the Property for a period of 10 years from the effective date of the Town ordinance approving this PUD Agreement and the Final Plat upon the condition that the Developer comply with all of the terms and conditions of this PUD Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Minturn Municipal Code Section, and the Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Minturn Municipal Code Section 16-21-710.

17. Owners Association; Covenants. An owners association shall be created by the Developer under the laws of the State of Colorado before any properties within the subdivision are sold to third parties. The Articles of Incorporation and covenants have been reviewed by the Town Attorney to ensure that they meet all legal requirements. The covenants for the Property shall address, at a minimum: snow removal, landscape maintenance, sidewalk and private drive maintenance, use of limited and general common elements, fencing styles and heights, outdoor storage, and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State in conjunction with the recordation of the Final Plat.

18. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Minturn Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This PUD Agreement has been recorded in the Office of the Eagle County Clerk and Recorder, and a recorded copy is on file in the Office of the Town Clerk.
- B. The Final Plat has been recorded in the Office of the Eagle County Clerk and Recorder, and a recorded copy is on file in the Office of the Town Clerk.
- C. All Public Improvements have been secured by a performance guarantee in accordance with this PUD Agreement.
- D. There is no default under this PUD Agreement.

19. Voluntary Action of Developer. Notwithstanding any provision of the Minturn Municipal Code, the Developer agrees that all terms and conditions of this PUD Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

20. Breach by Developer; Town's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this PUD Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town from hardship. The Town's remedies include, but are not limited to:

- A. The refusal to issue to the Developer any development permit, building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town once the affidavit described below has been recorded;
- B. The recording with the Eagle County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or designee, stating that the terms and conditions of this PUD Agreement have been breached by the Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be conveyed within the Property until the default has been cured. An affidavit signed by the Town Manager or designee and approved by the Town Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the public improvements be paid or honored; the refusal to consider further development plans within the Property; and/or any other remedy available at law.
- D. Red tag to halt work on any improvements currently under construction.
- E. An action for breach of contract including the remedy of specific performance.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents and the Lot owners or to effectuate the terms of this PUD Agreement, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph during which thirty-day period the Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Eagle County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon the Developer as described above, in which event the Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

21. Assignment. This PUD Agreement may not be assigned by the Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld. In the event the Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

22. Indemnification. The Developer agrees to indemnify and hold the Town harmless

from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the subdivision of the Property and construction of the Public Improvements. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the provisions described herein. The Parties intend not to duplicate any legal services or other costs associated with the defense of any claims against either Party described in this section. Therefore, the Parties agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

23. Waiver of Defects. In executing this PUD Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this PUD Agreement.

24. Runs with the Land. Developer and all other parties with an interest in title to the Property as hereafter is subdivided hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such owner takes title to a Lot within the PUD, that this Planned Unit Development Agreement shall constitute an irrevocable covenant running with the title to the Property as a burden thereon for the benefit of the Town of Minturn, or its assign, and shall be binding on the Developer with respect to the Developer's obligations under this Agreement and the Minturn North Property Owners Association, Inc. with respect to the owners association's obligations under this Agreement, and their successors or assigns. This agreement shall be enforceable by the Town of Minturn and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, damages or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.

25. Final Agreement. This PUD Agreement supersedes and controls all prior written and oral agreements and representations of the Parties and is the total integrated agreement between the parties.

26. Modifications. This PUD Agreement shall not be amended, except by subsequent written agreement of the Parties.

27. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Minturn Municipal Code and Ordinances and the laws of the State of Colorado, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

28. Captions. The captions in this PUD Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this PUD Agreement or any part thereof.

29. Binding Effect. This PUD Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

30. Invalid Provision. If any provisions of this PUD Agreement shall be determined to

be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this PUD Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

31. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this PUD Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or actions shall be in Eagle County, Colorado.

32. Attorneys' Fees; Survival. Should this PUD Agreement become the subject of litigation, the substantially prevailing Party shall be entitled to, and the failing Party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this PUD Agreement.

33. Authority. Each person signing this PUD Agreement represents and warrants that he is fully authorized to enter into and execute this PUD Agreement, and to bind the Party it represents to the terms and conditions hereof.

34. Counterparts. This PUD Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

35. Notice. All notices required under this PUD Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of Minturn  
P.O. Box 309  
Minturn, CO 81645  
[manager@minturn.org](mailto:manager@minturn.org)

With copy to:

Karp Neu Hanlon, P.C.  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
[mjs@mountainlawfirm.com](mailto:mjs@mountainlawfirm.com)

Notice to Developer:

Minturn Crossing, LLC  
Attn: Rick Hermes, Manager  
225 Main Street, Ste. C-101  
Edwards, CO 81632

36. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

37. No Agency, Joint Venture, or Partnership. It is specifically understood and agreed to that the Parties that this PUD Agreement does not create any agency, joint venture, or partnership relationship between the Parties. The Town has no interest in responsibility for, or duty to, third parties concerning any improvements made hereunder until such time, and only until such time, that the Town accepts the Public Improvements under the provisions of this PUD Agreement.

38. Execution, No Guarantee. The execution of this PUD Agreement by the Town Council of Minturn in no way represents that the Town will accept the public Improvements set forth in the Final Plat, Construction Plans or Landscape Plans for title or maintenance purposes until said Improvements have been completed in strict compliance with Town standards, rules, and regulations.

39. Preservation of Other Remedies. The rights and remedies of the Town provided in this PUD Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Developer, in developing the property contained within the Final Plat and the other Improvements herein described, shall fully comply with all applicable rules, regulations, standards, and laws of the Town and other governmental agencies, and bodies having jurisdiction.

40. Section Headings. The section headings are inserted herein only for convenience of reference and in no way shall they define, limit, or describe the scope or intent of any provisions of this PUD Agreement.

41. Entire Agreement. This PUD Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the Parties. The provisions of this PUD 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 PUD Agreement.

42. Final Plat Approval. It shall be a condition precedent to the effectiveness of this PUD Agreement that the Final Plat is approved for recordation by the Town Council. In the event such approval does not occur, this PUD Agreement shall have no force or effect.

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

WHEREFORE, the parties hereto have executed duplicate originals of this PUD Agreement on the day and year first written above.



TOWN OF MINTURN, COLORADO

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

ATTEST:

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

DEVELOPER  
Minturn Crossing, LLC

By: \_\_\_\_\_  
Rick Hermes, Manager

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF                )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Rick Hermes as Manager of Minturn Crossing, LLC.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Minturn PUD Property Description

Parcel 1 according to the Final Plat UPRR Subdivision according to that final plat recorded in the public records of Eagle County on \_\_\_\_, \_\_\_\_\_, 202\_\_, as Reception No. \_\_\_\_\_; less and excepting therefrom Tract C according to the Final Plat Minturn North P.U.D. recorded in the public records of Eagle County on \_\_\_\_, \_\_\_\_\_, 202\_\_, as Reception No. \_\_\_\_\_;

**EXHIBIT B**

Water Rights Quit Claim Deed

**WHEN RECORDED, RETURN TO:**

Holland & Hart, LLP  
c/o Susan Ryan  
600 East Main Street, Suite 104  
Aspen, Colorado 81611

*(Space Above for Recorder's Use Only)*

3291-81

**QUITCLAIM DEED**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), whose street address is 1400 Douglas St., Omaha, Nebraska 68179, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and quitclaims to the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado ("Grantee"), whose street address is 301 Boulder Street, #309, Minturn, Colorado 81645, the following water rights located in the County of Eagle, State of Colorado:

All of Grantor's right, title and interest in and to the following:

1. Twenty-two and one-half percent (22.5%) of the 0.2143 cubic foot per second (c.f.s.) Priority 1a with an appropriation date of June 1, 1886, Twenty-two and one-half percent (22.5%) of the 0.0979 c.f.s. Priority 3a with an appropriation date of December 31, 1902 and Twenty-two and one-half percent (22.5%) of the 0.2448 c.f.s. Priority 8a with an appropriation date of December 31, 1909 of the Minturn Water System Ditch (also known as the Bocco Creek Pipeline ) as decreed in Civil Action No. 671 on June 5, 1916, Civil Action No. 1137 on August 24, 1953, and Civil Action No. 1333 on December 11, 1963, all in the District Court, Eagle County.

2. Twenty-two and one-half percent (22.5%) of the 0.4452 c.f.s. of the Minturn Pumping Plant, Priority 10a with an appropriation date of July 1, 1891, as decreed in Civil Action No. 671 on June 5, 1916, District Court, Eagle County.

*(Remainder of page intentionally left blank.)*



**EXHIBIT C**

Special Warranty Deed for Tract C



**SPECIAL WARRANTY DEED**

The "Grantor", **MINTURN CROSSING, LLC**, a Colorado limited liability company., the "Grantee," whose legal address is 56 Edwards Village Blvd. Suite 216-A, Edwards, CO 81632, of the County of Eagle and State of Colorado, for the consideration of Ten DOLLARS, (\$10.00), in hand paid, hereby sells and conveys to **THE TOWN OF MINTURN**, a Colorado municipal corporation, whose legal address is 301 Boulder Street, #309, Minturn, Co 81645, of the County of Eagle and State of Colorado, the following real property in the County of Eagle and State of Colorado, to wit:

**LEGAL DESCRIPTION ATTACHED AS 'EXHIBIT A'**

Also known by street address as: N/A;

And assessor's schedule or parcel number: N/A;

with all its appurtenances and warrants the title against all persons claiming under the Grantor, subject to statutory exceptions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR:  
**MINTURN CROSSING, LLC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
\_\_\_\_\_ County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Tract C according to the Final Plat Minturn North P.U.D. recorded in the public records of Eagle County on \_\_\_\_, \_\_\_\_\_, 202\_\_, as Reception No. \_\_\_\_\_

**EXHIBIT D**

UPRR Deeds and Documents

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Union Pacific Railroad Company  
Attn: Real Estate Sales (Project No. 791508)  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179

*(Space Above for Recorder's Use Only)*

Project No. 791508

**EASEMENT DEED**  
**FOR PEDESTRIAN TRAIL AND TRAIL IMPROVEMENTS**

This EASEMENT DEED FOR PEDESTRIAN TRAIL AND TRAIL IMPROVEMENTS is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado ("Grantee"). Grantor and Grantee may hereinafter be collectively referred to as the "Parties".

**WITNESSETH:**

WHEREAS, Grantor is the fee owner of certain real property located in Eagle County, State of Colorado, more particularly described and depicted on **Exhibit A**, attached hereto and made a part hereof ("Easement Property").

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to obtain from Grantor, a perpetual, non-exclusive easement ("Easement") across, on, over and upon the Easement Property for purposes of constructing, using, maintaining, repairing, renewing and reconstructing (i) an asphalt, non-motorized, surface pedestrian trail ("Trail") for the for the benefit of, and use and enjoyment by the public, and (ii) any and all drainage structures (e.g., culverts, grates, pipes, grading, slopes, etc.) (collectively, "Trail Improvements") necessary to prohibit flooding onto Grantor's real property adjacent to the Easement Property ("Grantor's Adjacent Property"), all in accordance with the terms and conditions of this instrument.

**EASEMENT:**

NOW, THEREFORE, in consideration of the foregoing premises and the following promises, the Parties hereby agree as follows:

1. **Grant of Easement.** Grantor, for good and valuable consideration in the amount of Ten and No/100<sup>th</sup> Dollars (\$10.00), the sufficiency of which is hereby confessed and acknowledged, hereby grants to Grantee, its successors and assigns, the Easement across, on, over and upon the Easement Property for purposes of constructing, using, maintaining, repairing, renewing and reconstructing the Trail and the Trail Improvements, all at Grantee's sole cost and expense. The Easement is granted subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Property, whether recorded or unrecorded. Grantor shall not make or authorize any use of the Easement Property which is inconsistent with or interferes with the uses authorized herein. The Easement is limited to such rights Grantor may have in the Easement Property and is granted without warranty, express or implied. No damages will be recoverable from Grantor because of any dispossession of Grantee or because of failure of or defect in Grantor's title.

2. **Limited Uses.** Grantee's use of the Trail is limited to bicycles, pedestrians, wheelchairs, horseback riders, and other non-motorized users. No motorized vehicle use by the public is permitted, except for use by Grantee's maintenance vehicles as needed to construct, maintain, repair, renew and reconstruct the Trail and/or the Trail Improvements on the Easement Property. Grantee is prohibited from placing fencing, walls (except for retaining walls), railings or other barriers along the Trail. Grantee shall provide for continued drainage across and through the Easement Property. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optics, cable television, electrical gas or other liquid distribution and telephone lines.

3. **Construction of the Trail and Trail Improvements.** Grantee shall provide engineering and construction designs and plans for the Trail and the Trail Improvements (collectively, "Plans") to Grantor for review and approval prior to initiating construction of the Trail and the Trail Improvements on the Easement Property. Said Plans must include one (1) driveway cut wide enough for two (2) vehicles for Grantor's continued vehicular access to the remainder of Grantor's Adjacent Property. Any additional driveway cuts for access to Grantor's Adjacent Property will be the sole cost of Grantor, its successors or assigns. Grantee will be responsible for obtaining all other necessary permits to construct the Trail Improvements and any related improvements on the Easement Property. Grantee shall submit the Plans to Grantor at the following address:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Project No. 791508)  
1400 Douglas Street, Mail 1690  
Omaha, NE 68179

4. **Maintenance of the Trail and Trail Improvements.** Grantee shall maintain, repair, renew and reconstruct the Trail and the Trail Improvements in a clean and sanitary condition, including, without limitation, regularly removing trash and garbage, controlling vegetation growth, removing graffiti, and keeping such areas free from all unauthorized persons, encampments and structures, all in a manner consistent with the requirements of Colorado law. Grantee shall maintain,

repair, renew and reconstruct the Trail and the Trail Improvements in such manner not to cause any interference with Grantor's Adjacent Property, or the facilities or access rights of utility companies or other occupants of the Easement Property. If Grantee fails to perform its maintenance obligations and continues in default in the performance of any provision of this instrument for a period of sixty (60) days after written notice from Grantor to Grantee specifying such default, Grantor may, at its sole discretion, initiate an action in the District Court of Eagle County, Colorado ("Eagle County District Court") to enforce this instrument.

5. **Abandonment of the Easement Property.** Nonuse of the Easement Property or any portion thereof, for a period of two (2) years will be deemed an abandonment of the Easement Property, whereupon Grantor will notify Grantee, its successors or assigns, in writing that the Easement will cease and terminate, and the title to the Easement Property will be freed from the burden of the Easement. Upon receipt of Grantor's written notice of intent to terminate based on abandonment by Grantee, its successors or assigns, Grantee will have thirty (30) days after its receipt of such termination notice to object in writing to the intent to terminate. If no objection is timely received, Grantee will be deemed to have abandoned any possessory rights. If an objection is timely received, the parties will mediate the dispute. If a resolution cannot be reached through mediation, either party may file an action in the Eagle County District Court for a factual determination of abandonment. Within one hundred eighty (180) days after termination or abandonment as contemplated by this instrument, Grantee, at its sole expense, shall (a) peacefully and quietly vacate and surrender possession of the portions of the Easement Property no longer encumbered by the Easement, and (b) deliver to Grantor a fully executed and acknowledged release and quitclaim instrument for such abandoned or terminated portions of the Easement Property in recordable form satisfactory to Grantor. Grantor shall thereafter record such instrument with the Clerk and Recorder of Eagle County, Colorado ("Eagle County Recorder").

6. **Successors and Assigns.** This instrument shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns and the benefits and burdens hereof shall constitute covenants running with the title to the Property.

7. **Modifications.** The Parties agree that any modification of this instrument will be effective only when made in writing signed by both Parties which will be recorded in the records of the Eagle County Recorder.

8. **Governing Law and Venue.** This instrument and the rights and obligations of the Parties hereunder shall be determined in accordance with the laws of the State of Colorado. Venue shall be in the Eagle County District Court.

9. **Severability.** Whenever possible, each provision of this instrument will be interpreted in such a manner as to be valid under applicable law; provided, however, if any provision of this instrument will be invalid or prohibited under applicable law, such provision will be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this instrument.

(Signature Pages to Follow)

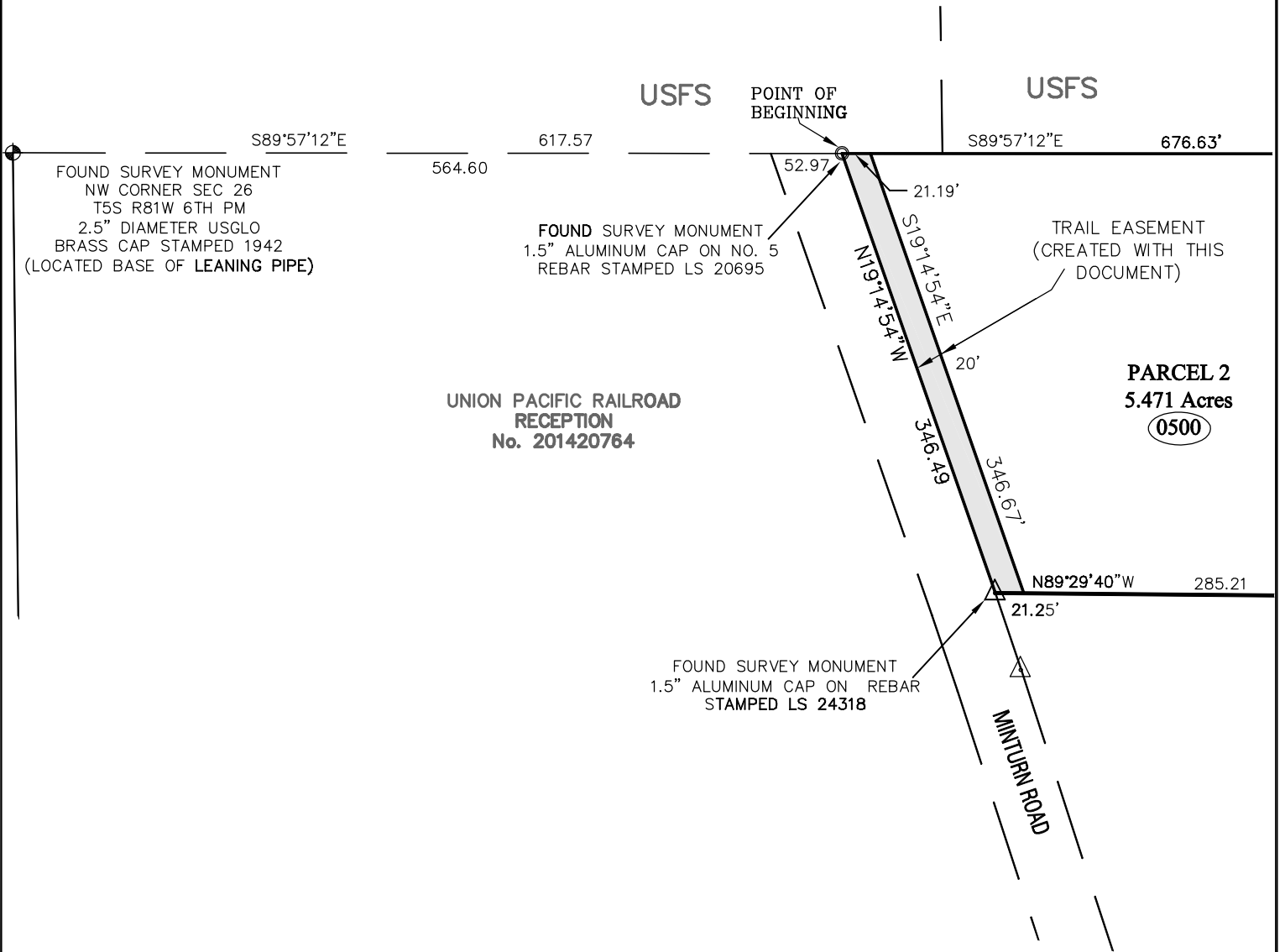






# EXHIBIT A

Section 10, Item D.



### LEGAL DESCRIPTION TRAIL EASEMENT

A strip of land for easement purposes, being the western most 20.00 feet of Parcel 2, UPRR Subdivision, Town of Minturn, County of Eagle, State of Colorado, with side lines terminating on, or extending to, the Northern and Southern Boundaries of said Parcel 2, all according to the Final Plat of said UPRR Subdivision as recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as Reception No. \_\_\_\_\_, in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.  
 Containing 6,932 square feet more or less



Matthew S. Slagle PLS 34998  
 Professional Land Surveyor

0 60 120



1 inch = 120 feet

SLAGLE SURVEY SERVICES

P.O. Box 751 Eagle, Colorado 81631

970.471.1499 Office matthew@slaglesurvey.com

www.SlagleSurvey.com

DRAWN BY: MSS	DATE: 10-09-23	JOB NUMBER: 22055	DWG NAME: 22055 Exhibit2.dwg
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**AGREEMENT**

This Agreement (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2023, ("**Effective Date**"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**UP**"), the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado ("**Minturn**"), and **EAGLE COUNTY, COLORADO**, a body corporate and politic ("**County**").

**RECITALS:**

A. An existing easement in favor of the County ("**Rio Grande Easement**"), attached hereto as **Exhibit 1**, is outdated and includes roads and bridges that no longer exist. Minturn now maintains the public road that is the subject of the Rio Grande Easement as currently configured ("**Minturn Road**"). The parties desire to supersede and replace the Rio Grande Easement by executing the form of Easement Termination ("**Easement Termination**"), attached hereto as **Exhibit 2**, and simultaneously documenting Minturn's rights and obligations with the Easement Deed for Minturn Road and Railroad Avenue in the form attached hereto as **Exhibit 3** ("**Minturn Road Easement**").

B. A portion of Minturn Road crosses UP's railroad tracks, and the parties desire to document such crossings with the form of (i) Public Highway At-Grade Crossing Agreement (Railroad Avenue, U.S. DOT No. 253531V), attached hereto as **Exhibit 4** ("**Railroad Avenue Crossing**"), and (ii) Public Highway At-Grade Crossing Agreement (Eagle County Road 14, U.S. DOT No. 253532C), attached hereto as **Exhibit 5** ("**Eagle County Road 14 Crossing**") (collectively, "**Crossing Agreements**"). The Easement Termination, the Minturn Road Easement, and the Crossing Agreements may hereinafter be collectively referred to as the "**Easement Agreements**".

C. UP is currently under contract with a third party to sell an 18.95-acre tract of land adjacent to the Minturn Road Easement ("**Transaction**"), and the parties desire for such Easement Agreements to be recorded upon the closing of the Transaction.

**AGREEMENT:**

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Escrow and Recordation. Within five (5) days of the Effective Date, UP will open Escrow with Land Title Guarantee Company, 0090 Benchmark Road #205, Avon, Colorado 81620 ("**Title Company**"), and the parties will deliver executed originals of the Easement Agreements to the Title Company within thirty (30) days of the Effective Date with instructions to Title Company to hold the same in escrow in accordance with the provisions of this Agreement. The parties will execute a commercially reasonable escrow agreement if required by the Title Company. The Title Company shall be instructed that simultaneously with the closing of the Transaction, the Title Company shall:

- (i) Record the Easement Termination in the land records of Eagle County, Colorado ("**County Records**"), and deliver to UP;
- (ii) Record the Minturn Road Easement in the County Records and deliver to Minturn; and
- (iii) Record the form of Easement Deed for both the Railroad Avenue Crossing and the Eagle County Road 14 Crossing, the form of which is attached to its respective Crossing Agreement, in the County Records and deliver to Minturn.

2. Closing Costs. All closing costs, including, but not limited to escrow and recording fees, will be paid by UP.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Agreement may be signed and delivered electronically and the "pdf" signatures shall constitute original signatures with all force and effect of law.

4. Governing Law. This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws principles.

5. Drafting. This Agreement has been prepared by UP and its professional advisors and reviewed by Minturn and the County and their professional advisors. UP, Minturn, the County, and their separate advisors believe this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against any party merely because of their efforts in preparing it.

6. Legal Fees. If a dispute arises under this Agreement between the parties and the matter is turned over to an attorney, the prevailing party in the dispute will be awarded by the court or arbitrator its reasonable attorneys' fees and costs, in addition to its other damages and costs.

7. WAIVER OF JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, ON ANY CLAIM OR MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

8. Default. Upon a default, this Agreement may be enforced via specific performance in addition to all other rights and remedies available at law or in equity.

**(Signature Page Follows)**

IN WITNESS WHEREOF, the below signed have executed this Agreement to be effective as of the Effective Date.

UP:

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate

Minturn:

**TOWN OF MINTURN,  
a municipal corporation or political  
subdivision of the State of Colorado**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

County:

**EAGLE COUNTY, COLORADO,  
a body corporate and politic**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

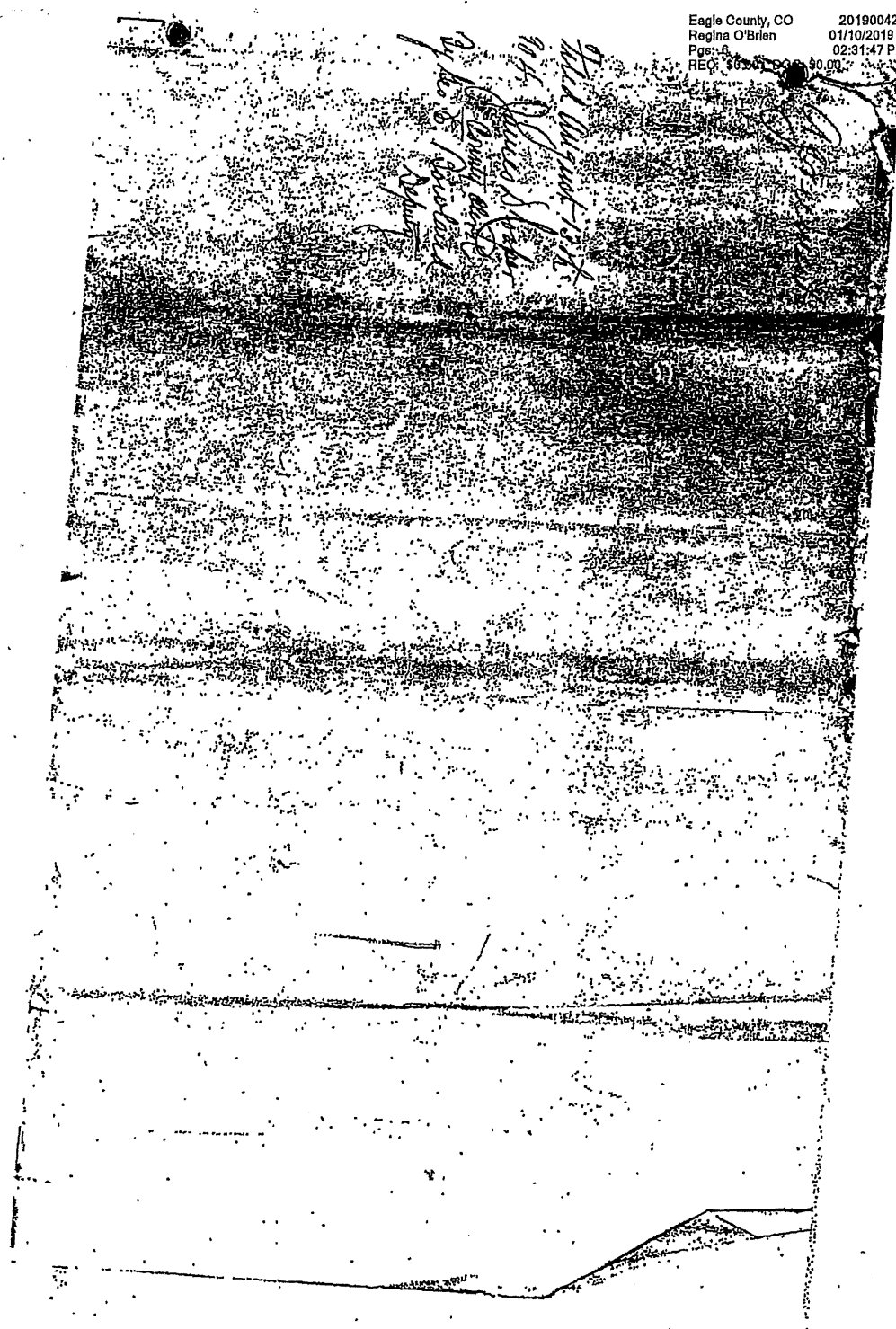


**EXHIBIT 1**

**COPY OF THE RIO GRANDE EASEMENT  
(TO BE ATTACHED)**

Eagle County, CO 201900427  
Regina O'Brien 01/10/2019  
Pg: 6 02:31:47 PM  
REC: 36.00 00.00

*Handwritten notes:*  
M. J. [unclear]  
[unclear]  
[unclear]  
[unclear]



*James H. [unclear]*

*Mid August 1917*

*904 James H. [unclear]*

*Amity, [unclear]*

*By Geo. E. [unclear]*

*Ap[unclear]*

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August, A. D. 1904, by and between THE DENVER AND RIO GRANDE RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Colorado, and hereinafter referred to as the Railroad Company, party of the first part, and the COUNTY OF EAGLE, organized and existing under and by virtue of the laws of said State, and hereinafter referred to as the County, party of the second part, WITNESSETH: THAT

WHEREAS, the use by the public of the lands, premises and yards of the Railroad company at or near the town of Minturn, in said county and state for public travel, and the crossing of its tracks within said yards by the public as heretofore practiced, involve great danger to the public, and danger and annoyance to said Railroad Company, and an impediment and hindrance to its operations, and

WHEREAS, it is the desire of said Railroad Company and of said County that there shall be located, laid out and constructed public roads in the vicinity of said yards, in such manner as to avoid as far as possible such dangers, annoyances and hindrances, and

WHEREAS, the people of the said town of Minturn have petitioned the Board of County Commissioners of said County to construct such bridge over the said Eagle River and to locate, lay out and construct such roads, and to provide for such crossing over the tracks of said Railroad Company in the vicinity of said yards as shall better accommodate the public and minimize the dangers to public travel in said vicinity, and the dangers and hindrances to said Railroad Company;

NOW, THEREFORE, for and in consideration of the covenants, and agreements hereinafter set forth, to be by the respective parties hereto kept, done and performed, it is agreed by and between said parties as follows, to-wit:

-2-

1. Said Railroad Company agrees to grant and does hereby grant unto said County an easement for a right of way for a public road forty (40) feet wide over and across the lands and premises of said Railroad Company in the West Half of the Northwest Quarter of Section Twenty-six (26), Township Five (5) South of Range Eighty-one (81) West of the 6th Principal Meridian, between the points hereinafter designated and as shown on the attached blue print, which is made and accepted as part and parcel of this agreement.

- a. From a point marked B on said blue print to a point marked D thereon;
- b. From a point marked D on said blue print to a point marked E thereon;
- c. From a point marked E on said blue print to a point marked I thereon;
- d. From a point marked F on said blue print to a point marked G thereon.

2. Said Railroad Company agrees to permit said County to use for the purposes of a public highway, and in order to afford ingress to and egress from Block B on the northerly side of the Eagle River, a strip of land as and of the dimensions shown on said blue print between a point marked B and a point marked J thereon, for such period of time as said Railroad Company shall not require the use thereof for an extension or enlargement of its round-house or other facilities, and until said Railroad Company shall furnish to said County for the use of the public other lands for a highway to afford ingress to and egress from the said Block B as aforesaid; provided, however, that said Railroad Company shall have the right at any time to terminate and discontinue the use by the public and said County of said last de-

-3-

scribed strip of land, upon furnishing to said County for the use of the public other lands for a highway to afford ingress to and egress from said Block E as aforesaid.

3. Said Railroad Company also agrees to permit the public to cross its lands, premises and tracks along the roadways now in use for such period of time as shall be required hereunder for said County to locate and construct the proposed new bridge over Eagle River between the points designated A and B on the attached blue-print and the proposed new highways between the points designated C to H to I, and B to J on said blue print, but not longer than until November 15th, 1904, except as to the present traveled road from L to M and from M to the south line of said Railroad Company's lands in said Section 26, the license to use which last described portions of roadways is provided for in Section 8 of this agreement.

4. Said Railroad Company further agrees at its sole cost and expense to install at the earliest practicable date, and thereafter to maintain and operate an alarm gong at the site of the proposed new crossing of its tracks in the south end of its said Minturn yard, between the said points B and C, as shown on said blue print, said gong to be connected with its double main tracks only, and further agrees to construct and thereafter to maintain a sixteen (16) foot plank crossing satisfactory to the County Commissioners of said County, over and across its tracks between said points B and C, as shown on said blue print.

5. Said County agrees, at its sole cost and expense, to locate, construct and complete ready for use by the public on or before November 15th, 1904, and as a part of its system of highway, a new wagon bridge of sufficient strength and of such dimensions as shall safely subserve the public convenience across the Eagle



River between points marked A and B on said blue print, together with the necessary approaches thereto, and thereafter to forever maintain the same in good, safe and serviceable condition and repair.

6. Said County further agrees, at its sole cost and expense, to enter at once upon the construction of, and thereafter with reasonable diligence to complete ready for public use highways on the easterly side of said Railroad Company's yard at Minturn along the lines hereinbefore designated and between the points B and E, H and I, and J and B, as shown on attached blue print, and after the completion thereof, to forever maintain the same, in good safe and serviceable condition for the use of the public as highways.

7. Said County further agrees by appropriate action to at once vacate for public use, and as a part of its system of highways, two bridges across said Eagle River, designated on said blue print as bridge No. 1, in the vicinity of the point designated K on said blue print, and <sup>all its rights in and to</sup> bridge No. 2, near the point designated L thereon.

8. Said County further agrees at once by appropriate action to vacate for public use, and as a part of its system of public highways or roads, used by the public or any portion thereof, all and singular the lands and premises within the exterior boundary lines of the lands and premises of said Railroad Company at or in the vicinity of said town of Minturn, as shown on said attached blue print between the points designated thereon as follows:

E to O, E to P, L to M, M to N and N to K, provided however that said roads designated on said print as extending from E to O from E to P and from M to N shall not be closed to public travel by said Railroad Company until said County shall have completed the construction of said new bridge between said points

marked A and B on said blue print, and the approaches thereto, and until said Railroad Company shall have completed the proposed new crossing over its tracks between the points B and C, as shown on said blue print, and provided, further, that said bridges designated on said blue print as Bridges No. 1 and No. 2, and said roads from L to M and from M to the south line of said Railroad Company's lands in the northwest quarter of said Section 26 shall not be closed to public travel by the said Railroad Company prior to December 31st, 1905, unless said County prior to said December 31st, 1905, shall have completed the construction of the proposed new public road on and along the right of way herein provided for between the points designated F and G on said blue print.

IN WITNESS WHEREOF, said Railroad Company has caused these presents to be duly executed by the hand of its Manager, and said County has caused these presents to be executed by the Chairman of its Board of County Commissioners, and its corporate seal to be hereunto affixed and attested by its Clerk, they being thereunto duly authorized by resolution of said Board of County Commissioners on the day and year first above written.

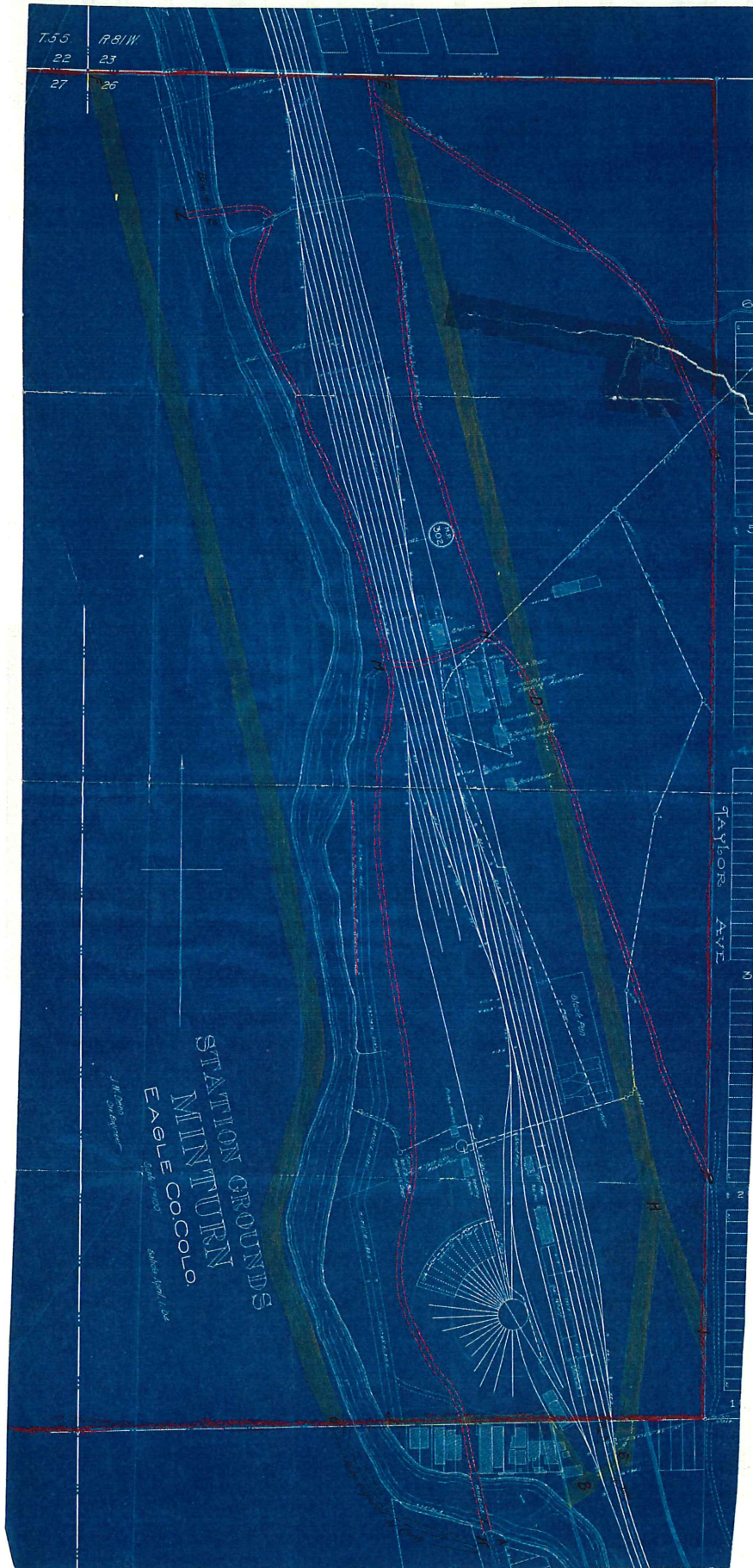
THE DENVER AND RIO GRANDE RAILROAD COMPANY,  
By JA Edison  
Manager.

THE BOARD OF COUNTY COMMISSIONERS OF EAGLE COUNTY, COLORADO,

ATTEST: James D. Cooper Clerk. By W. M. Kinzie Chairman.

W. M. Kinzie  
Charles Fleck  
John Auld

Board of County Commissioners of Eagle County, Colorado.



**EXHIBIT 2**

**FORM OF EASEMENT TERMINATION  
(TO BE ATTACHED)**

**EASEMENT TERMINATION**

This EASEMENT TERMINATION ("**Termination**") is executed as of \_\_\_\_\_, 2023 ("**Effective Date**") by **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**UP**"), successor-in-interest to The Denver and Rio Grande Railroad Company, and **EAGLE COUNTY, COLORADO** a body corporate and politic ("**Eagle County**").

**RECITALS:**

WHEREAS, pursuant to that certain Agreement dated August 13, 1904, by and between The Denver Rio Grande Railroad Company, predecessor-in-interest to UP, and Eagle County, recorded January 10, 2019 at reception number 201900427 ("**Rio Grande Easement**"), certain easement rights and obligations were created for purposes of a right-of-way for public roads and bridges over portions of the real property as more particularly described in the Rio Grande Easement attached hereto as **Exhibit A**;

WHEREAS, the Rio Grande Easement was for the benefit of Eagle County, and includes certain roads and bridges that no longer exist and are no longer needed by Eagle County:

WHEREAS, UP and Eagle County desire to terminate the Rio Grande Easement.

**AGREEMENT:**

NOW, THEREFORE, UP and Eagle County hereby declare as follows:

1. As of the Effective Date, the Rio Grande Easement is hereby terminated and shall be of no further force or effect.

**(Signature Pages to Follow)**





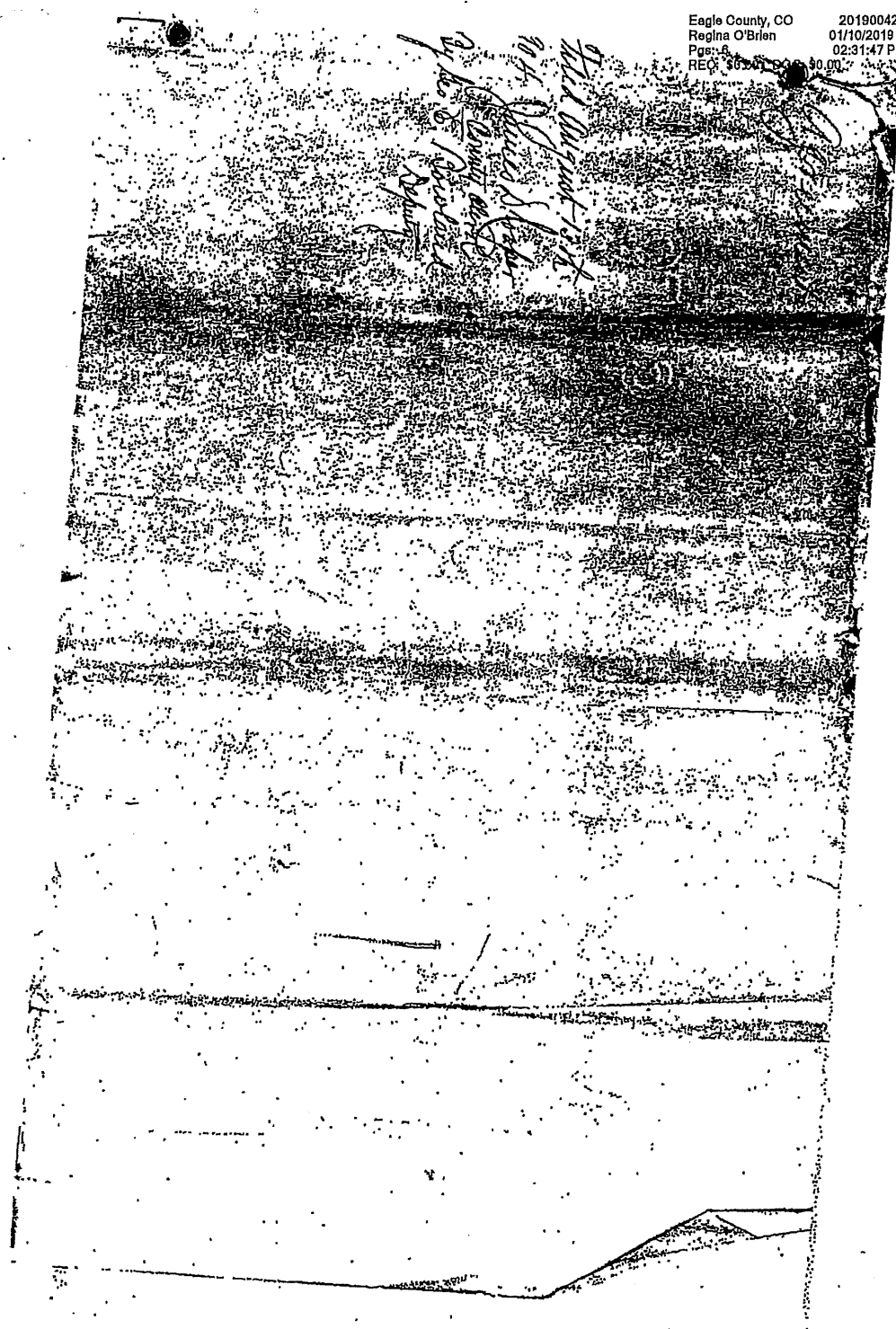


**EXHIBIT A**

**RIO GRANDE EASEMENT  
(TO BE ATTACHED)**

Eagle County, CO 201900427  
Regina O'Brien 01/10/2019  
Pg: 6 02:31:47 PM  
REC: 36341 999 80.00

*Handwritten notes:*  
M. J. [unclear]  
[unclear]  
[unclear]  
[unclear]



*James H. [unclear]*

*Mid August 1917*

*904 James H. [unclear]*

*Amity, [unclear]*

*By Geo. E. [unclear]*

*Ap[unclear]*

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August, A. D. 1904, by and between THE DENVER AND RIO GRANDE RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Colorado, and hereinafter referred to as the Railroad Company, party of the first part, and the COUNTY OF EAGLE, organized and existing under and by virtue of the laws of said State, and hereinafter referred to as the County, party of the second part, WITNESSETH: THAT

WHEREAS, the use by the public of the lands, premises and yards of the Railroad company at or near the town of Minturn, in said county and state for public travel, and the crossing of its tracks within said yards by the public as heretofore practiced, involve great danger to the public, and danger and annoyance to said Railroad Company, and an impediment and hindrance to its operations, and

WHEREAS, it is the desire of said Railroad Company and of said County that there shall be located, laid out and constructed public roads in the vicinity of said yards, in such manner as to avoid as far as possible such dangers, annoyances and hindrances, and

WHEREAS, the people of the said town of Minturn have petitioned the Board of County Commissioners of said County to construct such bridge over the said Eagle River and to locate, lay out and construct such roads, and to provide for such crossing over the tracks of said Railroad Company in the vicinity of said yards as shall better accommodate the public and minimize the dangers to public travel in said vicinity, and the dangers and hindrances to said Railroad Company;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, to be by the respective parties hereto kept, done and performed, it is agreed by and between said parties as follows, to-wit:

-2-

1. Said Railroad Company agrees to grant and does hereby grant unto said County an easement for a right of way for a public road forty (40) feet wide over and across the lands and premises of said Railroad Company in the West Half of the Northwest Quarter of Section Twenty-six (26), Township Five (5) South of Range Eighty-one (81) West of the 6th Principal Meridian, between the points hereinafter designated and as shown on the attached blue print, which is made and accepted as part and parcel of this agreement.

- a. From a point marked B on said blue print to a point marked D thereon;
- b. From a point marked D on said blue print to a point marked E thereon;
- c. From a point marked E on said blue print to a point marked I thereon;
- d. From a point marked F on said blue print to a point marked G thereon.

2. Said Railroad Company agrees to permit said County to use for the purposes of a public highway, and in order to afford ingress to and egress from Block B on the northerly side of the Eagle River, a strip of land as and of the dimensions shown on said blue print between a point marked B and a point marked J thereon, for such period of time as said Railroad Company shall not require the use thereof for an extension or enlargement of its round-house or other facilities, and until said Railroad Company shall furnish to said County for the use of the public other lands for a highway to afford ingress to and egress from the said Block B as aforesaid; provided, however, that said Railroad Company shall have the right at any time to terminate and discontinue the use by the public and said County of said last de-



scribed strip of land, upon furnishing to said County for the use of the public other lands for a highway to afford ingress to and egress from said Block E as aforesaid.

3. Said Railroad Company also agrees to permit the public to cross its lands, premises and tracks along the roadways now in use for such period of time as shall be required hereunder for said County to locate and construct the proposed new bridge over Eagle River between the points designated A and B on the attached blue-print and the proposed new highways between the points designated C to H to I, and B to J on said blue print, but not longer than until November 15th, 1904, except as to the present traveled road from L to M and from M to the south line of said Railroad Company's lands in said Section 26, the license to use which last described portions of roadways is provided for in Section 8 of this agreement.

4. Said Railroad Company further agrees at its sole cost and expense to install at the earliest practicable date, and thereafter to maintain and operate an alarm gong at the site of the proposed new crossing of its tracks in the south end of its said Minturn yard, between the said points B and C, as shown on said blue print, said gong to be connected with its double main tracks only, and further agrees to construct and thereafter to maintain a sixteen (16) foot plank crossing satisfactory to the County Commissioners of said County, over and across its tracks between said points B and C, as shown on said blue print.

5. Said County agrees, at its sole cost and expense, to locate, construct and complete ready for use by the public on or before November 15th, 1904, and as a part of its system of highway, a new wagon bridge of sufficient strength and of such dimensions as shall safely subserve the public convenience across the Eagle

River between points marked A and B on said blue print, together with the necessary approaches thereto, and thereafter to forever maintain the same in good, safe and serviceable condition and repair.

6. Said County further agrees, at its sole cost and expense, to enter at once upon the construction of, and thereafter with reasonable diligence to complete ready for public use highways on the easterly side of said Railroad Company's yard at Minturn along the lines hereinbefore designated and between the points B and E, H and I, and J and B, as shown on attached blue print, and after the completion thereof, to forever maintain the same, in good safe and serviceable condition for the use of the public as highways.

7. Said County further agrees by appropriate action to at once vacate for public use, and as a part of its system of highways, two bridges across said Eagle River, designated on said blue print as bridge No. 1, in the vicinity of the point designated K on said blue print, and <sup>all its rights in and to</sup> bridge No. 2, near the point designated L thereon.

8. Said County further agrees at once by appropriate action to vacate for public use, and as a part of its system of public highways or roads, used by the public or any portion thereof, all and singular the lands and premises within the exterior boundary lines of the lands and premises of said Railroad Company at or in the vicinity of said town of Minturn, as shown on said attached blue print between the points designated thereon as follows:

E to O, E to P, L to M, M to N and N to K, provided however that said roads designated on said print as extending from E to O from E to P and from M to N shall not be closed to public travel by said Railroad Company until said County shall have completed the construction of said new bridge between said points

marked A and B on said blue print, and the approaches thereto, and until said Railroad Company shall have completed the proposed new crossing over its tracks between the points B and C, as shown on said blue print, and provided, further, that said bridges designated on said blue print as Bridges No. 1 and No. 2, and said roads from L to M and from M to the south line of said Railroad Company's lands in the northwest quarter of said Section 26 shall not be closed to public travel by the said Railroad Company prior to December 31st, 1905, unless said County prior to said December 31st, 1905, shall have completed the construction of the proposed new public road on and along the right of way herein provided for between the points designated F and G on said blue print.

IN WITNESS WHEREOF, said Railroad Company has caused these presents to be duly executed by the hand of its Manager, and said County has caused these presents to be executed by the Chairman of its Board of County Commissioners, and its corporate seal to be hereunto affixed and attested by its Clerk, they being thereunto duly authorized by resolution of said Board of County Commissioners on the day and year first above written.

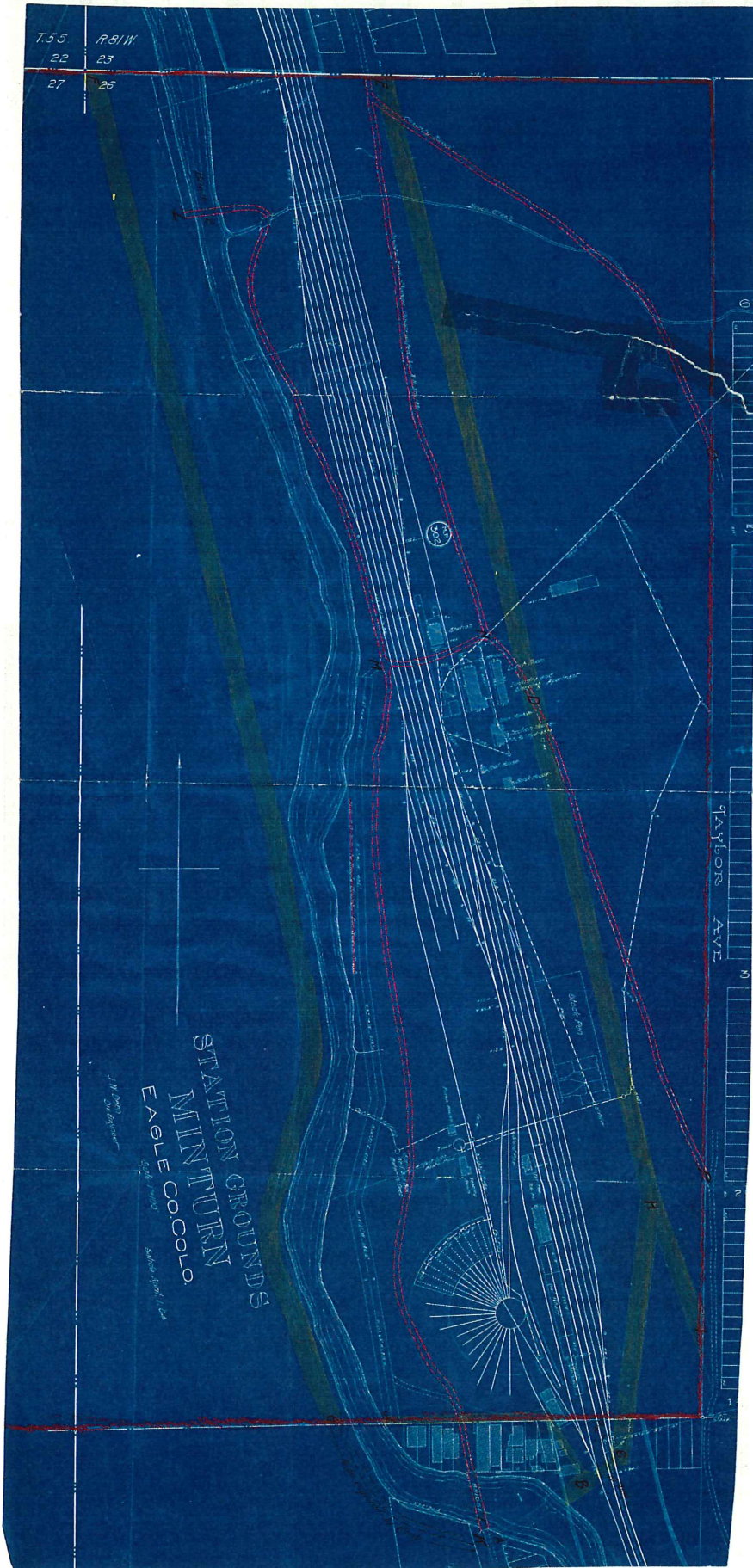
THE DENVER AND RIO GRANDE RAILROAD COMPANY,  
By JA Edison  
Manager.

THE BOARD OF COUNTY COMMISSIONERS OF EAGLE COUNTY, COLORADO,

ATTEST:  
James D. Cooper Clerk. By W. M. Kinzie Chairman.

W. M. Kinzie  
Crack Fleck  
John Auld

Board of County Commissioners of Eagle County, Colorado.



**EXHIBIT 3**

**FORM OF MINTURN ROAD EASEMENT  
(TO BE ATTACHED)**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3185-08

**EASEMENT DEED**  
**FOR MINTURN ROAD AND RAILROAD AVENUE**

This EASEMENT DEED FOR MINTURN ROAD AND RAILROAD AVENUE ("Easement Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**Grantor**"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado ("**Grantee**"), whose address is 301 Boulder St., #309, Minturn, Colorado 81645.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("**Easement**"), for the purpose of constructing, using, maintaining, repairing, renewing and reconstructing a public roadway, sidewalk, and utilities (collectively, "**Easement Improvements**") on, along, across and under certain property in Eagle County, State of Colorado, described and depicted in **Exhibits A-1, A-2, and A-3**, each of which are attached and by reference made a part hereof (collectively, the "**Easement Area**") for access to Grantee's adjacent property.

The Easement is granted for the purpose described above only; PROVIDED, HOWEVER, that Grantee is prohibited from using the Westerly twenty-five feet (25') of that certain portion of the Easement Area described and depicted in **Exhibit A-2** for sidewalk or pedestrian/bike trail purposes. The Easement is in gross and personal to Grantee, and may not be assigned, in whole or in part, without Grantor's prior written consent, which may be withheld in Grantor's sole discretion. Grantee may grant licenses and sub easements in the Easement Area for utilities. Prior to granting a license or sub easement, Grantee shall provide Grantor with information and a plan set showing the proposed location and configuration of the proposed license or sub easement agreement and allow Grantor fourteen (14) days to provide written comments. Any use of the Easement by Grantee or Grantee's licensees and sub easement holders shall be

coordinated with Grantor to ensure that such use will not harm or frustrate Grantor's then existing use(s) of the Easement Area.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement. Prior to installing any new use within the Easement Area or repairing or reconstructing an existing use, Grantor shall provide Grantee with information and a plan set showing the proposed location and configuration of the proposed use and allow Grantee fourteen (14) days to provide written comments. Any use of the Easement by Grantor or Grantor's licensees shall be coordinated with Grantee to ensure that such use will not harm or frustrate Grantee's use of the Easement, and that any damage to the Easement Improvements caused by the activities of Grantor or Grantor's licensees are repaired and replaced to as substantially similar of a condition that existed before any work was undertaken.

Any notices required or desired to be given under this Easement Deed shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Grantor: UNION PACIFIC RAILROAD COMPANY  
ATTN: Gregg A. Larsen, Senior Manager-Real Estate  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179  
Telephone: (402) 544-8552  
Email: [galarsen@up.com](mailto:galarsen@up.com)

Grantee: TOWN OF MINTURN  
ATTN: Michelle Metteer, Town Manager  
301 Boulder St, Suite # 309  
Minturn, Colorado 81645  
Telephone: (970) 827-5645, Extension No. 8  
Email: [manager@minturn.org](mailto:manager@minturn.org)

The Easement is granted subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from



Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

Grantee shall maintain and repair the Easement Improvements consistent with the requirements of Colorado law. Grantee shall also maintain and repair such Easement Improvements in such manner not to cause any interference with Grantor's tracks and appurtenances or rail operations, or the facilities or access rights of utility companies or other occupants of the Easement Area. If Grantee fails to perform its maintenance obligations and continues in default in the performance of any provision of this Easement Deed for a period of sixty (60) days after written notice from Grantor to Grantee specifying such default, Grantor may, at its sole discretion, initiate an action in the District Court of Eagle County to enforce this Easement Deed.

**To the extent it may lawfully do so and subject to the conditions and limitations imposed by the Taxpayer Bill of Rights in the Colorado Constitution, Grantee shall indemnify, defend, and hold harmless Grantor and its affiliates, its and their officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict, consequential or punitive damages), claims, demands, actions, causes of action, costs and expenses of whatsoever nature including, without limitation, court costs and attorneys' fees, arising from Grantee's performance of its obligations described herein, except to the extent caused by the negligence or intentional conduct of the Indemnitees. The term "affiliate" (or "affiliates" as the case may be) as used in this Easement Deed means any corporation which directly or indirectly controls, or is controlled by, or is under common control with Grantor. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY GRANTEE OF ANY OF THE IMMUNITIES AVAILABLE TO GRANTEE PURSUANT TO THE PROVISIONS OF THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. § 24-10-101 ET. SEQ.**

Nonuse of the Easement Area or any portion thereof, for a period of two (2) year will be deemed an abandonment of the Easement Area, whereupon Grantor will notify Grantee, its successors or assigns, in writing that the Easement will cease and terminate, and the title to the Easement Area will be freed from the burden of the Easement. Upon receipt of Grantor's written notice of intent to terminate based on abandonment by Grantee, its successors or assigns, Grantee will have thirty (30) days after its receipt of such termination notice to object in writing to the intent to terminate. If no objection is timely received, Grantee will be deemed to have abandoned any possessory rights. If an objection is timely received, the parties will mediate the dispute. If a resolution cannot be reached through mediation, either party may file a District Court action in Eagle County, Colorado for a factual determination of abandonment. Within one hundred eighty (180) days after termination or abandonment as contemplated by this Easement Deed, Grantee, at its sole expense, shall (a) peacefully and quietly vacate and surrender possession of the portions of the Easement Area no longer encumbered by the Easement, and (b) deliver to Grantor a fully executed and acknowledged release and quitclaim for such abandoned or terminated portions of the Easement Area in recordable form satisfactory to Grantor.

**(Signature Pages to Follow)**





# EXHIBIT A-1

Section 10, Item D.

## PART OF THE SW 1/4, SW 1/4, SECTION 23, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### PARCEL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LANDS DEFINED IN INSTRUMENT RECORDED IN BOOK 106 AT PAGE 331, IN THE OFFICE OF THE CLERK AND RECORDER, COUNTY OF EAGLE, STATE OF COLORADO, AS DEPICTED ON CONTRA LTD. ALTA/ACSM LAND TITLE SURVEY DATED APRIL 01, 1998, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHWEST CORNER OF SAID LANDS RECORDED IN BOOK 106 AT PAGE 331 AND ALSO BEING ON THE SOUTH SECTION LINE OF SAID SECTION 23 FROM WHICH THE CORNER OF SECTIONS 22, 23, 26 & 27, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS, WITH ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, N89°57'12"W 508.87 FEET; THENCE UPON SAID SOUTH SECTION LINE S89°57'12"E 55.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE N19°06'00"W 674.25 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 106 AT PAGE 331; THENCE ALONG SAID EASTERLY BOUNDARY 633.72 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2110.10 FEET, AN INTERIOR ANGLE OF 17°12'27" AND A CHORD WHICH BEARS S23°36'25"E 631.35 FEET; THENCE S15°00'11"E 60.73 FEET TO A POINT ON SAID SOUTH SECTION LINE; THENCE ALONG SAID SOUTH SECTION LINE N89°57'12"W 47.92 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 28,136 SQUARE FEET, MORE OR LESS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

### SLAGLE SURVEY SERVICES

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

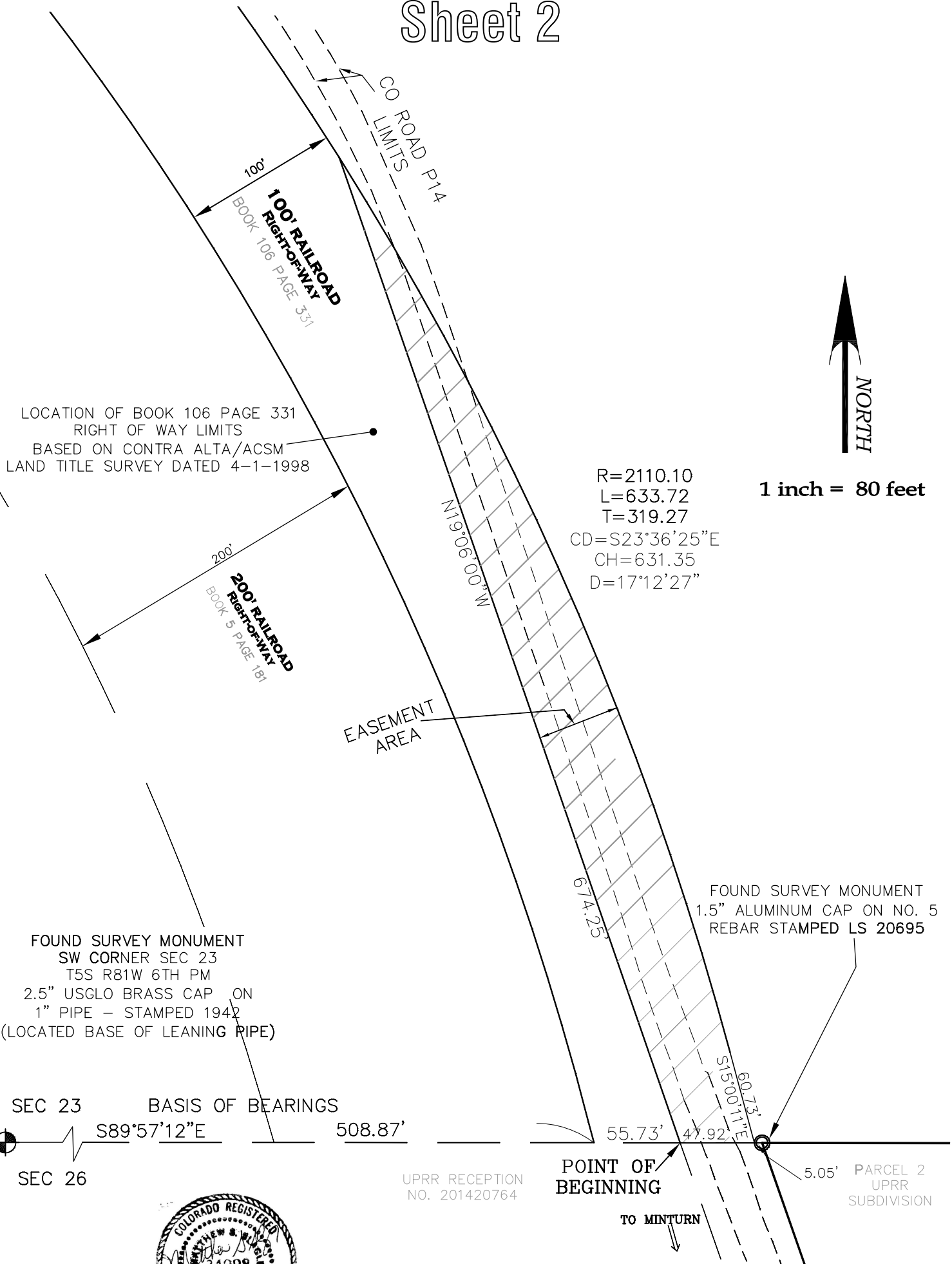
<b>EXHIBIT A-1</b>		
<b>PART OF THE SW 1/4, SW 1/4, SECTION 23, T5S, R81W, 6TH P.M. MINTURN, COLORADO</b>		
<small>DRAWN BY:</small> MSS	<small>JOB NUMBER:</small> 22055	<small>DRAWING NAME:</small> 22055_Exhibit A S curve.dwg
<small>SHEET</small> 1 <small>OF</small> 2		<small>DATE:</small> 08-18-2023

# EXHIBIT A-1

Section 10, Item D.

**PART OF THE SW 1/4, SW 1/4, SECTION 23,  
T5S, R81W, 6TH P.M. MINTURN, COLORADO**

## Sheet 2



1 inch = 80 feet



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

**SLAGLE SURVEY SERVICES**  
P.O. Box 751 Eagle, Colorado 81631  
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www.SlagleSurvey.com

**EXHIBIT A-1**  
**PART OF THE SW 1/4, SW 1/4, SECTION 23,  
T5S, R81W, 6TH P.M. MINTURN, COLORADO**

DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	

# EXHIBIT A-2

Section 10, Item D.

## PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO

**PARCEL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 26, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 26 BEARS, WITH ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, N89°57'12"W 617.57 FEET SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 2, UPRR SUBDIVISION; THENCE DEPARTING SAID SECTION LINE S19°14'54"E 346.49 FEET; THENCE 60.43 FEET UPON A CURVE TO THE RIGHT WITH A RADIUS OF 2813.69 FEET A CENTRAL ANGLE OF 01°13'50" AND A CHORD WHICH BEARS S18°37'58"E 60.43 FEET; THENCE S18°01'03"E 324.55 FEET; THENCE 143.34 FEET UPON A CURVE TO THE RIGHT HAVING A RADIUS OF 763.58 FEET A CENTRAL ANGLE OF 10°45'20" AND A CHORD WHICH BEARS S12°38'24"E 143.13 FEET; THENCE S07°15'43"E 164.66 FEET; THENCE 127.07 FEET UPON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.55 FEET A CENTRAL ANGLE OF 09°05'41" AND A CHORD WHICH BEARS S11°48'34"E 126.94 FEET; THENCE ON A NON-TANGENT LINE S14°53'24"E 239.29 FEET; THENCE S15°11'50"E 538.46 FEET; THENCE 252.18 FEET UPON A CURVE TO THE RIGHT HAVING A RADIUS OF 2013.41 FEET A CENTRAL ANGLE OF 07°10'35" AND A CHORD WHICH BEARS S11°36'33"E 252.02 FEET; THENCE S08°01'15"E 215.43 FEET; THENCE 211.61 FEET UPON A CURVE TO THE RIGHT WITH A RADIUS OF 2208.58 FEET A CENTRAL ANGLE OF 05°29'23" AND A CHORD WHICH BEARS S05°16'34"E 211.53 FEET TO A POINT OF THE WESTERN LINE OF TAYLOR AVENUE ACCORDING TO THE INSTRUMENT RECORDED AS RECEPTION NO. 144697 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE, COLORADO; THENCE UPON SAID WESTERN LINE OF TAYLOR AVENUE THE FOLLOWING (3) THREE COURSES: 1) S36°42'11"W 56.49; 2) S53°17'49"E 7.56 FEET; 3) 84.91 FEET UPON A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 188.33 FEET A CENTRAL ANGLE OF 25°49'58" AND A CHORD WHICH BEARS S12°55'08"W 84.19 FEET; THENCE DEPARTING SAID WESTERN LINE N01°30'44"W 129.71 FEET; THENCE 206.82 FEET UPON A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2158.58 FEET WITH A CENTRAL ANGLE OF 05°29'23" AND A CHORD WHICH BEARS N05°16'34"W 206.74 FEET; THENCE N08°01'15"W 215.43 FEET; THENCE 245.92 FEET UPON A CURVE TO THE LEFT HAVING A RADIUS OF 1963.41 FEET A CENTRAL ANGLE OF 07°10'35" AND A CHORD WHICH BEARS N11°36'33"W 245.76 FEET; THENCE N15°11'50"W 538.59 FEET; THENCE N14°53'24"W 238.79 FEET; THENCE 134.36 FEET UPON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 850.55 FEET A CENTRAL ANGLE OF 09°03'03" AND A CHORD WHICH BEARS N11°47'15"W 134.22 FEET; THENCE N07°15'43"W 164.66 FEET; THENCE 133.95 FEET UPON A CURVE TO THE LEFT WITH A RADIUS OF 713.58 FEET A CENTRAL ANGLE OF 10°45'20" AND A CHORD WHICH BEARS N12°38'24"W 133.76 FEET; THENCE N18°01'03"W 324.55 FEET; THENCE 59.36 FEET UPON A CURVE TO THE LEFT HAVING A RADIUS OF 2763.69 FEET A CENTRAL ANGLE OF 01°13'50" AND A CHORD WHICH BEARS N18°37'58"W 59.36 FEET; THENCE N19°14'54"W 364.12 FEET TO SAID NORTH LINE OF SECTION 26; THENCE UPON SAID NORTH LINE S89°57'12"E 52.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 133,342 SQUARE FEET MORE OR LESS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

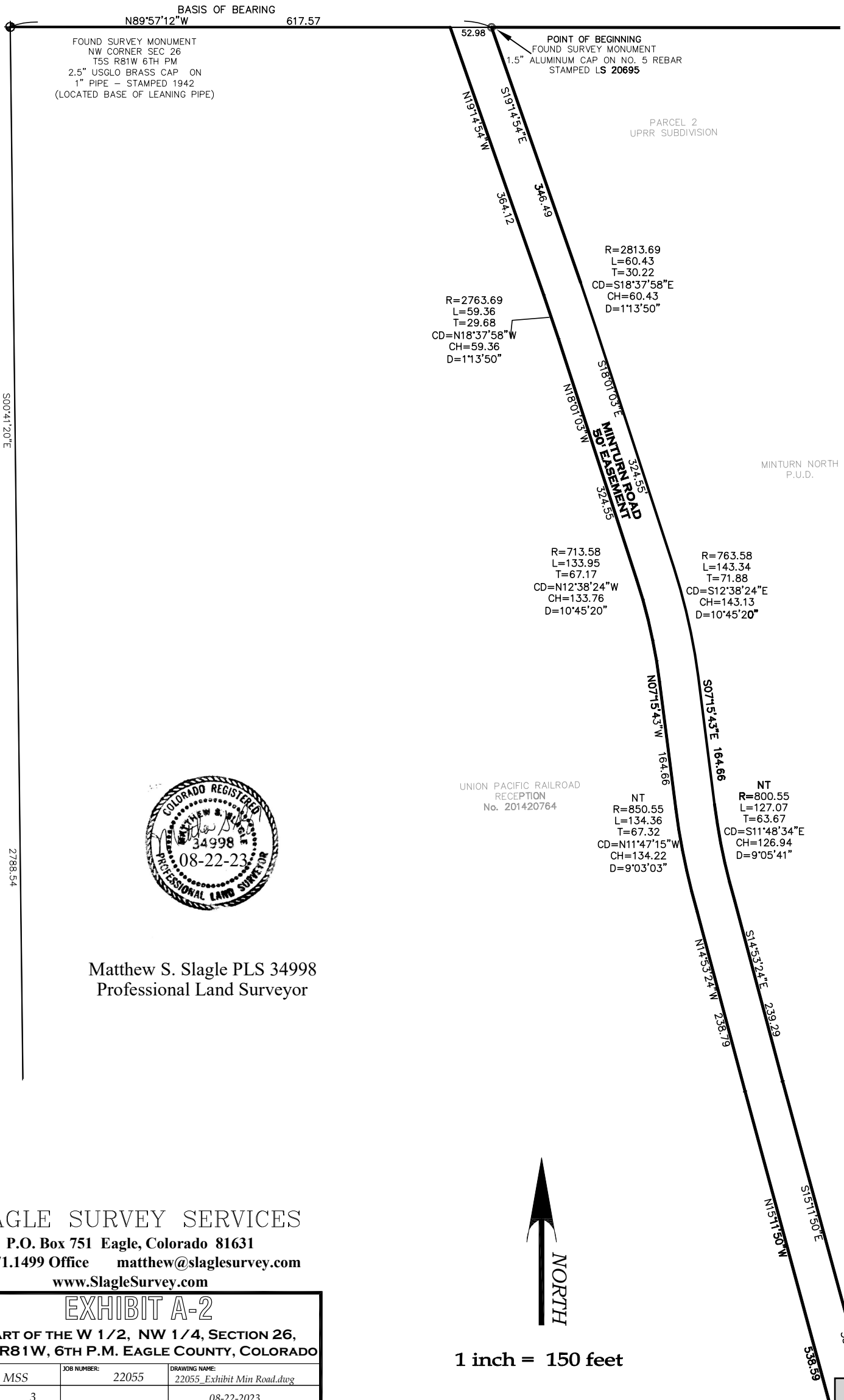
SLAGLE SURVEY SERVICES  
P.O. Box 751 Eagle, Colorado 81631  
970.471.1499 Office matthew@slaglesurvey.com  
www.SlagleSurvey.com

<b>EXHIBIT A-2</b>		
<b>PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO</b>		
<small>DRAWN BY:</small>	<small>JOB NUMBER:</small>	<small>DRAWING NAME:</small>
MSS	22055	22055_Exhibit Min Road.dwg
1	3	08-22-2023

# EXHIBIT A-2

Section 10, Item D.

## PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO



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Professional Land Surveyor

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EXHIBIT A-2		
PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO		
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055_Exhibit Min Road.dwg
2	3	08-22-2023



1 inch = 150 feet

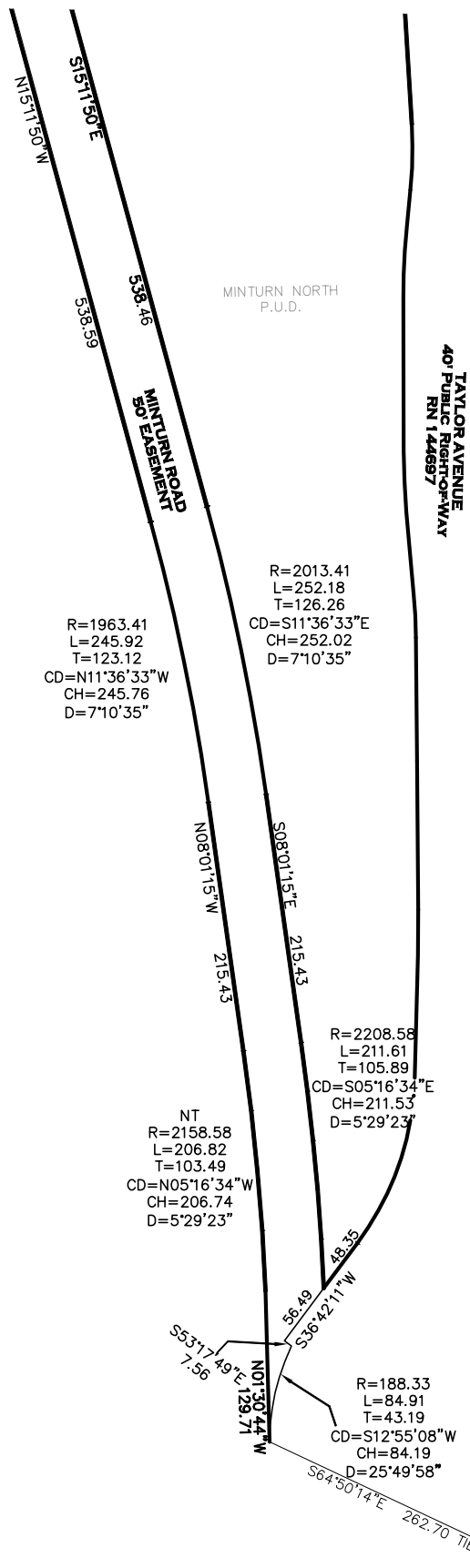


# EXHIBIT A-2

Section 10, Item D.

## PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO

UNION PACIFIC RAILROAD  
RECEPTION  
No. 201420764



1 inch = 150 feet

RECEPTION  
No. 928909

FOUND SURVEY MONUMENT  
C-W 1/16 SEC 26  
3.25" DIAMETER USFS  
ALUMINUM CAP ON 2" TUBE  
STAMPED LS 7235 1981



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Professional Land Surveyor

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<b>EXHIBIT A-2</b>		
<b>PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO</b>		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit Min Road.dwg
3	3	08-22-2023

# EXHIBIT A-3

Section 10, Item D.

## PART OF THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SW 1/4, NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2.5" ALUMINUM CAP ON NO.6 REBAR STAMPED LS 37924 AT THE LOCATION OF THE MONUMENT PREVIOUSLY DESCRIBED AS THE "RAIL MONUMENT" FROM WHICH THE C-W 1/ 16TH CORNER OF SAID SECTION 26 BEARS S87°49'11"E 85.40 FEET; THENCE S89°45'25"W (WITH ALL BEARINGS CONTAIN HEREIN BEING BASED ) UPON THE MONUMENTED LINE BETWEEN SAID RAIL MONUMENT AND THE MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 2.5" USGLO BRASS CAP ON 1" IRON PIPE STAMPED PROPERLY, 1942, 296.59 FEET TO THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE SUBJECT PARCEL DESCRIBED HEREIN; THENCE UPON SAID MONUMENTED LINE S89°45'25"W 232.38 FEET TO THE WESTERN RIGHT OF WAY OF MAIN STREET; THENCE DEPARTING SAID MONUMENTED LINE AND UPON SAID RIGHT OF WAY N00°06'32"W 24.15 FEET; THENCE N89°34'54"E 178.23 FEET; THENCE 60.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 78.88 FEET, AN INTERIOR ANGLE OF 44°16'52" AND A CHORD WHICH BEARS S65°41'57"E 59.46 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 5,255 SQUARE FEET, MORE OR LESS.



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Professional Land Surveyor

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www.SlagleSurvey.com

<b>EXHIBIT A-3</b> PART OF THE NW 1/4, SW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
<small>DRAWN BY:</small> MSS	<small>JOB NUMBER:</small> 22055	<small>DRAWING NAME:</small> 22055_Exhibit A S curve.dwg
<small>SHEET</small> 1 <small>OF</small> 2		<small>DATE:</small> 08-18-2023

# EXHIBIT A-3

Section 10, Item D.

**PART OF THE SW 1/4, NW 1/4, SECTION 26,  
T5S, R81W, 6TH P.M. MINTURN, COLORADO**

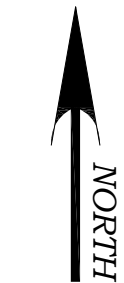
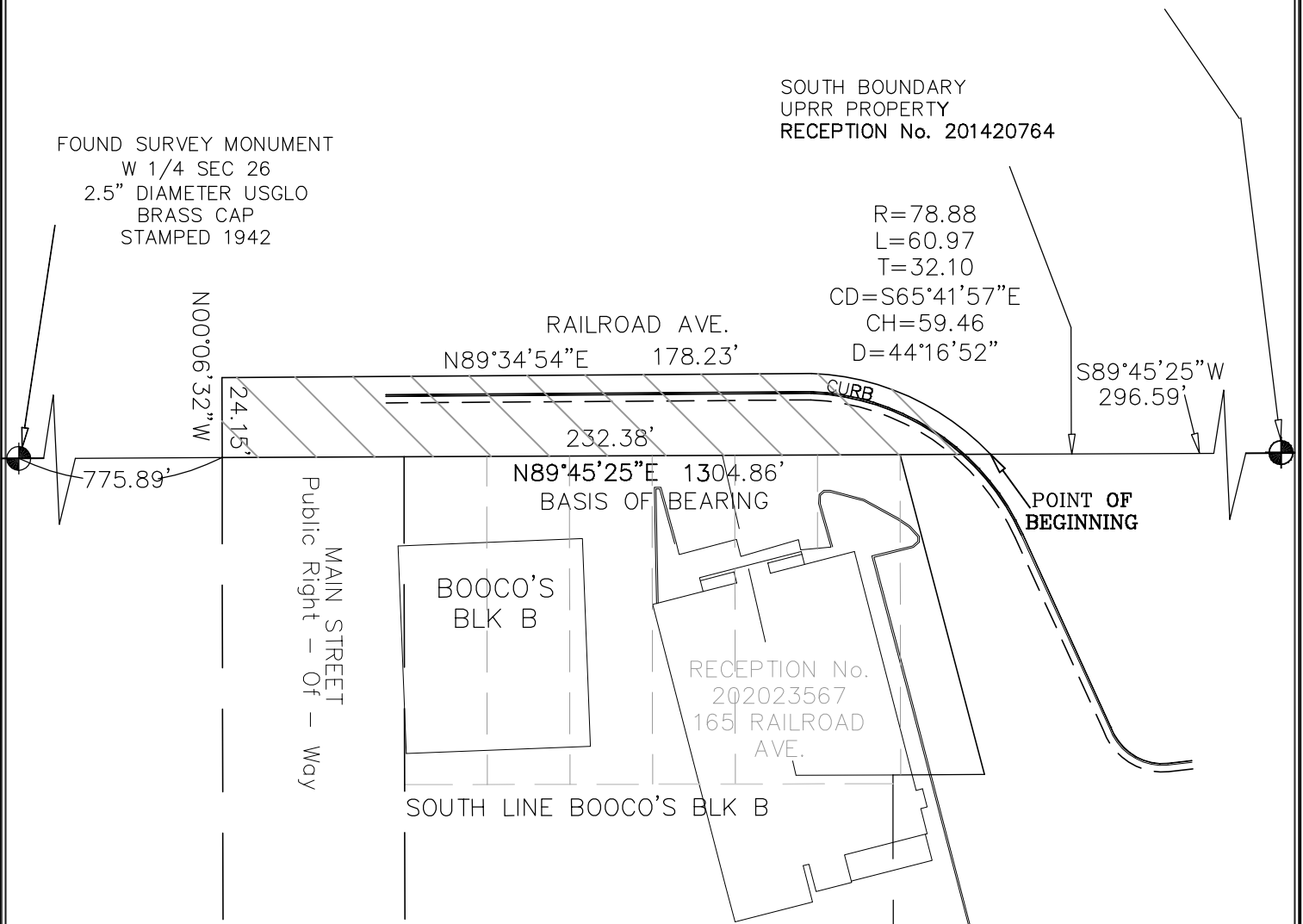
## Sheet 2

POINT OF COMMENCEMENT  
FOUND SURVEY MONUMENT  
AT RAIL MONUMENT LOCATION N87°49'11"W 85.40'  
FROM C-W 1/16 TH - 2.5" ALUMINUM CAP ON  
No.6 REBAR STAMPED PLS 37924

SOUTH BOUNDARY  
UPRR PROPERTY  
RECEPTION No. 201420764

FOUND SURVEY MONUMENT  
W 1/4 SEC 26  
2.5" DIAMETER USGLO  
BRASS CAP  
STAMPED 1942

R=78.88  
L=60.97  
T=32.10  
CD=S65°41'57"E  
CH=59.46  
D=44°16'52"



1 inch = 50 feet



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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EXHIBIT A-3		
PART OF THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	221

**EXHIBIT 4**

**FORM OF PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT  
FOR THE RAILROAD AVENUE CROSSING  
(TO BE ATTACHED)**

UP Real Estate Folder No.: 3185-10  
 Audit Number \_\_\_\_\_

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

RAILROAD AVENUE  
 DOT NUMBER 253531V  
 MILE POST 301.66, TENNESSEE PASS SUBDIVISION  
 MINTURN, EAGLE COUNTY, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, Attn: Real Estate Department ("Railroad"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Political Body").

**RECITALS:**

Railroad and Political Body desire to document the Political Body's use of an existing at-grade public crossing wherein vehicular traffic on Railroad Avenue traverse on, along and across Railroad's property at Railroad's Mile Post 301.66, DOT Number 253531V, on Railroad's Tennessee Pass Subdivision at or near Minturn, Eagle County, Colorado (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and described in the legal description marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the public crossing located within the Crossing Area on Railroad's property is the "Roadway".

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B** are attached hereto and hereby made a part hereof.

**Section 2. GRANT OF EASEMENT**

Upon completion of the execution of this Agreement, the Railroad shall execute and deliver to the Political Body a nonexclusive easement in the form Easement Deed marked **Exhibit C**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibit A** and **Exhibit A-1**, for the sole purposes of constructing,

using, maintaining, repairing, renewing and reconstructing the Roadway and sidewalks located within the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area, including maintenance and repair work, the Political Body shall require the Contractor to:

- Execute the Railroad's then current Contractor's Right of Entry Agreement;
- Obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- Provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. If the Political Body's own employees will be performing any maintenance or repair work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

If Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public and, in connection with such threat, Railroad performs any work, or as may otherwise be requested by Political Body to perform any work, Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with such work, including, but not limited to, all actual costs of engineering review, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

**Section 6. CONDITIONS TO BE MET BEFORE POLITICAL BODY AND/OR CONTRACTOR CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad and Colorado Public Utilities Commission ("CPUC") has provided to Political Body the Railroad's and CPUC's written approval of the Political Body's plans and specifications for any work to be performed within the Crossing Area.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad representative named in the Contractor's Right of Entry Agreement.

## **Section 7. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to supplement this Agreement, or enter into a separate agreement, with terms and conditions covering the Non Railroad Facilities.



**Section 8. EFFECTIVE DATE; TERM; TERMINATION**

This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property, subject to the abandonment provisions contained in the Easement.

**Section 9. FUTURE PROJECTS**

Projects within the Crossing Area involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad, CPUC, and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 10. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 11. SPECIAL PROVISION**

A. If the Railroad, in its sole and absolute discretion, reactivates the track at the location of the Crossing Area, Political Body shall cooperate with Railroad to evaluate and implement any improvements necessitated by such reactivation, including without limitation, changes in grade and warning devices, and will enter into separate agreements with Railroad as may be required by Railroad for the construction, cost allocations and continued use of the Roadway.

B. In the event the Political Body fails to perform its obligations set forth in this Agreement and the Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public, Railroad, without any liability to Political Body, and at the expense of the Political Body, may take any and all action it deems reasonably necessary to remediate the threat, protect the road crossing, restore Railroad's operations and to insure the safety of Railroad's personnel, trains, property, facilities and/or operations.

C. Political Body's covenants to indemnify under the terms of this Agreement (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act ("Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in CRS Section 24-10-114, as those may be amended, (c) shall only be effective if the City's obligation to indemnify or pay costs is insured by the Colorado

Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the Political Body's liability carrier.

D. This Agreement is expressly made subject to the limitations of the Colorado Constitution, except for any issues involving this Agreement that are preempted by Federal law. To that end, no financial obligation or covenant to indemnify contained herein shall create a debt or multi-year fiscal obligation or an obligation of future appropriations by the Town of Minturn, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget (or similar applicable funding device) which contains an allocation of sufficient funds for the performance of fiscal obligations (other than in connection with a covenant to indemnify) arising under this Agreement.

E. Notwithstanding anything to the contrary contained in this Agreement, Railroad agrees and understands that Political Body is relying on and does not relinquish or waive, by any provision of this Agreement, any applicable limitations of liability provided to Political Body by the Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

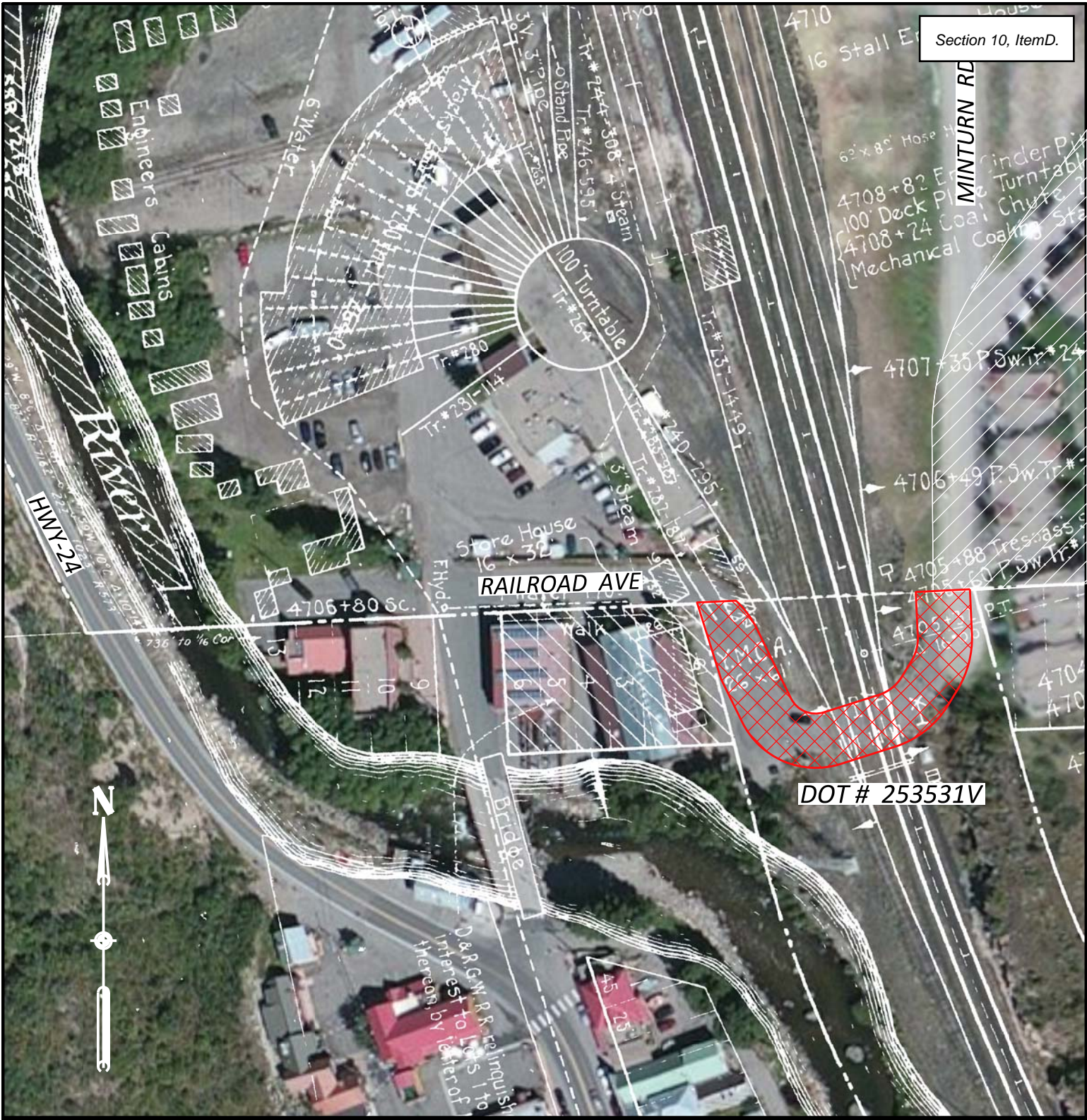
**TOWN OF MINTURN**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**EXHIBIT A**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**



Section 10, Item D.



**LEGEND:**

CROSSING AREA ..... 

UPRRCO. R/W OUTLINED ..... - - - - -

CROSSING AREA = 13,200 SQ. FT. +/-

CADD FILENAME	0318510
SCAN FILENAME	X

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

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

MINTURN, EAGLE COUNTY, COLORADO

M.P. 301.66 - TENNESSEE PASS SUB.

MAP DRGW V-7A / S-24A

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 8-21-2023

PJB FILE: 0318510

**EXHIBIT A-1**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**



# EXHIBIT A-1

Section 10, Item D.

## PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### DESCRIPTION

#### PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED IN A PART OF BOTH THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2.5" ALUMINUM CAP ON NO.6 REBAR STAMPED LS 37924 AT THE LOCATION OF THE MONUMENT PREVIOUSLY DESCRIBED AS THE "RAIL MONUMENT" FROM WHICH THE C-W 1/16TH CORNER OF SAID SECTION 26 BEARS S87°49'11"E 85.40 FEET; THENCE S89°45'25"W (WITH ALL BEARINGS CONTAIN HEREIN BEING BASED ) UPON THE MONUMENTED LINE BETWEEN SAID RAIL MONUMENT AND THE MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 2.5" USGLO BRASS CAP ON 1" IRON PIPE STAMPED PROPERLY, 1942, 127.25 FEET TO THE TRUE POINT OF BEGINNING BEING A POINT ON TAYLOR AVENUE ACCORDING TO THE MINTURN TOWNE HOMES - PHASE 3 FINAL PLAT RECORDED AS RECEPTION NO. 200633401 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE DEPARTING SAID MONUMENTED LINE AND UPON THE EASTERN LINE OF SAID TAYLOR AVENUE S00°00'31"E 3.08 FEET; THENCE UPON THE SOUTH LINE OF SAID MINTURN TOWNE HOMES N89°52'59"E 3.80 FEET; THENCE DEPARTING SAID SOUTH LINE S00°09'58"W 44.45 FEET; THENCE 41.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN INTERIOR ANGLE OF 34°02'33" AND A CHORD WHICH BEARS S17°11'14"W 40.98 FEET; THENCE S34°12'31"W 3.20 FEET; THENCE 54.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.84 FEET, AN INTERIOR ANGLE OF 40°54'22" AND A CHORD WHICH BEARS S54°39'42"W 53.00 FEET; THENCE S75°06'53"W 45.08 FEET; THENCE 88.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.04 FEET, AND INTERIOR ANGLE OF 79°06'25" AND A CHORD WHICH BEARS N65°19'59"W 81.56 FEET TO THE EASTERN BOUNDARY OF LANDS DESCRIBED IN INSTRUMENT RECORDED AS RECEPTION NO. 202023567, IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER BEING A POINT 100 FEET PERPENDICULAR WESTERLY FROM THE CENTERLINE OF THE DENVER AND RIO GRANDE RAILROAD COMPANY'S ORIGINAL MAIN TRACK; THENCE UPON A LINE PARALLEL TO SAID CENTERLINE AND UPON THE WESTERN RAILROAD RIGHT OF WAY N14°48'29"W 100.00 FEET TO A POINT ON SAID MONUMENTED LINE; THENCE UPON SAID MONUMENTED LINE N89°45'25"E 27.83 FEET; THENCE DEPARTING SAID MONUMENTED LINE 27.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.80 FEET, AN INTERIOR ANGLE OF 22°10'11" AND A CHORD WHICH BEARS S34°26'58"E 27.61 FEET; THENCE S23°21'52"E 58.16 FEET; THENCE 25.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 18.20 FEET, AN INTERIOR ANGLE OF 81°31'15" AND A CHORD WHICH BEARS S64°07'30"E 23.77 FEET; THENCE N75°06'53"E 45.08 FEET; THENCE 21.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INTERIOR ANGLE OF 40°54'22" AND A CHORD WHICH BEARS N54°39'42"E 20.97 FEET; THENCE N34°12'31"E 11.84 FEET; THENCE 17.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INTERIOR ANGLE OF 34°02'33" AND A CHORD WHICH BEARS N17°11'14"E 17.56 FEET; THENCE N00°09'58"E 36.82 FEET TO A POINT ON SAID MONUMENTED LINE; THENCE UPON SAID MONUMENTED LINE N89°45'25"E 36.19 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 13,200 SQUARE FEET, MORE OR LESS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

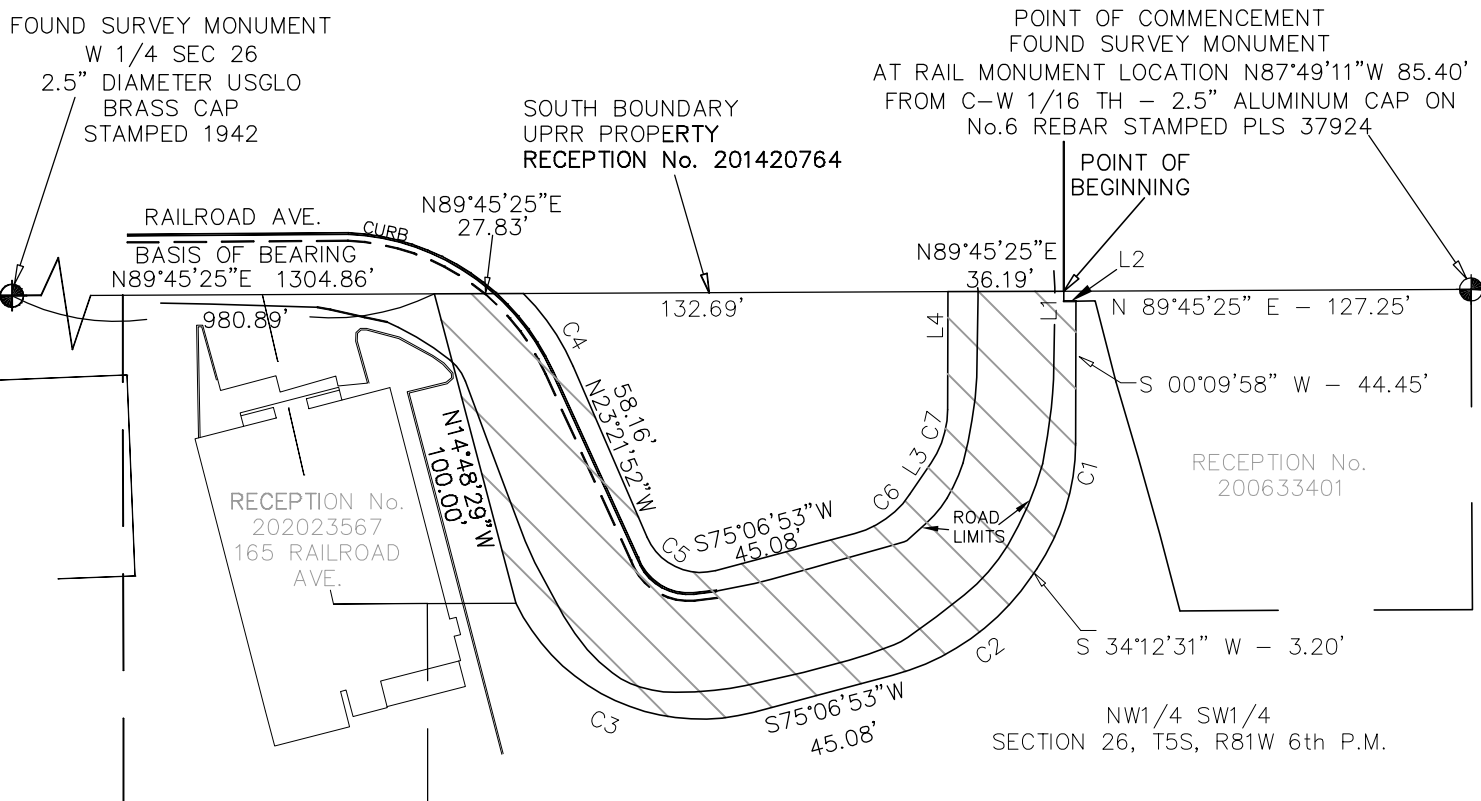
<b>EXHIBIT A-1</b>		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 1 OF 2	DATE: 08-18-2023	

# EXHIBIT A-1

Section 10, Item D.

## PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### Sheet 2



**CURVE TABLE**

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	41.59	70.00	34°02'33"	S17°11'14"W	40.98
C2	54.15	75.84	40°54'22"	S54°39'42"W	53.00
C3	88.41	64.04	79°06'25"	N65°19'59"W	81.56
C4	27.78	71.80	22°10'11"	S34°26'58"E	27.61
C5	25.90	18.20	81°31'15"	S64°07'30"E	23.77
C6	21.42	30.00	40°54'22"	N54°39'42"E	20.97
C7	17.82	30.00	34°02'33"	N17°11'14"E	17.56

**LINE TABLE**

	BEARING	LENGTH
L1	S00°00'31"E	3.08
L2	N89°52'59"E	3.80
L3	N34°12'31"E	11.84
L4	N00°09'58"E	36.82



1 inch = 60 feet



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

EXHIBIT A-1		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	



**EXHIBIT B**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipelines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

**E. INTENTIONALLY OMITTED**

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

**SECTION 2. INTENTIONALLY OMITTED**

**SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

**SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

**SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, repaired or replaced, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

**SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

**SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

**SECTION 8. SAFETY MEASURES; PROTECTION  
OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or

safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,

regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Crossing Area shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. The Political Body will give due consideration to suggestions and recommendations made by Railroad for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be directly plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the

"vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for

relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

**SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

**SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

**SECTION 11. INTENTIONALLY OMITTED**

**SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

**SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding



between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**  
**TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**FORM OF EASEMENT DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3185-10

**EASEMENT DEED**

THIS EASEMENT DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement"), for the sole purposes of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing over Railroad Avenue, on, along and across DOT No. 253531V at Railroad's Milepost 301.66 on Railroad's Tennessee Pass Subdivision (the "Roadway"), including any sidewalks adjacent or related thereto, located at or near Minturn, Eagle County, Colorado, as described and depicted in **Exhibit A**, attached and by reference made a part hereof (the "Easement Area").

The Easement is granted for the purposes described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the

Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement dated \_\_\_\_\_, 2023, as signed by Grantor and Grantee, and is also subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for public highway purposes continuing at any time for a period of eighteen (18) months will be deemed an abandonment of the Easement Area or portion thereof not used.

**(Signature Pages to Follow)**





**EXHIBIT A**  
**TO FORM OF EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA  
(TO BE ATTACHED)**

**EXHIBIT 5**

**FORM OF PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT  
FOR THE EAGLE COUNTY ROAD 13 CROSSING  
(TO BE ATTACHED)**



UP Real Estate Folder No.: 3286-25  
Audit Number \_\_\_\_\_

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

EAGLE COUNTY ROAD 14  
DOT NUMBER 253532C  
MILE POST 302.93, TENNESSEE PASS SUBDIVISION  
EAGLE COUNTY, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, Attn: Real Estate Department ("Railroad"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Political Body").

**RECITALS:**

Railroad and Political Body desire to document the Political Body's use of an existing at-grade public crossing wherein vehicular traffic on Eagle County Road 14 traverse on, along and across Railroad's property at Railroad's Mile Post 302.93, DOT Number 253532C, on Railroad's Tennessee Pass Subdivision at or near Minturn, Eagle County, Colorado (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and described in the legal description marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the public crossing located within the Crossing Area on Railroad's property is the "Roadway".

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B** are attached hereto and hereby made a part hereof.

**Section 2. GRANT OF EASEMENT**

Upon completion of the execution of this Agreement, the Railroad shall execute and deliver to the Political Body a nonexclusive easement in the form Easement Deed marked **Exhibit C**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibit A** and **Exhibit A-1**, for the sole purposes of constructing,

using, maintaining, repairing, renewing and reconstructing the Roadway and sidewalks located within the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area, including maintenance and repair work, the Political Body shall require the Contractor to:

- Execute the Railroad's then current Contractor's Right of Entry Agreement;
- Obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- Provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. If the Political Body's own employees will be performing any maintenance or repair work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

If Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public and, in connection with such threat, Railroad performs any work, or as may otherwise be requested by Political Body to perform any work, Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with such work, including, but not limited to, all actual costs of engineering review, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

**Section 6. CONDITIONS TO BE MET BEFORE POLITICAL BODY AND/OR CONTRACTOR CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad and Colorado Public Utilities Commission ("CPUC") has provided to Political Body the Railroad's and CPUC's written approval of the Political Body's plans and specifications for any work to be performed within the Crossing Area.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad representative named in the Contractor's Right of Entry Agreement.

**Section 7. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to supplement this Agreement, or enter into a separate agreement, with terms and conditions covering the Non Railroad Facilities.

**Section 8. EFFECTIVE DATE; TERM; TERMINATION**

This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property, subject to the abandonment provisions contained in the Easement.

**Section 9. FUTURE PROJECTS**

Projects within the Crossing Area involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 10. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 11. SPECIAL PROVISION**

A. If the Railroad, in its sole and absolute discretion, reactivates the track at the location of the Crossing Area, Political Body shall cooperate with Railroad to evaluate and implement any improvements necessitated by such reactivation, including without limitation, changes in grade and warning devices, and will enter into separate agreements with Railroad as may be required by Railroad for the construction, cost allocations and continued use of the Roadway.

B. In the event the Political Body fails to perform its obligations set forth in this Agreement and the Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public, Railroad, without any liability to Political Body, and at the expense of the Political Body, may take any and all action it deems reasonably necessary to remediate the threat, protect the road crossing, restore Railroad's operations and to insure the safety of Railroad's personnel, trains, property, facilities and/or operations.

C. Political Body's covenants to indemnify under the terms of this Agreement (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act ("Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in CRS Section 24-10-114, as those may be amended, (c) shall only be effective if the City's obligation to indemnify or pay costs is insured by the Colorado

Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the Political Body's liability carrier.

D. This Agreement is expressly made subject to the limitations of the Colorado Constitution, except for any issues involving this Agreement that are preempted by Federal law. To that end, no financial obligation or covenant to indemnify contained herein shall create a debt or multi-year fiscal obligation or an obligation of future appropriations by the Town of Minturn, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget (or similar applicable funding device) which contains an allocation of sufficient funds for the performance of fiscal obligations (other than in connection with a covenant to indemnify) arising under this Agreement.

E. Notwithstanding anything to the contrary contained in this Agreement, Railroad agrees and understands that Political Body is relying on and does not relinquish or waive, by any provision of this Agreement, any applicable limitations of liability provided to Political Body by the Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF MINTURN**


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**





**LEGEND:**

CROSSING AREA ..... 

UPRR CO. R/W OUTLINED ..... 

CROSSING AREA = 5,197 SQ. FT. +/-

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

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MINTURN, EAGLE COUNTY, COLORADO

M.P. 302.93 - TENNESSEE PASS SUB.

MAP DRGW V-7A / 24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 8-21-2023

PJB FILE: 0328625

CADD FILENAME 0328625

SCAN FILENAME X



**EXHIBIT A-1**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

# EXHIBIT A-1

Section 10, Item D.

## PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO

### PARCEL DESCRIPTION:

A PARCEL OF LAND, FIFTY FEET IN WIDTH, SITUATED IN A PART OF THE SW 1/4 NE 1/4 SECTION 22, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 22, FROM WHICH THE WEST 1/16TH CORNER SECTION 23 AND 26, T5S, R81W, OF THE 6TH P.M. BEARS, AND ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, S89°57'12"E; THENCE N34°49'55"W 3631.48 FEET TO A POINT ON THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N43°58'41"W 50.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY N44°55'46"E 41.10 FEET; THENCE 61.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, AN INTERIOR ANGLE OF 27°58'41" AND A CHORD WHICH BEARS N58°55'06"E 60.43 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY S43°58'41"E 62.20 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY 65.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN INTERIOR ANGLE OF 50°00'11" AND A CHORD WHICH BEARS S69°55'51"W 63.40 FEET; THENCE S44°55'46"W 42.05 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 5,197 SQUARE FEET, PLUS OR MINUS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

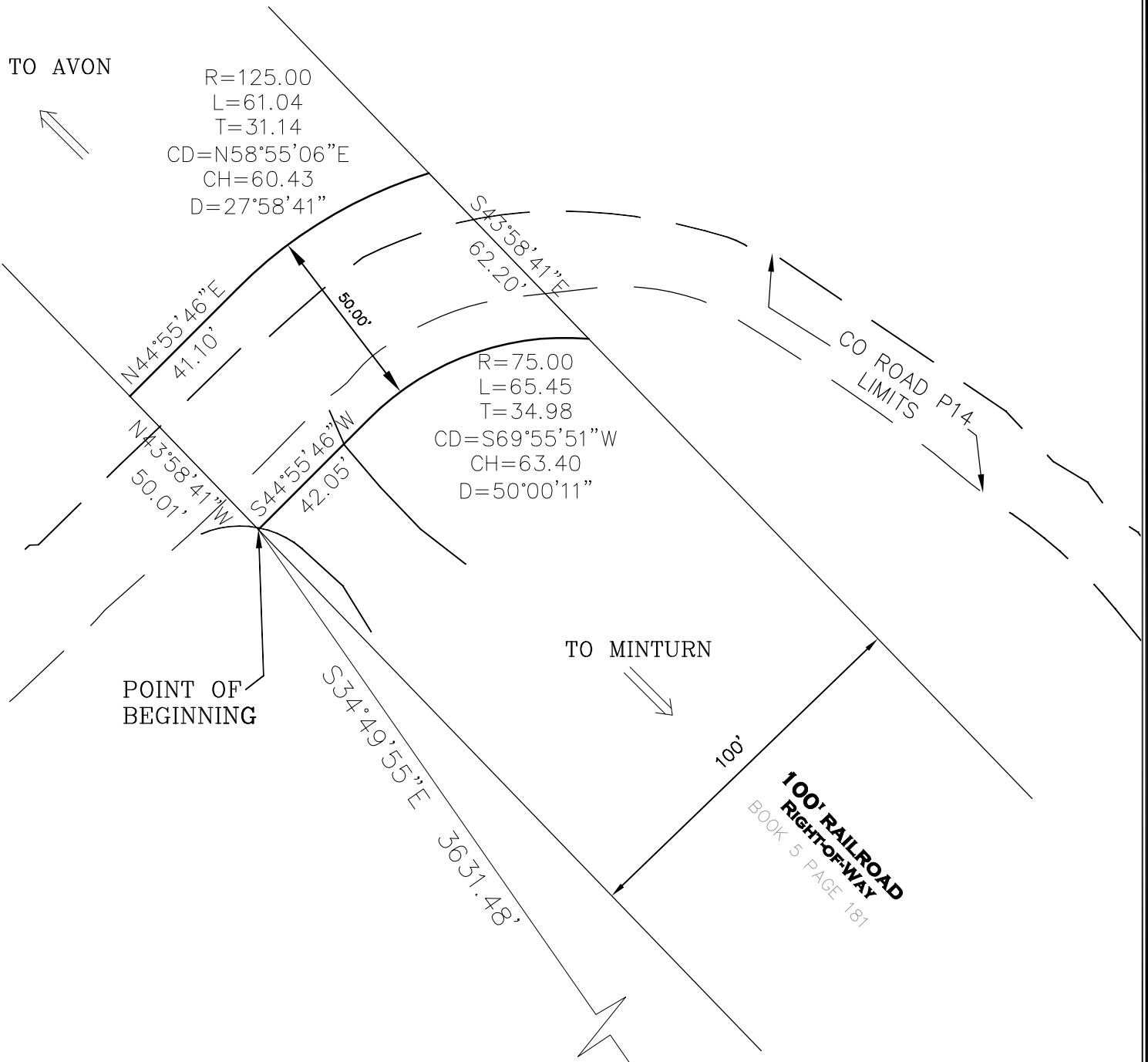
<b>EXHIBIT A-1</b>		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
<small>DRAWN BY:</small> MSS	<small>JOB NUMBER:</small> 22055	<small>DRAWING NAME:</small> 22055_Exhibit A Dowl.dwg
<small>SHEET</small> 1 <small>OF</small> 2		<small>DATE:</small> 08-18-2023

Revised Title 10-12-23 MSS

# EXHIBIT A-1

Section 10, Item D.

## PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO Sheet 2



POINT OF BEGINNING

TO MINTURN

**100' RAILROAD  
RIGHT-OF-WAY**  
BOOK 5 PAGE 181

FOUND SURVEY MONUMENT  
SE CORNER SEC 22  
T5S R81W 6TH PM  
2.5" USGLO BRASS CAP ON  
1" PIPE - STAMPED 1942  
(LOCATED BASE OF LEANING PIPE)

BASIS OF BEARINGS  
S89°57'12"E 1384.80'

FOUND SURVEY MONUMENT  
W 1/16TH SEC 26 / 23  
T5S R81W  
2.5" BRASS D.O.A. CAP IN STONE  
STAMPED LS 7235



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

EXHIBIT A-1		
PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A Dowd.dwg
SHEET 2 OF 2		DATE: 08-18-2023

**EXHIBIT B**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipelines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

**E. INTENTIONALLY OMITTED**

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

**SECTION 2. INTENTIONALLY OMITTED**

**SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

**SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

**SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, repaired or replaced, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

**SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

**SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

**SECTION 8. SAFETY MEASURES; PROTECTION  
OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or

safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,



regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Crossing Area shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. The Political Body will give due consideration to suggestions and recommendations made by Railroad for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be directly plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the

"vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for

relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

**SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

**SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

**SECTION 11. INTENTIONALLY OMITTED**

**SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

**SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding

between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**  
**TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**FORM OF EASEMENT DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3286-25

**EASEMENT DEED**

THIS EASEMENT DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement"), for the sole purposes of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing over Eagle County Road 14, on, along and across DOT No. 253532C at Railroad's Milepost 302.93 on Railroad's Tennessee Pass Subdivision (the "Roadway"), including any sidewalks adjacent or related thereto, located at or near Minturn, Eagle County, Colorado, as described and depicted in **Exhibit A**, attached and by reference made a part hereof (the "Easement Area").

The Easement is granted for the purposes described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the

Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement dated \_\_\_\_\_, 2023, as signed by Grantor and Grantee, and is also subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for public highway purposes continuing at any time for a period of eighteen (18) months will be deemed an abandonment of the Easement Area or portion thereof not used.

**(Signature Pages to Follow)**







**EXHIBIT A**  
**TO FORM OF EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA  
(TO BE ATTACHED)**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

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*(Space Above for Recorder's Use Only)*

3185-08

**EASEMENT DEED**  
**FOR MINTURN ROAD AND RAILROAD AVENUE**

This EASEMENT DEED FOR MINTURN ROAD AND RAILROAD AVENUE ("Easement Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**Grantor**"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado ("**Grantee**"), whose address is 301 Boulder St., #309, Minturn, Colorado 81645.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("**Easement**"), for the purpose of constructing, using, maintaining, repairing, renewing and reconstructing a public roadway, sidewalk, and utilities (collectively, "**Easement Improvements**") on, along, across and under certain property in Eagle County, State of Colorado, described and depicted in **Exhibits A-1, A-2, and A-3**, each of which are attached and by reference made a part hereof (collectively, the "**Easement Area**") for access to Grantee's adjacent property.

The Easement is granted for the purpose described above only; PROVIDED, HOWEVER, that Grantee is prohibited from using the Westerly twenty-five feet (25') of that certain portion of the Easement Area described and depicted in **Exhibit A-2** for sidewalk or pedestrian/bike trail purposes. The Easement is in gross and personal to Grantee, and may not be assigned, in whole or in part, without Grantor's prior written consent, which may be withheld in Grantor's sole discretion. Grantee may grant licenses and sub easements in the Easement Area for utilities. Prior to granting a license or sub easement, Grantee shall provide Grantor with information and a plan set showing the proposed location and configuration of the proposed license or sub easement agreement and allow Grantor fourteen (14) days to provide written comments. Any use of the Easement by Grantee or Grantee's licensees and sub easement holders shall be

coordinated with Grantor to ensure that such use will not harm or frustrate Grantor's then existing use(s) of the Easement Area.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement. Prior to installing any new use within the Easement Area or repairing or reconstructing an existing use, Grantor shall provide Grantee with information and a plan set showing the proposed location and configuration of the proposed use and allow Grantee fourteen (14) days to provide written comments. Any use of the Easement by Grantor or Grantor's licensees shall be coordinated with Grantee to ensure that such use will not harm or frustrate Grantee's use of the Easement, and that any damage to the Easement Improvements caused by the activities of Grantor or Grantor's licensees are repaired and replaced to as substantially similar of a condition that existed before any work was undertaken.

Any notices required or desired to be given under this Easement Deed shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Grantor: UNION PACIFIC RAILROAD COMPANY  
ATTN: Gregg A. Larsen, Senior Manager-Real Estate  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179  
Telephone: (402) 544-8552  
Email: [galarsen@up.com](mailto:galarsen@up.com)

Grantee: TOWN OF MINTURN  
ATTN: Michelle Metteer, Town Manager  
301 Boulder St, Suite # 309  
Minturn, Colorado 81645  
Telephone: (970) 827-5645, Extension No. 8  
Email: [manager@minturn.org](mailto:manager@minturn.org)

The Easement is granted subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from

Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

Grantee shall maintain and repair the Easement Improvements consistent with the requirements of Colorado law. Grantee shall also maintain and repair such Easement Improvements in such manner not to cause any interference with Grantor's tracks and appurtenances or rail operations, or the facilities or access rights of utility companies or other occupants of the Easement Area. If Grantee fails to perform its maintenance obligations and continues in default in the performance of any provision of this Easement Deed for a period of sixty (60) days after written notice from Grantor to Grantee specifying such default, Grantor may, at its sole discretion, initiate an action in the District Court of Eagle County to enforce this Easement Deed.

**To the extent it may lawfully do so and subject to the conditions and limitations imposed by the Taxpayer Bill of Rights in the Colorado Constitution, Grantee shall indemnify, defend, and hold harmless Grantor and its affiliates, its and their officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict, consequential or punitive damages), claims, demands, actions, causes of action, costs and expenses of whatsoever nature including, without limitation, court costs and attorneys' fees, arising from Grantee's performance of its obligations described herein, except to the extent caused by the negligence or intentional conduct of the Indemnitees. The term "affiliate" (or "affiliates" as the case may be) as used in this Easement Deed means any corporation which directly or indirectly controls, or is controlled by, or is under common control with Grantor. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY GRANTEE OF ANY OF THE IMMUNITIES AVAILABLE TO GRANTEE PURSUANT TO THE PROVISIONS OF THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. § 24-10-101 ET. SEQ.**

Nonuse of the Easement Area or any portion thereof, for a period of two (2) year will be deemed an abandonment of the Easement Area, whereupon Grantor will notify Grantee, its successors or assigns, in writing that the Easement will cease and terminate, and the title to the Easement Area will be freed from the burden of the Easement. Upon receipt of Grantor's written notice of intent to terminate based on abandonment by Grantee, its successors or assigns, Grantee will have thirty (30) days after its receipt of such termination notice to object in writing to the intent to terminate. If no objection is timely received, Grantee will be deemed to have abandoned any possessory rights. If an objection is timely received, the parties will mediate the dispute. If a resolution cannot be reached through mediation, either party may file a District Court action in Eagle County, Colorado for a factual determination of abandonment. Within one hundred eighty (180) days after termination or abandonment as contemplated by this Easement Deed, Grantee, at its sole expense, shall (a) peacefully and quietly vacate and surrender possession of the portions of the Easement Area no longer encumbered by the Easement, and (b) deliver to Grantor a fully executed and acknowledged release and quitclaim for such abandoned or terminated portions of the Easement Area in recordable form satisfactory to Grantor.

**(Signature Pages to Follow)**

Grantor and Grantee have caused this Easement Deed to be executed as of the date first herein written.

**Attest:** **UNION PACIFIC RAILROAD COMPANY,**  
**a Delaware corporation**

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate

**STATE OF NEBRASKA )**  
**) ss.**  
**COUNTY OF DOUGLAS )**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Chris D. Goble and \_\_\_\_\_, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)





# EXHIBIT A-1

Section 10, Item D.

## PART OF THE SW 1/4, SW 1/4, SECTION 23, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### PARCEL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LANDS DEFINED IN INSTRUMENT RECORDED IN BOOK 106 AT PAGE 331, IN THE OFFICE OF THE CLERK AND RECORDER, COUNTY OF EAGLE, STATE OF COLORADO, AS DEPICTED ON CONTRA LTD. ALTA/ACSM LAND TITLE SURVEY DATED APRIL 01, 1998, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHWEST CORNER OF SAID LANDS RECORDED IN BOOK 106 AT PAGE 331 AND ALSO BEING ON THE SOUTH SECTION LINE OF SAID SECTION 23 FROM WHICH THE CORNER OF SECTIONS 22, 23, 26 & 27, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS, WITH ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, N89°57'12"W 508.87 FEET; THENCE UPON SAID SOUTH SECTION LINE S89°57'12"E 55.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH SECTION LINE N19°06'00"W 674.25 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 106 AT PAGE 331; THENCE ALONG SAID EASTERLY BOUNDARY 633.72 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2110.10 FEET, AN INTERIOR ANGLE OF 17°12'27" AND A CHORD WHICH BEARS S23°36'25"E 631.35 FEET; THENCE S15°00'11"E 60.73 FEET TO A POINT ON SAID SOUTH SECTION LINE; THENCE ALONG SAID SOUTH SECTION LINE N89°57'12"W 47.92 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 28,136 SQUARE FEET, MORE OR LESS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

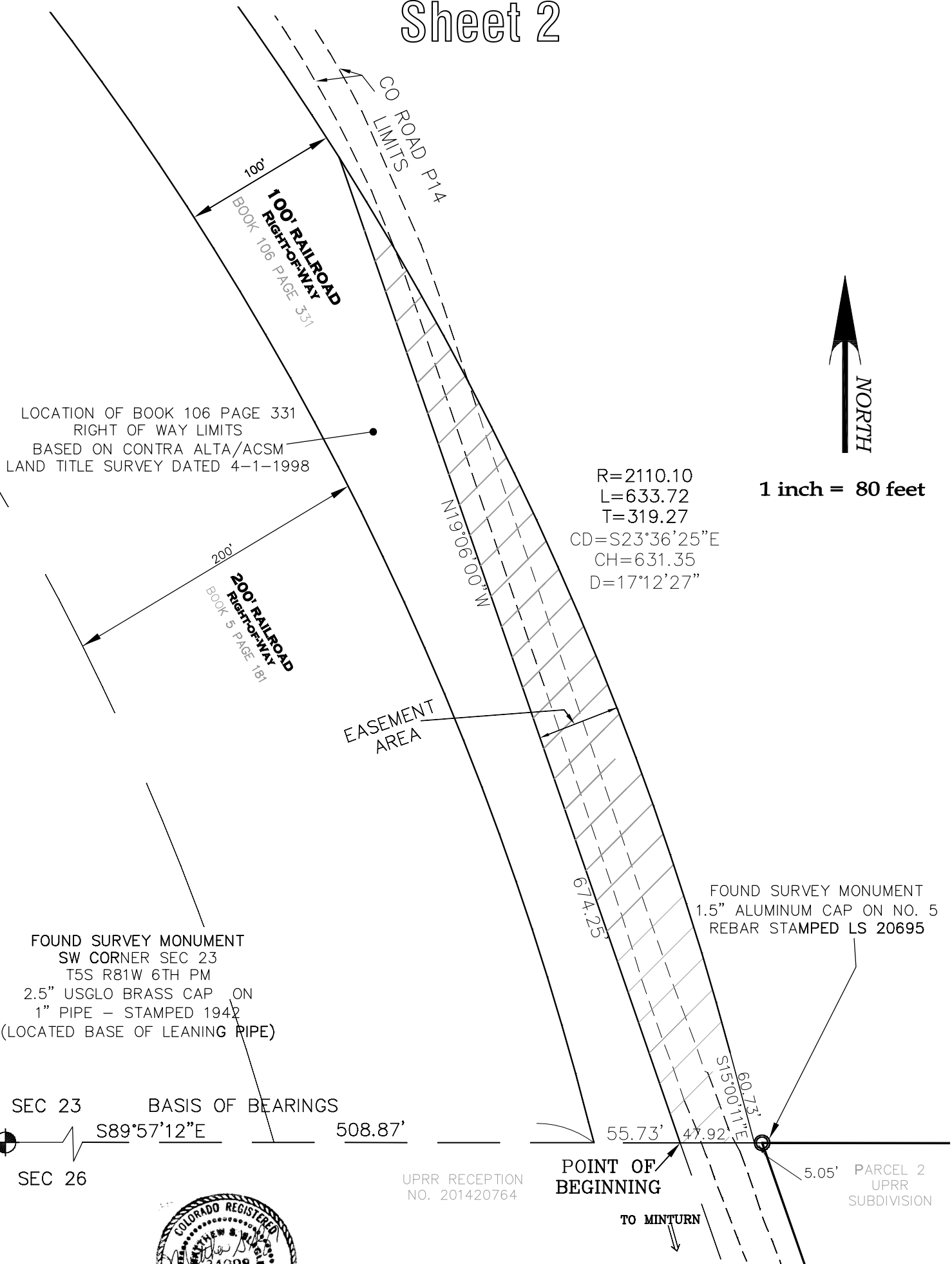
<b>EXHIBIT A-1</b>		
<b>PART OF THE SW 1/4, SW 1/4, SECTION 23, T5S, R81W, 6TH P.M. MINTURN, COLORADO</b>		
<small>DRAWN BY:</small> MSS	<small>JOB NUMBER:</small> 22055	<small>DRAWING NAME:</small> 22055_Exhibit A S curve.dwg
<small>SHEET</small> 1 <small>OF</small> 2		<small>DATE:</small> 08-18-2023

# EXHIBIT A-1

Section 10, Item D.

**PART OF THE SW 1/4, SW 1/4, SECTION 23,  
T5S, R81W, 6TH P.M. MINTURN, COLORADO**

## Sheet 2



1 inch = 80 feet

SEC 23 BASIS OF BEARINGS  
S89°57'12"E 508.87'

SEC 26

UPRR RECEPTION NO. 201420764



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

POINT OF BEGINNING  
TO MINTURN

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

**EXHIBIT A-1**  
**PART OF THE SW 1/4, SW 1/4, SECTION 23,  
T5S, R81W, 6TH P.M. MINTURN, COLORADO**

DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	

# EXHIBIT A-2

Section 10, Item D.

## PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO

**PARCEL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 26, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 26 BEARS, WITH ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, N89°57'12"W 617.57 FEET SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 2, UPRR SUBDIVISION; THENCE DEPARTING SAID SECTION LINE S19°14'54"E 346.49 FEET; THENCE 60.43 FEET UPON A CURVE TO THE RIGHT WITH A RADIUS OF 2813.69 FEET A CENTRAL ANGLE OF 01°13'50" AND A CHORD WHICH BEARS S18°37'58"E 60.43 FEET; THENCE S18°01'03"E 324.55 FEET; THENCE 143.34 FEET UPON A CURVE TO THE RIGHT HAVING A RADIUS OF 763.58 FEET A CENTRAL ANGLE OF 10°45'20" AND A CHORD WHICH BEARS S12°38'24"E 143.13 FEET; THENCE S07°15'43"E 164.66 FEET; THENCE 127.07 FEET UPON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.55 FEET A CENTRAL ANGLE OF 09°05'41" AND A CHORD WHICH BEARS S11°48'34"E 126.94 FEET; THENCE ON A NON-TANGENT LINE S14°53'24"E 239.29 FEET; THENCE S15°11'50"E 538.46 FEET; THENCE 252.18 FEET UPON A CURVE TO THE RIGHT HAVING A RADIUS OF 2013.41 FEET A CENTRAL ANGLE OF 07°10'35" AND A CHORD WHICH BEARS S11°36'33"E 252.02 FEET; THENCE S08°01'15"E 215.43 FEET; THENCE 211.61 FEET UPON A CURVE TO THE RIGHT WITH A RADIUS OF 2208.58 FEET A CENTRAL ANGLE OF 05°29'23" AND A CHORD WHICH BEARS S05°16'34"E 211.53 FEET TO A POINT OF THE WESTERN LINE OF TAYLOR AVENUE ACCORDING TO THE INSTRUMENT RECORDED AS RECEPTION NO. 144697 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE, COLORADO; THENCE UPON SAID WESTERN LINE OF TAYLOR AVENUE THE FOLLOWING (3) THREE COURSES: 1) S36°42'11"W 56.49; 2) S53°17'49"E 7.56 FEET; 3) 84.91 FEET UPON A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 188.33 FEET A CENTRAL ANGLE OF 25°49'58" AND A CHORD WHICH BEARS S12°55'08"W 84.19 FEET; THENCE DEPARTING SAID WESTERN LINE N01°30'44"W 129.71 FEET; THENCE 206.82 FEET UPON A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2158.58 FEET WITH A CENTRAL ANGLE OF 05°29'23" AND A CHORD WHICH BEARS N05°16'34"W 206.74 FEET; THENCE N08°01'15"W 215.43 FEET; THENCE 245.92 FEET UPON A CURVE TO THE LEFT HAVING A RADIUS OF 1963.41 FEET A CENTRAL ANGLE OF 07°10'35" AND A CHORD WHICH BEARS N11°36'33"W 245.76 FEET; THENCE N15°11'50"W 538.59 FEET; THENCE N14°53'24"W 238.79 FEET; THENCE 134.36 FEET UPON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 850.55 FEET A CENTRAL ANGLE OF 09°03'03" AND A CHORD WHICH BEARS N11°47'15"W 134.22 FEET; THENCE N07°15'43"W 164.66 FEET; THENCE 133.95 FEET UPON A CURVE TO THE LEFT WITH A RADIUS OF 713.58 FEET A CENTRAL ANGLE OF 10°45'20" AND A CHORD WHICH BEARS N12°38'24"W 133.76 FEET; THENCE N18°01'03"W 324.55 FEET; THENCE 59.36 FEET UPON A CURVE TO THE LEFT HAVING A RADIUS OF 2763.69 FEET A CENTRAL ANGLE OF 01°13'50" AND A CHORD WHICH BEARS N18°37'58"W 59.36 FEET; THENCE N19°14'54"W 364.12 FEET TO SAID NORTH LINE OF SECTION 26; THENCE UPON SAID NORTH LINE S89°57'12"E 52.98 FEET TO THE POINT OF BEGINNING.  
CONTAINING 133,342 SQUARE FEET MORE OR LESS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

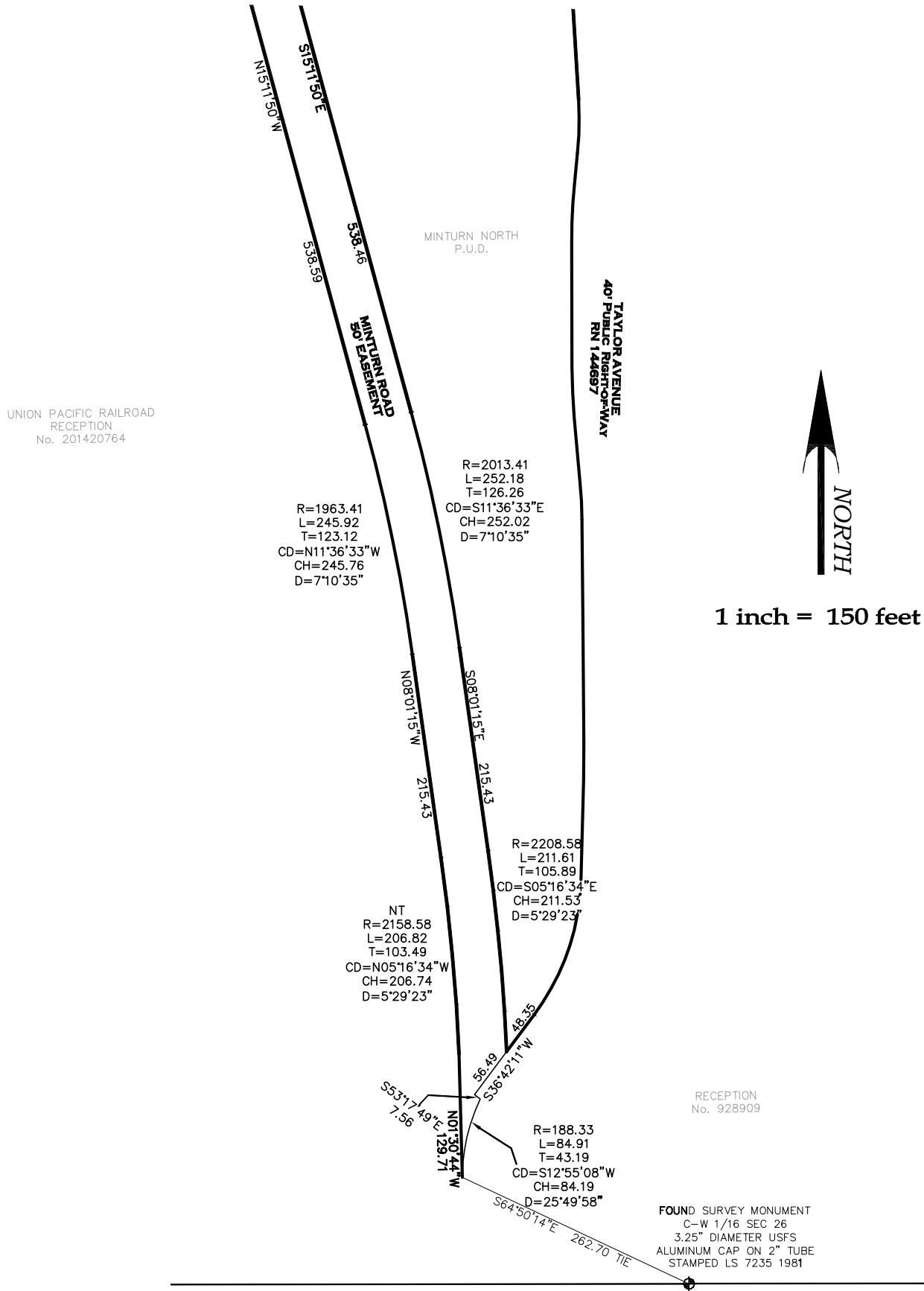
<b>EXHIBIT A-2</b>		
<b>PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO</b>		
<small>DRAWN BY:</small>	<small>JOB NUMBER:</small>	<small>DRAWING NAME:</small>
MSS	22055	22055_Exhibit Min Road.dwg
1	3	08-22-2023



# EXHIBIT A-2

Section 10, Item D.

## PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO



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EXHIBIT A-2		
PART OF THE W 1/2, NW 1/4, SECTION 26, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO		
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055_Exhibit Min Road.dwg
3	3	08-22-2023

# EXHIBIT A-3

Section 10, Item D.

## PART OF THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SW 1/4, NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2.5" ALUMINUM CAP ON NO.6 REBAR STAMPED LS 37924 AT THE LOCATION OF THE MONUMENT PREVIOUSLY DESCRIBED AS THE "RAIL MONUMENT" FROM WHICH THE C-W 1/ 16TH CORNER OF SAID SECTION 26 BEARS S87°49'11"E 85.40 FEET; THENCE S89°45'25"W (WITH ALL BEARINGS CONTAIN HEREIN BEING BASED ) UPON THE MONUMENTED LINE BETWEEN SAID RAIL MONUMENT AND THE MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 2.5" USGLO BRASS CAP ON 1" IRON PIPE STAMPED PROPERLY, 1942, 296.59 FEET TO THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE SUBJECT PARCEL DESCRIBED HEREIN; THENCE UPON SAID MONUMENTED LINE S89°45'25"W 232.38 FEET TO THE WESTERN RIGHT OF WAY OF MAIN STREET; THENCE DEPARTING SAID MONUMENTED LINE AND UPON SAID RIGHT OF WAY N00°06'32"W 24.15 FEET; THENCE N89°34'54"E 178.23 FEET; THENCE 60.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 78.88 FEET, AN INTERIOR ANGLE OF 44°16'52" AND A CHORD WHICH BEARS S65°41'57"E 59.46 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 5,255 SQUARE FEET, MORE OR LESS.



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<b>EXHIBIT A-3</b> PART OF THE NW 1/4, SW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055_Exhibit A S curve.dwg
SHEET 1 OF 2		DATE: 08-18-2023

# EXHIBIT A-3

Section 10, Item D.

**PART OF THE SW 1/4, NW 1/4, SECTION 26,  
T5S, R81W, 6TH P.M. MINTURN, COLORADO**

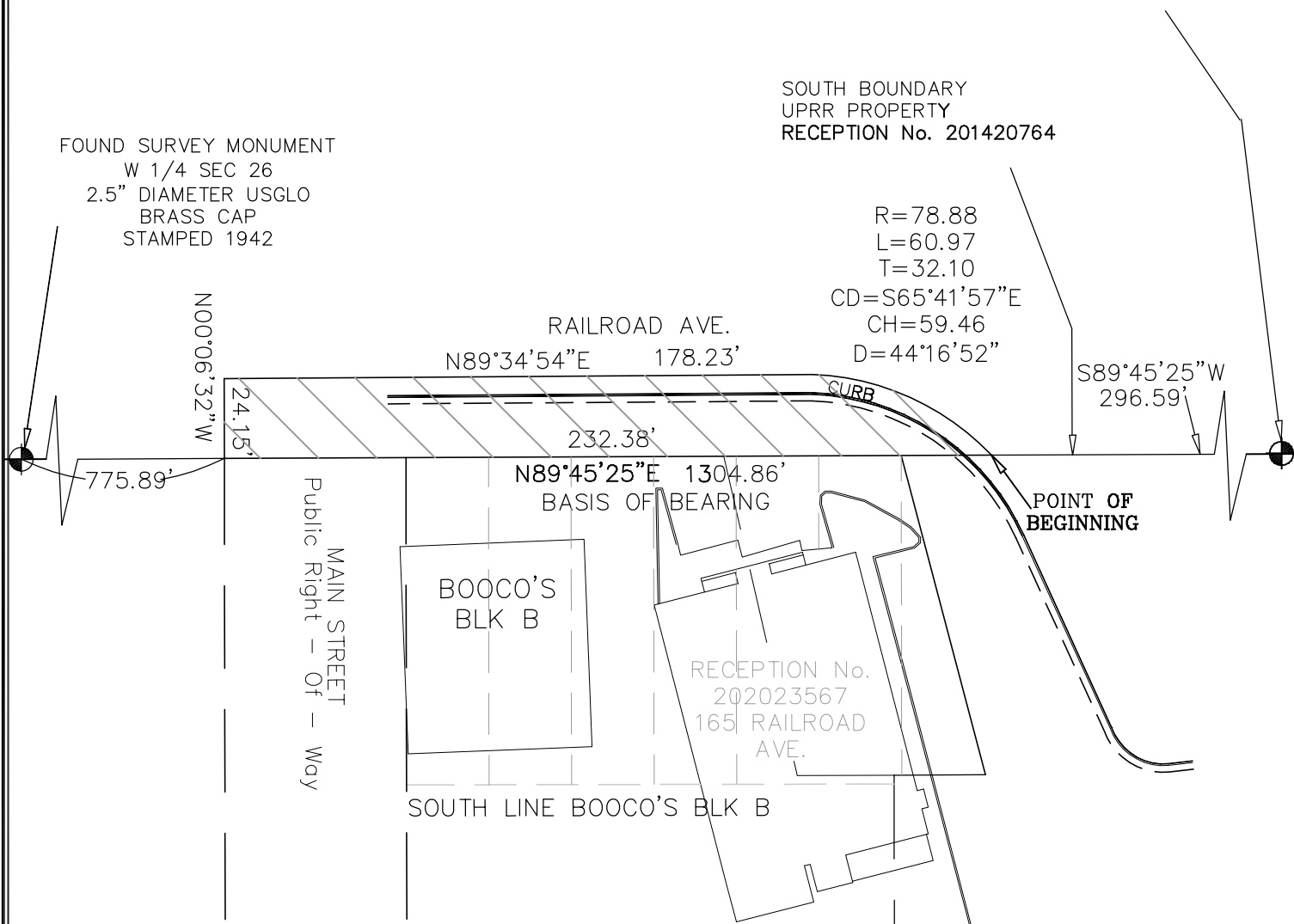
## Sheet 2

POINT OF COMMENCEMENT  
FOUND SURVEY MONUMENT  
AT RAIL MONUMENT LOCATION N87°49'11"W 85.40'  
FROM C-W 1/16 TH - 2.5" ALUMINUM CAP ON  
No.6 REBAR STAMPED PLS 37924

SOUTH BOUNDARY  
UPRR PROPERTY  
RECEPTION No. 201420764

FOUND SURVEY MONUMENT  
W 1/4 SEC 26  
2.5" DIAMETER USGLO  
BRASS CAP  
STAMPED 1942

R=78.88  
L=60.97  
T=32.10  
CD=S65°41'57"E  
CH=59.46  
D=44°16'52"



1 inch = 50 feet



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EXHIBIT A-3		
PART OF THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	



UP Real Estate Folder No.: 3185-10  
 Audit Number \_\_\_\_\_

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

RAILROAD AVENUE  
 DOT NUMBER 253531V  
 MILE POST 301.66, TENNESSEE PASS SUBDIVISION  
 MINTURN, EAGLE COUNTY, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, Attn: Real Estate Department ("Railroad"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Political Body").

**RECITALS:**

Railroad and Political Body desire to document the Political Body's use of an existing at-grade public crossing wherein vehicular traffic on Railroad Avenue traverse on, along and across Railroad's property at Railroad's Mile Post 301.66, DOT Number 253531V, on Railroad's Tennessee Pass Subdivision at or near Minturn, Eagle County, Colorado (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and described in the legal description marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the public crossing located within the Crossing Area on Railroad's property is the "Roadway".

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B** are attached hereto and hereby made a part hereof.

**Section 2. GRANT OF EASEMENT**

Upon completion of the execution of this Agreement, the Railroad shall execute and deliver to the Political Body a nonexclusive easement in the form Easement Deed marked **Exhibit C**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibit A** and **Exhibit A-1**, for the sole purposes of constructing,

using, maintaining, repairing, renewing and reconstructing the Roadway and sidewalks located within the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area, including maintenance and repair work, the Political Body shall require the Contractor to:

- Execute the Railroad's then current Contractor's Right of Entry Agreement;
- Obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- Provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. If the Political Body's own employees will be performing any maintenance or repair work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

If Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public and, in connection with such threat, Railroad performs any work, or as may otherwise be requested by Political Body to perform any work, Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with such work, including, but not limited to, all actual costs of engineering review, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

**Section 6. CONDITIONS TO BE MET BEFORE POLITICAL BODY AND/OR CONTRACTOR CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad and Colorado Public Utilities Commission ("CPUC") has provided to Political Body the Railroad's and CPUC's written approval of the Political Body's plans and specifications for any work to be performed within the Crossing Area.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad representative named in the Contractor's Right of Entry Agreement.

**Section 7. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to supplement this Agreement, or enter into a separate agreement, with terms and conditions covering the Non Railroad Facilities.

**Section 8. EFFECTIVE DATE; TERM; TERMINATION**

This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property, subject to the abandonment provisions contained in the Easement.

**Section 9. FUTURE PROJECTS**

Projects within the Crossing Area involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad, CPUC, and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 10. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 11. SPECIAL PROVISION**

A. If the Railroad, in its sole and absolute discretion, reactivates the track at the location of the Crossing Area, Political Body shall cooperate with Railroad to evaluate and implement any improvements necessitated by such reactivation, including without limitation, changes in grade and warning devices, and will enter into separate agreements with Railroad as may be required by Railroad for the construction, cost allocations and continued use of the Roadway.

B. In the event the Political Body fails to perform its obligations set forth in this Agreement and the Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public, Railroad, without any liability to Political Body, and at the expense of the Political Body, may take any and all action it deems reasonably necessary to remediate the threat, protect the road crossing, restore Railroad's operations and to insure the safety of Railroad's personnel, trains, property, facilities and/or operations.

C. Political Body's covenants to indemnify under the terms of this Agreement (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act ("Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in CRS Section 24-10-114, as those may be amended, (c) shall only be effective if the City's obligation to indemnify or pay costs is insured by the Colorado

Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the Political Body's liability carrier.

D. This Agreement is expressly made subject to the limitations of the Colorado Constitution, except for any issues involving this Agreement that are preempted by Federal law. To that end, no financial obligation or covenant to indemnify contained herein shall create a debt or multi-year fiscal obligation or an obligation of future appropriations by the Town of Minturn, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget (or similar applicable funding device) which contains an allocation of sufficient funds for the performance of fiscal obligations (other than in connection with a covenant to indemnify) arising under this Agreement.

E. Notwithstanding anything to the contrary contained in this Agreement, Railroad agrees and understands that Political Body is relying on and does not relinquish or waive, by any provision of this Agreement, any applicable limitations of liability provided to Political Body by the Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

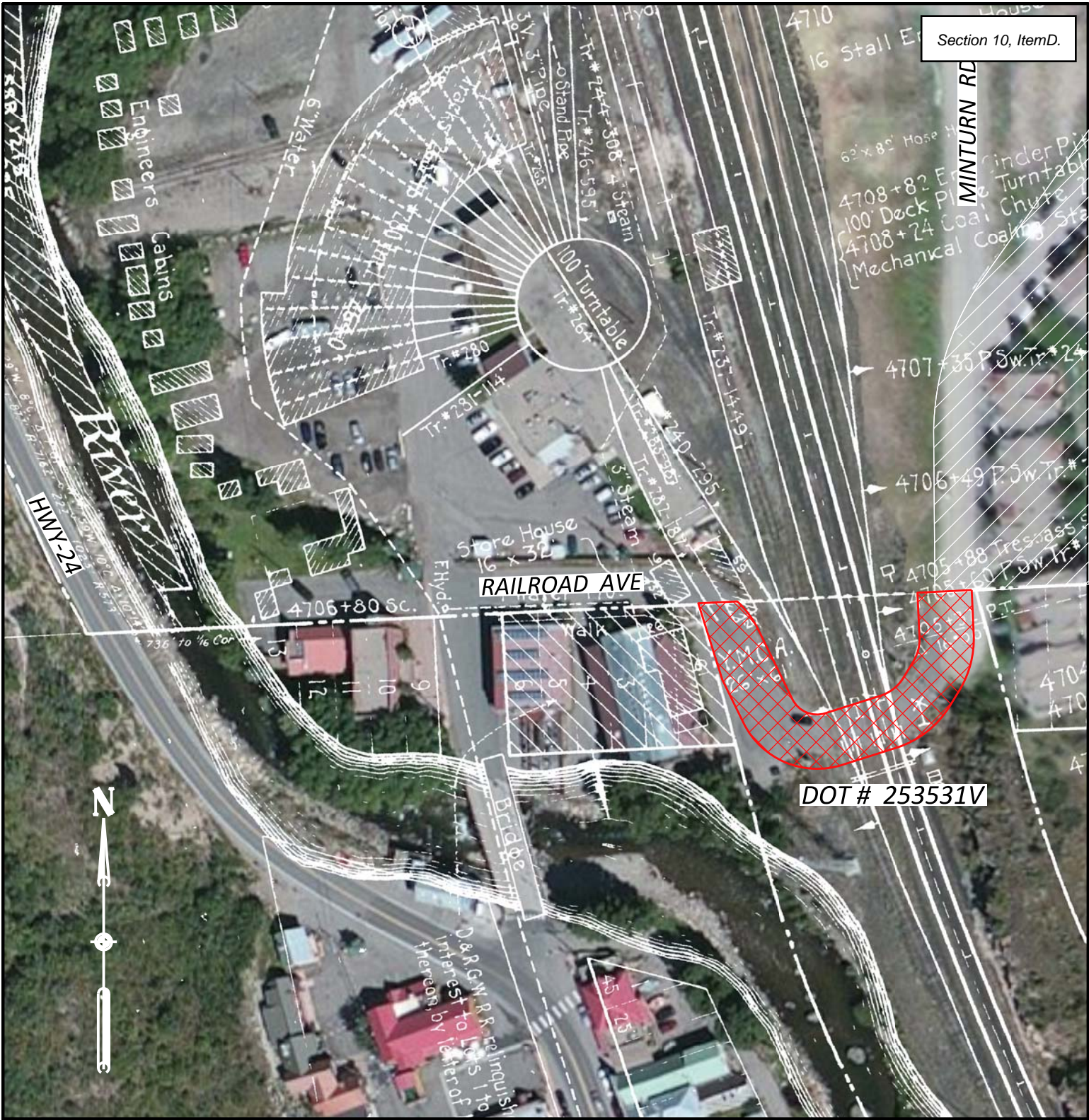
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF MINTURN**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**






**RAILROAD AVE**

**DOT # 253531V**

**LEGEND:**

CROSSING AREA ..... 

UPRRCO. R/W OUTLINED ..... 

CROSSING AREA = 13,200 SQ. FT. +/-

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

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

MINTURN, EAGLE COUNTY, COLORADO  
M.P. 301.66 - TENNESSEE PASS SUB.

MAP DRGW V-7A / S-24A

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 8-21-2023

PJB FILE: 0318510

CADD FILENAME 0318510

SCAN FILENAME X

**EXHIBIT A-1**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**



# EXHIBIT A-1

Section 10, Item D.

## PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### DESCRIPTION

#### PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED IN A PART OF BOTH THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2.5" ALUMINUM CAP ON NO.6 REBAR STAMPED LS 37924 AT THE LOCATION OF THE MONUMENT PREVIOUSLY DESCRIBED AS THE "RAIL MONUMENT" FROM WHICH THE C-W 1/16TH CORNER OF SAID SECTION 26 BEARS S87°49'11"E 85.40 FEET; THENCE S89°45'25"W (WITH ALL BEARINGS CONTAIN HEREIN BEING BASED ) UPON THE MONUMENTED LINE BETWEEN SAID RAIL MONUMENT AND THE MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 2.5" USGLO BRASS CAP ON 1" IRON PIPE STAMPED PROPERLY, 1942, 127.25 FEET TO THE TRUE POINT OF BEGINNING BEING A POINT ON TAYLOR AVENUE ACCORDING TO THE MINTURN TOWNE HOMES - PHASE 3 FINAL PLAT RECORDED AS RECEPTION NO. 200633401 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE DEPARTING SAID MONUMENTED LINE AND UPON THE EASTERN LINE OF SAID TAYLOR AVENUE S00°00'31"E 3.08 FEET; THENCE UPON THE SOUTH LINE OF SAID MINTURN TOWNE HOMES N89°52'59"E 3.80 FEET; THENCE DEPARTING SAID SOUTH LINE S00°09'58"W 44.45 FEET; THENCE 41.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN INTERIOR ANGLE OF 34°02'33" AND A CHORD WHICH BEARS S17°11'14"W 40.98 FEET; THENCE S34°12'31"W 3.20 FEET; THENCE 54.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.84 FEET, AN INTERIOR ANGLE OF 40°54'22" AND A CHORD WHICH BEARS S54°39'42"W 53.00 FEET; THENCE S75°06'53"W 45.08 FEET; THENCE 88.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.04 FEET, AND INTERIOR ANGLE OF 79°06'25" AND A CHORD WHICH BEARS N65°19'59"W 81.56 FEET TO THE EASTERN BOUNDARY OF LANDS DESCRIBED IN INSTRUMENT RECORDED AS RECEPTION NO. 202023567, IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER BEING A POINT 100 FEET PERPENDICULAR WESTERLY FROM THE CENTERLINE OF THE DENVER AND RIO GRANDE RAILROAD COMPANY'S ORIGINAL MAIN TRACK; THENCE UPON A LINE PARALLEL TO SAID CENTERLINE AND UPON THE WESTERN RAILROAD RIGHT OF WAY N14°48'29"W 100.00 FEET TO A POINT ON SAID MONUMENTED LINE; THENCE UPON SAID MONUMENTED LINE N89°45'25"E 27.83 FEET; THENCE DEPARTING SAID MONUMENTED LINE 27.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.80 FEET, AN INTERIOR ANGLE OF 22°10'11" AND A CHORD WHICH BEARS S34°26'58"E 27.61 FEET; THENCE S23°21'52"E 58.16 FEET; THENCE 25.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 18.20 FEET, AN INTERIOR ANGLE OF 81°31'15" AND A CHORD WHICH BEARS S64°07'30"E 23.77 FEET; THENCE N75°06'53"E 45.08 FEET; THENCE 21.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INTERIOR ANGLE OF 40°54'22" AND A CHORD WHICH BEARS N54°39'42"E 20.97 FEET; THENCE N34°12'31"E 11.84 FEET; THENCE 17.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INTERIOR ANGLE OF 34°02'33" AND A CHORD WHICH BEARS N17°11'14"E 17.56 FEET; THENCE N00°09'58"E 36.82 FEET TO A POINT ON SAID MONUMENTED LINE; THENCE UPON SAID MONUMENTED LINE N89°45'25"E 36.19 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 13,200 SQUARE FEET, MORE OR LESS.



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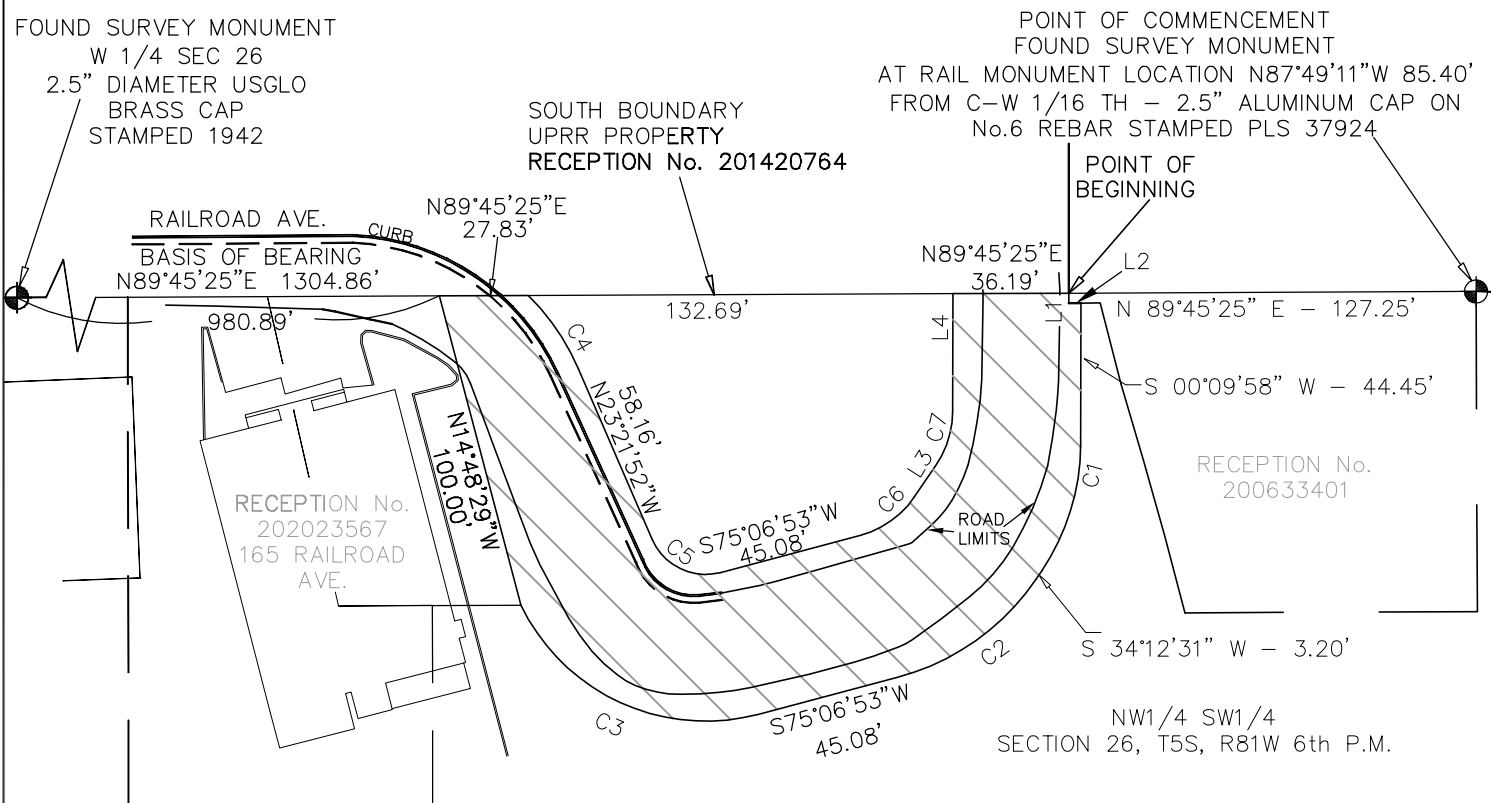
<b>EXHIBIT A-1</b>		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 1 OF 2	DATE: 08-18-2023	

# EXHIBIT A-1

Section 10, Item D.

## PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### Sheet 2



**CURVE TABLE**

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	41.59	70.00	34°02'33"	S17°11'14"W	40.98
C2	54.15	75.84	40°54'22"	S54°39'42"W	53.00
C3	88.41	64.04	79°06'25"	N65°19'59"W	81.56
C4	27.78	71.80	22°10'11"	S34°26'58"E	27.61
C5	25.90	18.20	81°31'15"	S64°07'30"E	23.77
C6	21.42	30.00	40°54'22"	N54°39'42"E	20.97
C7	17.82	30.00	34°02'33"	N17°11'14"E	17.56

**LINE TABLE**

	BEARING	LENGTH
L1	S00°00'31"E	3.08
L2	N89°52'59"E	3.80
L3	N34°12'31"E	11.84
L4	N00°09'58"E	36.82



1 inch = 60 feet



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EXHIBIT A-1		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	

**EXHIBIT B**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipelines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

**E. INTENTIONALLY OMITTED**

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

**SECTION 2. INTENTIONALLY OMITTED**

**SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

**SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

**SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, repaired or replaced, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

**SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

**SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

**SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or

safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,

regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Crossing Area shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. The Political Body will give due consideration to suggestions and recommendations made by Railroad for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be directly plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the



"vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for

relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

**SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

**SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

**SECTION 11. INTENTIONALLY OMITTED**

**SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

**SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding

between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**  
**TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**FORM OF EASEMENT DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3185-10

**EASEMENT DEED**

THIS EASEMENT DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement"), for the sole purposes of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing over Railroad Avenue, on, along and across DOT No. 253531V at Railroad's Milepost 301.66 on Railroad's Tennessee Pass Subdivision (the "Roadway"), including any sidewalks adjacent or related thereto, located at or near Minturn, Eagle County, Colorado, as described and depicted in **Exhibit A**, attached and by reference made a part hereof (the "Easement Area").

The Easement is granted for the purposes described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the

Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement dated \_\_\_\_\_, 2023, as signed by Grantor and Grantee, and is also subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for public highway purposes continuing at any time for a period of eighteen (18) months will be deemed an abandonment of the Easement Area or portion thereof not used.

**(Signature Pages to Follow)**





**EXHIBIT A**  
**TO FORM OF EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA  
(TO BE ATTACHED)**



**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3185-10

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THIS EASEMENT DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement"), for the sole purposes of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing over Railroad Avenue, on, along and across DOT No. 253531V at Railroad's Milepost 301.66 on Railroad's Tennessee Pass Subdivision (the "Roadway"), including any sidewalks adjacent or related thereto, located at or near Minturn, Eagle County, Colorado, as described and depicted in **Exhibit A**, attached and by reference made a part hereof (the "Easement Area").

The Easement is granted for the purposes described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement dated \_\_\_\_\_, 2023, as signed by Grantor and Grantee, and is also subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for public highway purposes continuing at any time for a period of eighteen (18) months will be deemed an abandonment of the Easement Area or portion thereof not used.

**(Signature Pages to Follow)**





# EXHIBIT A

Section 10, Item D.

## PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### DESCRIPTION

#### PARCEL DESCRIPTION:

A PARCEL OF LAND SITUATED IN A PART OF BOTH THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2.5" ALUMINUM CAP ON NO.6 REBAR STAMPED LS 37924 AT THE LOCATION OF THE MONUMENT PREVIOUSLY DESCRIBED AS THE "RAIL MONUMENT" FROM WHICH THE C-W 1/16TH CORNER OF SAID SECTION 26 BEARS S87°49'11"E 85.40 FEET; THENCE S89°45'25"W (WITH ALL BEARINGS CONTAIN HEREIN BEING BASED ) UPON THE MONUMENTED LINE BETWEEN SAID RAIL MONUMENT AND THE MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 26, BEING A FOUND 2.5" USGLO BRASS CAP ON 1" IRON PIPE STAMPED PROPERLY, 1942, 127.25 FEET TO THE TRUE POINT OF BEGINNING BEING A POINT ON TAYLOR AVENUE ACCORDING TO THE MINTURN TOWNE HOMES - PHASE 3 FINAL PLAT RECORDED AS RECEPTION NO. 200633401 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER; THENCE DEPARTING SAID MONUMENTED LINE AND UPON THE EASTERN LINE OF SAID TAYLOR AVENUE S00°00'31"E 3.08 FEET; THENCE UPON THE SOUTH LINE OF SAID MINTURN TOWNE HOMES N89°52'59"E 3.80 FEET; THENCE DEPARTING SAID SOUTH LINE S00°09'58"W 44.45 FEET; THENCE 41.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN INTERIOR ANGLE OF 34°02'33" AND A CHORD WHICH BEARS S17°11'14"W 40.98 FEET; THENCE S34°12'31"W 3.20 FEET; THENCE 54.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.84 FEET, AN INTERIOR ANGLE OF 40°54'22" AND A CHORD WHICH BEARS S54°39'42"W 53.00 FEET; THENCE S75°06'53"W 45.08 FEET; THENCE 88.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.04 FEET, AND INTERIOR ANGLE OF 79°06'25" AND A CHORD WHICH BEARS N65°19'59"W 81.56 FEET TO THE EASTERN BOUNDARY OF LANDS DESCRIBED IN INSTRUMENT RECORDED AS RECEPTION NO. 202023567, IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER BEING A POINT 100 FEET PERPENDICULAR WESTERLY FROM THE CENTERLINE OF THE DENVER AND RIO GRANDE RAILROAD COMPANY'S ORIGINAL MAIN TRACK; THENCE UPON A LINE PARALLEL TO SAID CENTERLINE AND UPON THE WESTERN RAILROAD RIGHT OF WAY N14°48'29"W 100.00 FEET TO A POINT ON SAID MONUMENTED LINE; THENCE UPON SAID MONUMENTED LINE N89°45'25"E 27.83 FEET; THENCE DEPARTING SAID MONUMENTED LINE 27.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.80 FEET, AN INTERIOR ANGLE OF 22°10'11" AND A CHORD WHICH BEARS S34°26'58"E 27.61 FEET; THENCE S23°21'52"E 58.16 FEET; THENCE 25.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 18.20 FEET, AN INTERIOR ANGLE OF 81°31'15" AND A CHORD WHICH BEARS S64°07'30"E 23.77 FEET; THENCE N75°06'53"E 45.08 FEET; THENCE 21.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INTERIOR ANGLE OF 40°54'22" AND A CHORD WHICH BEARS N54°39'42"E 20.97 FEET; THENCE N34°12'31"E 11.84 FEET; THENCE 17.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INTERIOR ANGLE OF 34°02'33" AND A CHORD WHICH BEARS N17°11'14"E 17.56 FEET; THENCE N00°09'58"E 36.82 FEET TO A POINT ON SAID MONUMENTED LINE; THENCE UPON SAID MONUMENTED LINE N89°45'25"E 36.19 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 13,200 SQUARE FEET, MORE OR LESS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

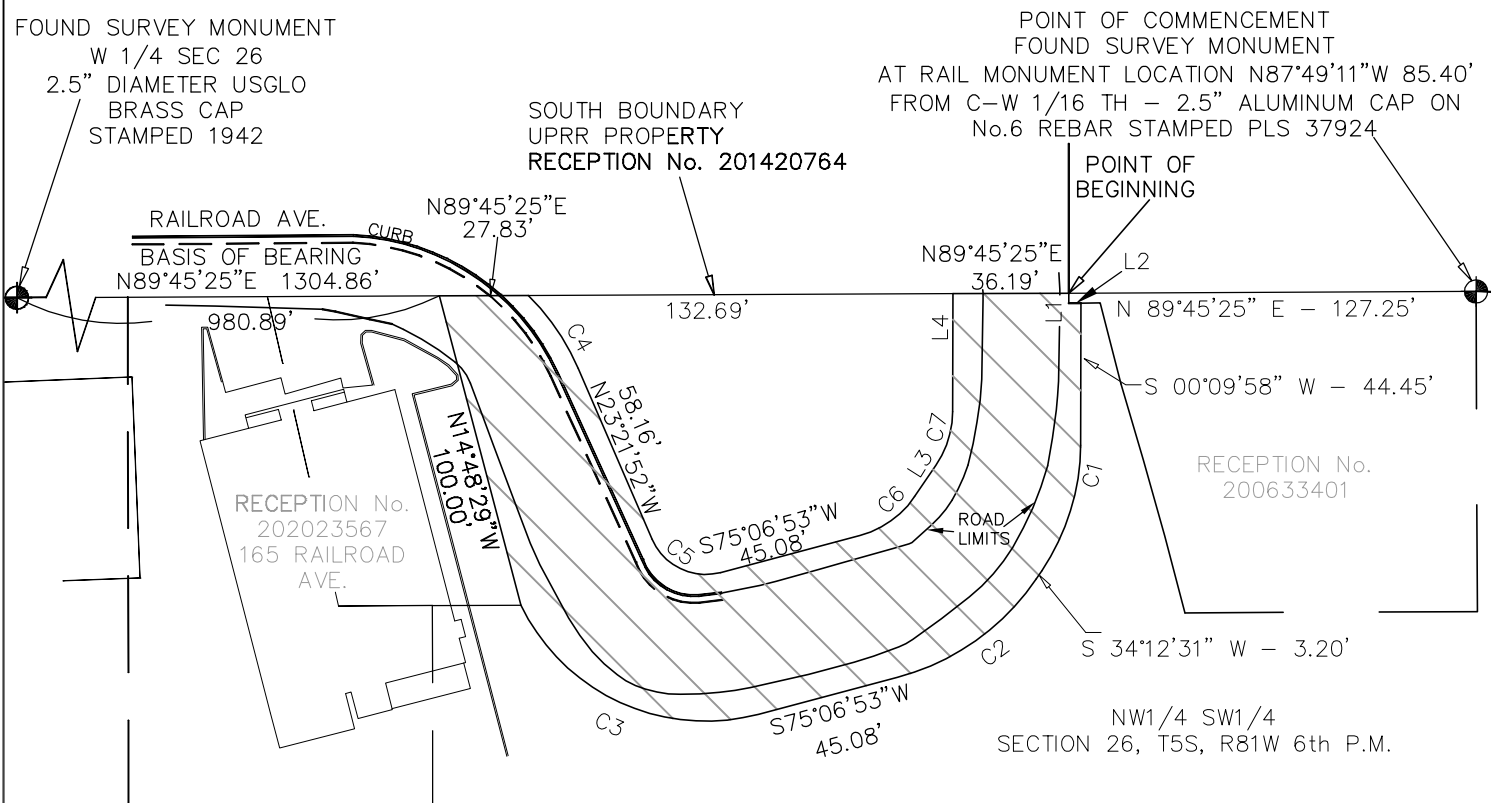
EXHIBIT A		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055_Exhibit A S curve.dwg
SHEET 1 OF 2		DATE: 08-18-2023

# EXHIBIT A

Section 10, Item D.

## PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO

### Sheet 2



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	41.59	70.00	34°02'33"	S17°11'14"W	40.98
C2	54.15	75.84	40°54'22"	S54°39'42"W	53.00
C3	88.41	64.04	79°06'25"	N65°19'59"W	81.56
C4	27.78	71.80	22°10'11"	S34°26'58"E	27.61
C5	25.90	18.20	81°31'15"	S64°07'30"E	23.77
C6	21.42	30.00	40°54'22"	N54°39'42"E	20.97
C7	17.82	30.00	34°02'33"	N17°11'14"E	17.56

LINE TABLE		
	BEARING	LENGTH
L1	S00°00'31"E	3.08
L2	N89°52'59"E	3.80
L3	N34°12'31"E	11.84
L4	N00°09'58"E	36.82



1 inch = 60 feet



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

EXHIBIT A		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A S curve.dwg
SHEET 2 OF 2	DATE: 08-18-2023	

UP Real Estate Folder No.: 3286-25  
Audit Number \_\_\_\_\_

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

EAGLE COUNTY ROAD 14  
DOT NUMBER 253532C  
MILE POST 302.93, TENNESSEE PASS SUBDIVISION  
EAGLE COUNTY, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, Attn: Real Estate Department ("Railroad"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Political Body").

**RECITALS:**

Railroad and Political Body desire to document the Political Body's use of an existing at-grade public crossing wherein vehicular traffic on Eagle County Road 14 traverse on, along and across Railroad's property at Railroad's Mile Post 302.93, DOT Number 253532C, on Railroad's Tennessee Pass Subdivision at or near Minturn, Eagle County, Colorado (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and described in the legal description marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the public crossing located within the Crossing Area on Railroad's property is the "Roadway".

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B** are attached hereto and hereby made a part hereof.

**Section 2. GRANT OF EASEMENT**

Upon completion of the execution of this Agreement, the Railroad shall execute and deliver to the Political Body a nonexclusive easement in the form Easement Deed marked **Exhibit C**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibit A** and **Exhibit A-1**, for the sole purposes of constructing,

using, maintaining, repairing, renewing and reconstructing the Roadway and sidewalks located within the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area, including maintenance and repair work, the Political Body shall require the Contractor to:

- Execute the Railroad's then current Contractor's Right of Entry Agreement;
- Obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- Provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. If the Political Body's own employees will be performing any maintenance or repair work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

If Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public and, in connection with such threat, Railroad performs any work, or as may otherwise be requested by Political Body to perform any work, Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with such work, including, but not limited to, all actual costs of engineering review, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

**Section 6. CONDITIONS TO BE MET BEFORE POLITICAL BODY AND/OR CONTRACTOR CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:



- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad and Colorado Public Utilities Commission ("CPUC") has provided to Political Body the Railroad's and CPUC's written approval of the Political Body's plans and specifications for any work to be performed within the Crossing Area.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad representative named in the Contractor's Right of Entry Agreement.

**Section 7. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to supplement this Agreement, or enter into a separate agreement, with terms and conditions covering the Non Railroad Facilities.

**Section 8. EFFECTIVE DATE; TERM; TERMINATION**

This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property, subject to the abandonment provisions contained in the Easement.

**Section 9. FUTURE PROJECTS**

Projects within the Crossing Area involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 10. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 11. SPECIAL PROVISION**

A. If the Railroad, in its sole and absolute discretion, reactivates the track at the location of the Crossing Area, Political Body shall cooperate with Railroad to evaluate and implement any improvements necessitated by such reactivation, including without limitation, changes in grade and warning devices, and will enter into separate agreements with Railroad as may be required by Railroad for the construction, cost allocations and continued use of the Roadway.

B. In the event the Political Body fails to perform its obligations set forth in this Agreement and the Railroad, in its sole and absolute discretion, determines there is a threat to the continuity of Railroad's operations and/or the safety of the Railroad's personnel, trains, property, facilities, operations and/or the public, Railroad, without any liability to Political Body, and at the expense of the Political Body, may take any and all action it deems reasonably necessary to remediate the threat, protect the road crossing, restore Railroad's operations and to insure the safety of Railroad's personnel, trains, property, facilities and/or operations.

C. Political Body's covenants to indemnify under the terms of this Agreement (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act ("Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in CRS Section 24-10-114, as those may be amended, (c) shall only be effective if the City's obligation to indemnify or pay costs is insured by the Colorado

Intergovernmental Risk Sharing Agency ("CIRSA") or CIRSA's successor as the Political Body's liability carrier.

D. This Agreement is expressly made subject to the limitations of the Colorado Constitution, except for any issues involving this Agreement that are preempted by Federal law. To that end, no financial obligation or covenant to indemnify contained herein shall create a debt or multi-year fiscal obligation or an obligation of future appropriations by the Town of Minturn, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget (or similar applicable funding device) which contains an allocation of sufficient funds for the performance of fiscal obligations (other than in connection with a covenant to indemnify) arising under this Agreement.

E. Notwithstanding anything to the contrary contained in this Agreement, Railroad agrees and understands that Political Body is relying on and does not relinquish or waive, by any provision of this Agreement, any applicable limitations of liability provided to Political Body by the Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**TOWN OF MINTURN**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**



**LEGEND:**

CROSSING AREA ..... 

UPRRCO. R/W OUTLINED ..... 

CROSSING AREA = 5,197 SQ. FT. +/-

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

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MINTURN, EAGLE COUNTY, COLORADO

M.P. 302.93 - TENNESSEE PASS SUB.

MAP DRGW V-7A / 24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 8-21-2023

PJB FILE: 0328625

CADD FILENAME 0328625

SCAN FILENAME X

**EXHIBIT A-1**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

# EXHIBIT A-1

Section 10, Item D.

## PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO

**PARCEL DESCRIPTION:**

A PARCEL OF LAND, FIFTY FEET IN WIDTH, SITUATED IN A PART OF THE SW 1/4 NE 1/4 SECTION 22, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 22, FROM WHICH THE WEST 1/16TH CORNER SECTION 23 AND 26, T5S, R81W, OF THE 6TH P.M. BEARS, AND ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, S89°57'12"E; THENCE N34°49'55"W 3631.48 FEET TO A POINT ON THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N43°58'41"W 50.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY N44°55'46"E 41.10 FEET; THENCE 61.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, AN INTERIOR ANGLE OF 27°58'41" AND A CHORD WHICH BEARS N58°55'06"E 60.43 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY S43°58'41"E 62.20 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY 65.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN INTERIOR ANGLE OF 50°00'11" AND A CHORD WHICH BEARS S69°55'51"W 63.40 FEET; THENCE S44°55'46"W 42.05 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 5,197 SQUARE FEET, PLUS OR MINUS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

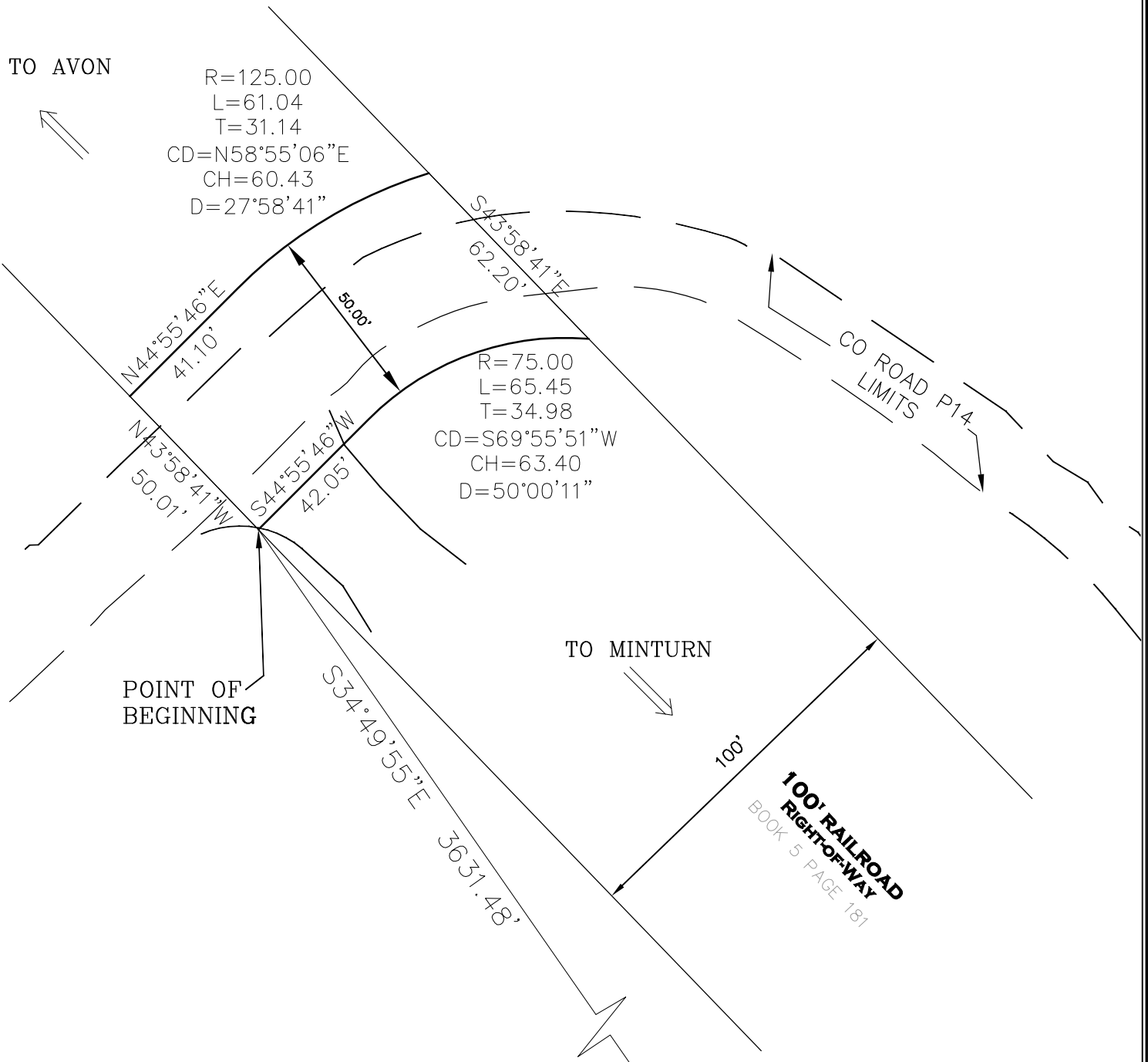
<b>EXHIBIT A-1</b>		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
<small>DRAWN BY:</small> MSS	<small>JOB NUMBER:</small> 22055	<small>DRAWING NAME:</small> 22055_Exhibit A Dowl.dwg
<small>SHEET</small> 1 <small>OF</small> 2		<small>DATE:</small> 08-18-2023



# EXHIBIT A-1

Section 10, Item D.

## PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO Sheet 2



POINT OF BEGINNING

TO MINTURN

**100' RAILROAD  
RIGHT-OF-WAY**  
BOOK 5 PAGE 181

FOUND SURVEY MONUMENT  
SE CORNER SEC 22  
T5S R81W 6TH PM  
2.5" USGLO BRASS CAP ON  
1" PIPE - STAMPED 1942  
(LOCATED BASE OF LEANING PIPE)

BASIS OF BEARINGS  
S89°57'12"E 1384.80'

FOUND SURVEY MONUMENT  
W 1/16TH SEC 26 / 23  
T5S R81W  
2.5" BRASS D.O.A. CAP IN STONE  
STAMPED LS 7235



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

EXHIBIT A-1		
PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A Dowd.dwg
SHEET 2 OF 2		DATE: 08-18-2023



**EXHIBIT B**  
**TO PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipelines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

**E. INTENTIONALLY OMITTED**

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

**SECTION 2. INTENTIONALLY OMITTED**

**SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

**SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

**SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, repaired or replaced, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

**SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

**SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

**SECTION 8. SAFETY MEASURES; PROTECTION  
OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or

safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,

regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Crossing Area shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. The Political Body will give due consideration to suggestions and recommendations made by Railroad for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be directly plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the

"vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for

relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

**SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

**SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

**SECTION 11. INTENTIONALLY OMITTED**

**SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

**SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding

between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.



**EXHIBIT C**  
**TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**FORM OF EASEMENT DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3286-25

**EASEMENT DEED**

THIS EASEMENT DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement"), for the sole purposes of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing over Eagle County Road 14, on, along and across DOT No. 253532C at Railroad's Milepost 302.93 on Railroad's Tennessee Pass Subdivision (the "Roadway"), including any sidewalks adjacent or related thereto, located at or near Minturn, Eagle County, Colorado, as described and depicted in **Exhibit A**, attached and by reference made a part hereof (the "Easement Area").

The Easement is granted for the purposes described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the

Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement dated \_\_\_\_\_, 2023, as signed by Grantor and Grantee, and is also subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for public highway purposes continuing at any time for a period of eighteen (18) months will be deemed an abandonment of the Easement Area or portion thereof not used.

**(Signature Pages to Follow)**





**EXHIBIT A**  
**TO FORM OF EASEMENT DEED**

**LEGAL DESCRIPTION OF EASEMENT AREA  
(TO BE ATTACHED)**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Town of Minturn  
Attn: Town Manager  
301 Boulder Street, #309  
Minturn, Colorado 81645

---

*(Space Above for Recorder's Use Only)*

3286-25

**EASEMENT DEED**

THIS EASEMENT DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and the **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 301 Boulder St., #309, Minturn, Colorado 81645 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement"), for the sole purposes of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing over Eagle County Road 14, on, along and across DOT No. 253532C at Railroad's Milepost 302.93 on Railroad's Tennessee Pass Subdivision (the "Roadway"), including any sidewalks adjacent or related thereto, located at or near Minturn, Eagle County, Colorado, as described and depicted in **Exhibit A**, attached and by reference made a part hereof (the "Easement Area").

The Easement is granted for the purposes described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct and to maintain at any and all times railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not unreasonably interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement dated \_\_\_\_\_, 2023, as signed by Grantor and Grantee, and is also subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for public highway purposes continuing at any time for a period of eighteen (18) months will be deemed an abandonment of the Easement Area or portion thereof not used.

**(Signature Pages to Follow)**







# EXHIBIT A

Section 10, Item D.

## PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO

### PARCEL DESCRIPTION:

A PARCEL OF LAND, FIFTY FEET IN WIDTH, SITUATED IN A PART OF THE SW 1/4 NE 1/4 SECTION 22, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 22, FROM WHICH THE WEST 1/16TH CORNER SECTION 23 AND 26, T5S, R81W, OF THE 6TH P.M. BEARS, AND ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, S89°57'12"E; THENCE N34°49'55"W 3631.48 FEET TO A POINT ON THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N43°58'41"W 50.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY N44°55'46"E 41.10 FEET; THENCE 61.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, AN INTERIOR ANGLE OF 27°58'41" AND A CHORD WHICH BEARS N58°55'06"E 60.43 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY S43°58'41"E 62.20 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY 65.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN INTERIOR ANGLE OF 50°00'11" AND A CHORD WHICH BEARS S69°55'51"W 63.40 FEET; THENCE S44°55'46"W 42.05 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 5,197 SQUARE FEET, PLUS OR MINUS.



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

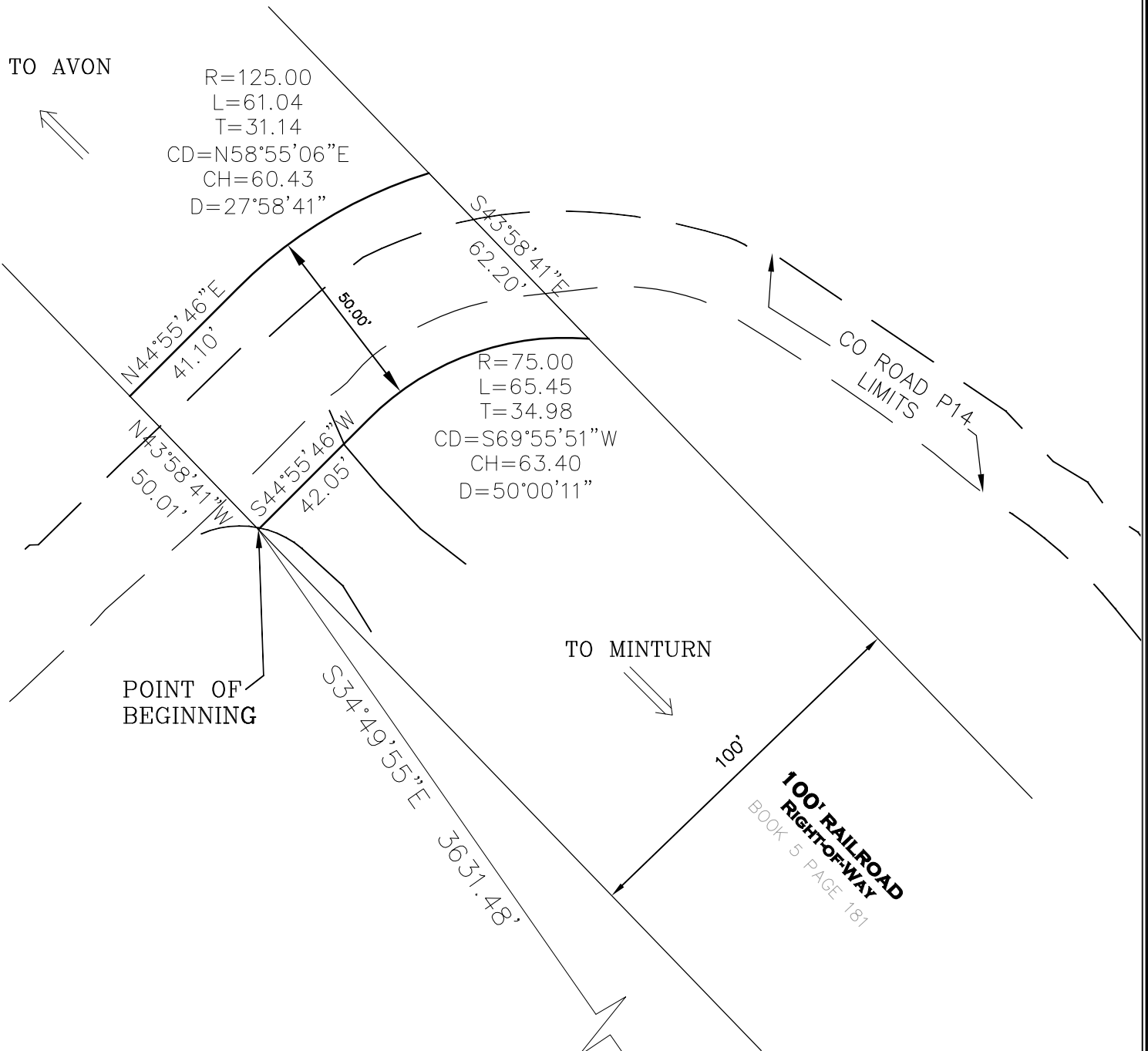
SLAGLE SURVEY SERVICES  
P.O. Box 751 Eagle, Colorado 81631  
970.471.1499 Office matthew@slaglesurvey.com  
www.SlagleSurvey.com

EXHIBIT A		
PART OF THE NW 1/4, SW 1/4 AND THE SW 1/4, NW 1/4 SECTION 26, T5S, R81W, 6TH P.M. MINTURN, COLORADO		
DRAWN BY:	JOB NUMBER:	DRAWING NAME:
MSS	22055	22055_Exhibit A Dowl.dwg
SHEET 1 of 2		DATE: 08-18-2023

# EXHIBIT A

Section 10, Item D.

## PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO Sheet 2



FOUND SURVEY MONUMENT  
SE CORNER SEC 22  
T5S R81W 6TH PM  
2.5" USGLO BRASS CAP ON  
1" PIPE - STAMPED 1942  
(LOCATED BASE OF LEANING PIPE)

BASIS OF BEARINGS  
S89°57'12"E 1384.80'

FOUND SURVEY MONUMENT  
W 1/16TH SEC 26 / 23  
T5S R81W  
2.5" BRASS D.O.A. CAP IN STONE  
STAMPED LS 7235



Matthew S. Slagle PLS 34998  
Professional Land Surveyor

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

EXHIBIT A		
PART OF THE SW 1/4, NE 1/4, SECTION 22, T5S, R81W, 6TH P.M. EAGLE COUNTY, COLORADO		
DRAWN BY: MSS	JOB NUMBER: 22055	DRAWING NAME: 22055_Exhibit A Dowd.dwg
SHEET 2 OF 2		DATE: 08-18-2023

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

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

---

*(Space Above for Recorder's Use Only)*

**RELEASE OF REVERSIONARY INTEREST**

This RELEASE OF REVERSIONARY INTEREST is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UPRR"), and **TOWN OF MINTURN**, a municipal corporation or political subdivision of the State of Colorado ("Town").

**RECITALS:**

WHEREAS, that certain Dedication dated July 23, 1976, and recorded on September 2, 1976 in Book 248, Page 452 of the Official Records of the County Recorder of Eagle County, Colorado ("1976 Dedication Instrument"), The Denver and Rio Grande Western Railroad Company, a Delaware corporation ("DRGWRC"), dedicated to the Town certain real property located in the County of Eagle, State of Colorado, legally described therein, for the purpose of a roadway and a right-of-way and easement for utility pipelines and appurtenances.

WHEREAS, the 1976 Dedication Instrument included the following condition in favor of DRGWRC, its successors and assigns:

"PROVIDED, however, that in the event that use of said land for the above-described purposes should ever be abandoned, or the roadway be vacated, then the title to that portion of the presently existing roadway which is situated in the West one-half of the Northwest one-quarter of Section 26, Township 5 South, Range 81 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, shall revert to and vest absolutely in said Grantor, its successors and assigns forever."

The above condition will hereinafter be referred to as the "Reversionary Interest".

WHEREAS, DRGWRC merged with and into Union Pacific Railroad Company, a Utah corporation, which merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

WHEREAS, the Town has requested that UPRR forever release and relinquish all of UPRR's right, title and interest in and to the Reversionary Interest described in the 1976 Dedication Instrument, and UPRR has agreed to forever release and relinquish all of UPRR's right, title and interest in and to said Reversionary Interest pursuant to the terms and conditions of this instrument.

**RELEASE:**

NOW, THEREFORE, UPRR, in consideration of the sum of One Dollar (\$1.00) to it paid by the Town, receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, hereby waives, releases and relinquishes to the Town, its successors and assigns, forever, the right of UPRR to have said Reversionary Interest hereinabove quoted kept, observed or performed.

*(Remainder of page intentionally left blank.)*





**EXHIBIT E**

Local's Housing Covenant



**RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING**

THIS RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING (the “Covenant”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Minturn Crossing, LLC, a Colorado limited liability company (together with its successors and assigns “Declarant”) and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the “Town”) as and to the extent set forth herein.

**RECITALS:**

A. The property which is the subject of this Covenant is that certain real property located within the Minturn North residential planned unit development “MNPUD” on Lots 34, 35, 36, 37, 38 and 39 in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein (the “Properties”). The Declarant is the sole owner in fee simple of the Properties, which have been platted as a part of the MNPUD consisting of 39 individual lots, each approved for future residential improvements thereon pursuant to the Final Plat for MNPUD, recorded on \_\_\_\_\_, 202\_ under Reception No. \_\_\_\_\_ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MNPUD, approved by the Town of Minturn by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 202\_, as a means by which housing can be provided for persons residing in the Town of Minturn as further defined below; and

C. The Declarant agrees that each of the six (6) lots and the residential improvements thereon located within the Property identified on **Exhibit A** (each a “Unit”) shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Properties as a burden thereon for the benefit of the Town of Minturn, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee’s, licensees and any transferee of the Owner of each Unit; and

D. The Declarant agrees that upon the initial offering of homes for sale within Lots 34-39, existing Town of Minturn Residents, as defined below, shall be given the first opportunity to purchase one Home and Lot on Lots 34-39 for a period of 30 days from initial offering. In the event existing Minturn Residents have not contracted for the purchase of all Lots within Lots 34-39 during the 30 day initial offering period, Declarant may contract with other Eligible Households, as defined below, pursuant to the terms below; and

E. For each subsequent transfer or conveyance of a Unit during the Term, such transfer or conveyance must be made to a Minturn Resident or Eligible Household; and

F. There is a demonstrated need for Local Housing for residents of the Town of Minturn and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants and agrees as follows:

1. Definitions

a. "Eligible Households" or "Eligible Household" means Households that will use the Unit as their Primary Residence and/or are qualified employees. Each of the criteria are further defined below:

i. Qualification:

1. At least one member of the Household must meet one or more of the following criteria:

- a. Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or
- b. Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- c. Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or
- d. Is over the age of sixty (60) and has earned a living primarily in Eagle County for thirty-six (36) months prior to his or her retirement; or
- e. Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

2. The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

1. Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.

2. The beneficiary of the trust must be of the age of majority to qualify for this variance.
  3. Notwithstanding the foregoing, a party may seek a variance to allow title of a Unit to be held by an entity that leases the Unit for employee housing purposes where said employees meet the definition of an Eligible Household.
  4. Upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.
    - b. "Household" means all individuals who will occupy a unit.
    - c. "Minturn Resident" means a person or persons who have lived in Eagle County as their primary place of residence for a period of thirty-six (36) months prior to seeking conveyance of Lots 34-39. Primary place of residence shall be determined based upon voter registration records, employment history, payment of taxes imposed by the Town of Minturn, and ownership or rental of residential property within the Town of Minturn.
    - d. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.
    - e. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to 1). Copy of deed or property tax statement, or 2). Utility statements from service providers, or 3). Other documentation that the Town of Minturn, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence of rental of the Home and Lot, in whole or in part, to any third party, and income tax returns.
2. Conveyance limited to Minturn and Eligible Households: From the initial offering of homes for sale within Lots 34-39 until the end of the Term of Covenant, existing Town of Minturn Residents shall be given the first opportunity to purchase one Home and Lot on Lots 34-39 for a period of 30 days from initial offering or when said Home and Lot is placed on the market. In the event existing Minturn Residents have not contracted for the purchase of said Lot during the 30 day initial offering period, opportunity shall be given to acquire said Home and Lot by other Eligible Households. During the Term of Covenant, ownership of a Home and Lot subject by this covenant may only be held by Eligible Households subject to the variances provided herein.
  3. Restriction on Rentals: During the Term of Covenant, the Home and Lot on Lots 34-39 may only be rented, in whole or in part, to Eligible Households.
  4. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.
  5. Term of Covenant: This Covenant shall expire on the 1st day of March 2073, unless extended, at the sole option of the Town of Minturn Town Council, for an additional not to exceed 50 years, after public hearing and comment on the proposed extension.

- 6. Covenant Runs with the Land: Declarant and all Owners of a Unit, and all other parties with an interest in title to a Unit hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to a Unit, that this Covenant shall constitute an irrevocable covenant running with the title to the Unit as a burden thereon for the benefit of the Town of Minturn, or its assign, and shall be binding on the Owner of each Unit, and on its heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner of each Unit. This Covenant shall be enforceable by the Town of Minturn and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.
  
- 7. Default: In the event of default, the Town of Minturn shall have all remedies legally available to it at law and in equity. Said remedies shall include obtaining a decree of specific performance requiring the Owner to convey title to an Eligible Household within thirty (30) days.
  
- 8. Annual Reporting: An Owner of Lots 34-39 must verify to the Town of Minturn, or its assign, on at least an annual basis, that it remains an Eligible Household. To confirm such eligibility, the Owner shall submit the following information, to the Town of Minturn: (i) a verification that the Owner continues to meet the requirements of an Eligible Household who uses the Unit as its Primary Residence, (ii) proof of employment pursuant to Paragraph 1)a)i), and (iii) a statement made under criminal penalty of perjury that the Unit, in whole or in part, was not rented to any third party in the last twelve (12) months except to other Eligible Households.
  
- 9. Notices: any notice, consent, or approval that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the parties indicated below as long as prior written notice of the change of address has been given to all parties as indicated.

Said notices, consents and approvals shall be sent to the following addresses unless otherwise notified in writing:

To Declarant: Minturn Crossing, LLC  
 c/o Resort Concepts  
 225 Main Street, Unit C-101  
 Edwards, CO 81632

To Town of Minturn: Town of Minturn  
 P.O. Box 309  
 Minturn, CO 81645

To Owner: To the address set forth in the records of the Town of Minturn Tax Assessor for purposes of mailing tax bills.

10. Disputes: There is hereby reserved to the Town of Minturn any and all remedies provided by law for breach of this Covenant or any of its terms. In any dispute, each party shall bear its own costs and fees. The exclusive forum for any dispute arising from or relating to the Covenant shall be the Eagle County District Court.
11. Severability: Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.
12. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.
13. Attorney Fees and Costs: in the event of any judicial enforcement of this covenant, the substantially prevailing party shall be awarded its attorney fees and costs.
14. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town of Minturn.
15. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
16. Waiver: No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town of Minturn except on the basis of a written instrument executed by the Town of Minturn.
17. Gender and Number: Whenever the context so required herein, the neuter gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.
18. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.
19. Further Actions: The Declarant for so long as the Declarant owns the Properties, the Owner of a Unit, and the Town of Minturn agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or documents relating hereto or entered into in connection herewith.
20. Modifications: The Declarant, any Owner of a Unit, and the Town of Minturn agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of the Town of Minturn. The Town of Minturn reserves the right to amend this Covenant unilaterally where deemed necessary to

effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.

- 21. Perpetuities Savings Clause: If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant or any of its **Exhibits A, B and C** shall be unlawful or void for violation of: (a) the rule against perpetuities or some similar statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only by the lives of the then then-current duly elected and seated Town of Minturn Town Council members, and the then-current Town of Minturn employees, their now living descendants, if any, ad the survivor of them, plus twenty-one (21) years.
- 22. Assignment: The Town of Minturn may in its sole discretion assign the benefits and delegate the responsibilities hereunder to a non-profit private entity or public agency or authority or operated in whole or in part to provide housing programs in Eagle County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

Town of Minturn:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Minturn Crossing, LLC:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF COLORADO    )  
   )ss.  
 COUNTY OF EAGLE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, as \_\_\_\_\_ of Minturn Crossing, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_

Notary Public

**Exhibit A**

Legal Description of the Properties

**Exhibit B**

**ACKNOWLEDGEMENT OF THE RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING**

WHEREAS, \_\_\_\_\_ (the "Buyer") is purchasing from \_\_\_\_\_ (the "Seller") at a price of \$ \_\_\_\_\_, the real property and improvements located in the Minturn North PUD more particularly described as \_\_\_\_\_, according to the plat recorded under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the "Unit"); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled "RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING", recorded on \_\_\_\_\_, 202\_, under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the "Covenant"). A copy of the Covenant is attached to this acknowledgement as **Exhibit A**.

NOW THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Covenant, has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant, and agrees to abide by the Covenant.

2. States that the notice to Buyer, pursuant to Section 5 of the Covenant, should be sent to:

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

3. Directs that this acknowledgement be placed of record in the real estate records of the Town of Minturn, Eagle County, Colorado.





Exhibit C

BUYERS AFFIDAVIT

Name of Buyer(s): \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Title Co.: \_\_\_\_\_  
 Name of Escrow Officer: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Buyers Broker: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Unit to be Purchased: \_\_\_\_\_  
 Expected Closing Date: \_\_\_\_\_

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

- |  |          |
|--|----------|
|  | Enclosed |
| 1. Check for \$100.00 processing fee as such may be amended by Minturn Town Council ( <i>To: Town of Minturn Clerk</i> ) _____ |          |
| 2. Identification ( <i>Copy of ID; drivers license, passport, etc.</i> ) _____   | _____    |
| 3. Affidavit for verification of employment _____  | _____    |

DELIVER/MAIL PACKET TO: Town of Minturn  
 c/o \_\_\_\_\_  
 302 Pine St., Minturn, Colorado 81645

Buyer's Affidavit and Acknowledgements:

I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit.	Initials _____
I (we) have read the Restrictive Covenant and agree to abide by the terms of it.	_____
I (we) will notify the Town of Minturn if I (we) cease to be an Eligible Household.	_____
I (we) intend to use the Unit as our Primary Residence and will occupy the Unit for at least 9 out of any 12 months.	_____

AND

At least one member of the Household:

- \_\_\_\_\_ has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in

eagle County may be combined to reach 30 hours per week); or

- \_\_\_\_\_ has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- Resides in Eagle County, but works for an employer that is located outside of Eagle County (i.e., telecommuters); or
- I (we) are over the age of sixty (60) and have earned a living primarily in Eagle County for at least thirty-six (36) months prior to retirement; or
- I (we) are a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to the disability or have been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program and work the maximum number of hours per week the program will allow.

**AND**

- I (we) cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

**AND**

- I (we) understand that real estate that is owned by a prospective Eligible Household may not be deeded to a corporation or other person or entity except at fair market value nor may any real estate be deeded to a corporation or other legal entity in which any Household member has any other financial interest in order to meet these requirements.

**AND**

- I (we) understand that title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. and ii. Above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.
- I (we) understand that the Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.
- I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town\_of Minturn, or its assign, may grant the request with or without conditions.

**AND**

- I (we) understand that the Home and Lot may be rented only to Eligible Households.

I have read and acknowledge the above information to be true under penalty of perjury, All Household members over the age of 18 must sign and date this form below.

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn \_\_\_\_\_ at \_\_\_\_\_ or email \_\_\_\_\_.

Package received by: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYERS AFFIDAVIT AND VERIFICATION OF EMPLOYMENT**

The following affidavit concerns the employment of \_\_\_\_\_

Employer Information/Verification of Employee Start Date

Employer Name and Contact Information:

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

I hereby declare under penalty of perjury that \_\_\_\_\_ began employment on \_\_\_\_\_ and has continuously worked for thirty (30) or more hours per week since employment began; or has been offered and accepted employment which will continue for a period of at least six (6) months and will include a minimum of thirty (30) or more hours per week; or is over the age of sixty (60) years old and has worked a minimum of thirty (30) or more hours per week for five (5) consecutive years before retirement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**

Transfer Assessment Covenant

**RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED  
RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN**

THIS RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN (the “Covenant”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Minturn Crossing, LLC, a Colorado limited liability company (together with its successors and assigns “Declarant”) and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the “Town”) as and to the extent set forth herein.

**RECITALS:**

A. The property which is the subject of this Covenant is that certain real property located within the Minturn North residential planned unit development “MNPUD” on Lots 1-33 in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein (the “Properties”). The Declarant is the sole owner in fee simple of the Properties, which have been platted as a part of the MNPUD consisting of 39 individual lots, each approved for future residential improvements thereon pursuant to the Final Plat for MNPUD, recorded on \_\_\_\_\_, 202\_ under Reception No. \_\_\_\_\_ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MNPUD, approved by the Town of Minturn by Ordinance No. 15 dated \_\_\_\_\_, 202\_, as a means by which a one percent (1%) Transfer Assessment can be provided for the benefit of persons residing in the Town of Minturn as further defined below; and

C. The Declarant agrees that each of the thirty-three (33) lots and the residential improvements thereon located within the Property identified on **Exhibit A** (each a “Unit”) shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Properties as a burden thereon for the benefit of the Town of Minturn, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee’s, licensees and any transferee of the Owner of each Unit; and

D. This Covenant requires that each Unit within the Property is subject to a Transfer Assessment of one percent (1%) of the gross sales price of such Unit, excluding escrow and closing costs. An “Eligible Household” using the Unit as its Primary Residence (as those terms are defined herein), may be eligible for a temporary exemption of the Transfer Assessment; and

E. Declarant desires to enter into this Covenant requiring a Transfer Assessment. In addition, the declarant agrees to bind the Properties, and restrict the use and occupancy of the units in accordance with this Covenant.

F. There is a demonstrated need for a Transfer Assessment in support of the residents of the Town of Minturn and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants, and agrees as follows:

1. Definitions

a. "Eligible Households" means Households that will use the Unit as their Primary Residence, and are qualified employees. Each of the criteria are further defined below:

i. Qualification:

1. At least one member of the Household must meet one or more of the following criteria:

- a. Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or
- b. Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- c. Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or
- d. Is over the age of sixty (60) and has earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to his or her retirement; or
- e. Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

2. The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

1. Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the



circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.

- 2. The beneficiary of the trust must be of the age of majority to qualify for this variance.
  - 3. Upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.
  - b. "Household" means all individuals who will occupy a unit.
  - c. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.
  - d. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to 1). copy of deed or property tax statement, or 2). utility statements from service providers, or 3). other documentation that the Town of Minturn, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence that the Unit (in whole or in part) is not being rented to any third party, and income tax returns.
  - e. "Transfer Assessment" means the Assessment payable to the Town of Minturn, or its assign, upon the sale of a Unit (conveyance of title to a Unit, whether or not the conveyance is filed of record) of 1% of the gross sales price of such Unit, excluding escrow and closing costs. The Transfer Assessment shall be used at the sole discretion of the Town of Minturn for the benefit of Town residents and for any private, nonprofit successor or assign, and to support the cost of administering such programs.
2. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.
3. Payment of Transfer Assessment:
- a. The Transfer Assessment shall be due and payable to the Town of Minturn, or its assign, at the time of closing of a sale of a Unit (conveyance of title to a Unit, whether or not the conveyance is filed of record).
  - b. The Transfer Assessment shall constitute a lien upon the Unit until it is paid. If not paid when due, the unpaid Assessment shall bear interest at 12% per annum from the due date until paid in full.
  - c. The Transfer Assessment is payable to the Town of Minturn, 302 Pine St., Minturn CO, 81645 (or its assign) and must be accompanied by:
    - i. A real property Declaration Form or other form as is filed with the Clerk and Recorder along with the conveying instrument attesting to the gross sales price of the Unit, and

- ii. An Acknowledgement of the Restrictive Covenant Imposing a Transfer Assessment executed by the Buyer, in the form set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

4. Temporary Exemption from Transfer Assessment:

- a. A sale to an Eligible Household who is using a Unit as its Primary Residence is exempt from paying the Transfer Assessment until the exemption ends. The exemption is “temporary” in that it applies only as long as the Owner is considered an Eligible Household and uses the Unit as its Primary Residence. The Town of Minturn shall determine whether a person(s) meets the definition of Eligible Household and Primary Residence based on the criteria set forth in the definitions above. The determination shall be made as of the closing date of the sale of a Unit.
- b. The rental of the Unit, in whole or in part, shall be prima face proof that the Owner is no longer considered an Eligible Household and the Transfer Assessment shall be due within thirty (30) days from notice thereof being sent by the Town to the Owner.
- c. If a proposed Buyer seeks to claim a temporary exemption from the transfer Assessment provided herein before a conveyance or transfer of a Assessment interest in a Unit, the proposed Buyer shall submit an Application for Temporary Exemption of the transfer Assessment, together with the applicable processing Assessment, to the Town of Minturn, or its assign, at least fourteen (14) days prior to the closing date and shall have received the Town’s written determination of the proposed Buyers exemption status.
- d. The application for Temporary Exemption is attached hereto as **Exhibit C** and incorporate herein by this reference. If a proposed Buyer has not been deemed as eligible for a temporary exemption to the Transfer Assessment prior to the close of the sale of a Unit, the sale shall be deemed not exempt and the Transfer Assessment shall be paid as set forth herein.
- e. An Owner who received a temporary exemption from the Transfer Assessment must verify to the Town of Minturn, or its assign, on at least an annual basis, that it remains eligible for the temporary exemption. To confirm such eligibility, the Owner of a Unit shall submit the following information to the Town of Minturn: (i) a verification that the Owner continues to meet the requirements of an Eligible Household who uses the Unit as its Primary Residence, (ii) proof of employment pursuant to Paragraph 1)a)i), and (iii) a statement made under criminal penalty of perjury that the Unit, in whole or in part, was not rented to any third party in the last twelve (12) months.
- f. If at any time, the Owner becomes ineligible because it is no longer considered an Eligible Household or the Owner stops using the Unit as its Primary Residence, the Owner must immediately pay the Transfer Assessment. The Transfer Assessment shall be calculated based on the Owners original sale price for the Unit as evidenced by items in Section 3.c.i above. If the Transfer Assessment is not paid, the Transfer Assessment shall constitute a lien upon the Unit until it is paid. If not paid when due, the unpaid Assessment shall bear interest at 12% per annum from the due date until paid in full.



such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.

10. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.
11. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town of Minturn.
12. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
13. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town of Minturn except on the basis of a written instrument executed by the Town of Minturn.
14. Gender and Number: Whenever the context so required herein, the neuter gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.
15. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.
16. Further Actions: The Declarant for so long as the Declarant owns the Properties, the Owner of a Unit, and the Town of Minturn agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or documents relating hereto or entered into in connection herewith.
17. Modifications: The Declarant, any Owner of a Unit, and the Town of Minturn agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of the Town of Minturn. The Town of Minturn reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.
18. Perpetuities Savings Clause: If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant or any of its **Exhibits A, B and C** shall be unlawful or void for violation of: (a) the rule against perpetuities or some similar statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only by the lives of the then then-current duly elected and seated Town of Minturn Town Council members, and the then-current Town of Minturn employees, their now living descendants, if any, ad the survivor of them, plus twenty-one (21) years.



**Exhibit A**

Legal Description of the Properties

**Exhibit B**

**ACKNOWLEDGEMENT OF THE RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN**

WHEREAS, \_\_\_\_\_ (the “Buyer”) is purchasing from \_\_\_\_\_ (the “Seller”) at a price of \$ \_\_\_\_\_, the real property and improvements located in the Minturn North PUD more particularly described as \_\_\_\_\_, according to the plat recorded under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the “Unit”); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled “THE RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN ”, recorded on \_\_\_\_\_, 202\_, under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the “Covenant”). A copy of the Covenant is attached to this acknowledgement as **Exhibit A**.

NOW THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Covenant, has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant, and agrees to abide by the Covenant.
2. Buyer acknowledges that the Covenant imposes a 1% Transfer Assessment on the sale or conveyance of the Unit. The Transfer Assessment is due and payable at the time of closing of the sale or conveyance of the Unit and is a lien on the Unit until paid.
3. Some sales/purchases are exempt from the Transfer Assessment. If I (we) believe my (our) purchase is exempt, I (we) may apply for a temporary exemption from the Transfer Assessment. If I (we) believe my subsequent sale of the Unit is exempt from the Transfer Assessment, the Buyer may apply for the exemption. A sale/purchase for which no exemption is applied for and granted before closing is conclusively deemed to be not exempt. The exemption described herein is considered “temporary” because it applies only so long as the property use which qualified the purchase as exempt continues. Generally, if I (we) stop using the Unit for my (our) Primary Residence, but continue to own the Unit, I (we) will then owe the Transfer Assessment from my (our) purchase of the Unit.

4. States that the notice to Buyer, pursuant to Section 5 of the Covenant, should be sent to:

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

5. Directs that this acknowledgement be placed of record in the real estate records of the Town of Minturn, Eagle County, Colorado.





Exhibit C

TRANSFER ASSESSMENT EXEMPTION AND BUYERS' AFFIDAVIT

Name of Buyer(s): \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Title Co.: \_\_\_\_\_  
 Name of Escrow Officer: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Buyers Broker: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Unit to be Purchased: \_\_\_\_\_  
 Expected Closing Date: \_\_\_\_\_

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

- |   |          |
|---|----------|
|   | Enclosed |
| 1. Check for \$100.00 processing fee as may be amended by the Minturn Town Council ( <i>To: Town of Minturn Clerk</i> ) | _____    |
| 2. Identification ( <i>Copy of ID; drivers license, passport, etc.</i> )  | _____    |
| 3. Affidavit for verification of employment   | _____    |

DELIVER/MAIL PACKET TO: Town of Minturn

P.O. Box 309  
Minturn, CO  
81645

or 302 Pine St., Minturn, Colorado 81645

Buyer's Affidavit and Acknowledgements:

I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit.	Initials _____
I (we) have read the Restrictive Covenant and agree to abide by the terms of it.	_____
I (we) will notify the Town of Minturn if I (we) cease to be an Eligible Household.	_____
I (we) intend to use the Unit as our Primary Residence and will occupy the Unit for at least 9 out of any 12 months.	_____

**AND**

At least one member of the Household:

- \_\_\_\_\_ has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or
- \_\_\_\_\_ has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- Resides in Eagle County, but works for an employer that is located outside of Eagle County (i.e., telecommuters); or
- I (we) are over the age of sixty (60) and have earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to retirement; or
- I (we) are a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to the disability or have been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program and work the maximum number of hours per week the program will allow.

**AND**

- I (we) cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

**AND**

- I (we) understand that real estate that is owned by a prospective Eligible Household may not be deeded to a corporation or other person or entity except at fair market value nor may any real estate be deeded to a corporation or other legal entity in which any Household member has any other financial interest in order to meet these requirements.

**AND**

- I (we) understand that title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. and ii. Above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.
- I (we) understand that the Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.
- I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town\_of Minturn, or its assign, may grant the request with or without conditions.

**AND**

● I (we) understand that the Unit, in whole or in part, may not be rented to any third party without losing Eligible Household designation and the Transfer Assessment being due.

I have read and acknowledge the above information to be true, under penalty of perjury. All Household members over the age of 18 must sign and date this form below.

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn \_\_\_\_\_ at \_\_\_\_\_ or email \_\_\_\_\_.

Package received by: \_\_\_\_\_ Date: \_\_\_\_\_

**TRANSER ASSESSMENT EXEMPTION - EMPLOYERS AFFIDAVIT AND VERIFICATION OF EMPLOYMENT**

The following affidavit concerns the employment of \_\_\_\_\_

Employer Information/Verification of Employee Start Date

Employer Name and Contact Information:

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

I hereby declare under penalty of perjury that \_\_\_\_\_ began employment on \_\_\_\_\_ and has continuously worked for thirty (30) or more hours per week since employment began; or has been offered and accepted employment which will continue for a period of at least six (6) months and will include a minimum of thirty (30) or more hours per week; or is over the age of sixty (60) years old and has worked a minimum of thirty (30) or more hours per week for thirty-six (36) consecutive months before retirement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G**  
Property Owners Association Covenants

**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
MINTURN NORTH**

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**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
MINTURN NORTH**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MINTURN NORTH (this “Declaration”) shall be made effective upon recordation and is made as of \_\_\_\_\_, 202\_\_, by MINTURN CROSSING, LLC, a Colorado limited liability company (“Declarant”).

RECITALS

- A. Declarant is owner of that certain real property located in the County of Eagle, Colorado, more particularly described on the attached **Exhibit A** attached hereto and incorporated herein (the “Property”).
- B. Declarant desires to create a Planned Community pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statutes 38-33.3-101, et. seq. on the Property, the name of which is Minturn North.
- C. Declarant hereby makes the following grants, submissions, and declarations:

**ARTICLE 1  
DECLARATION AND SUBMISSION**

Section 1.1 Purpose. The purpose of this Declaration is to create a residential planned community within the Property (the “Community”) pursuant to the Colorado Common Interest Ownership Act as set forth in Article 33.3, Title 38, Colorado Revised Statutes.

Section 1.2 Intention of Declarant. Declarant desires to (a) protect the value and desirability of the Community, (b) further a plan for the improvement, sales, and common ownership of the Community, (c) create a harmonious and attractive residential development within the Community, and (d) promote and safeguard the health, comfort, safety, convenience, and welfare of the owners of units in the Community.

Section 1.3 Declaration. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property. Additionally, Declarant hereby submits the Property to the provisions of the Act.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land or equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding

upon and shall inure to the benefit of Declarant, all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

## ARTICLE 2 DEFINITIONS

Section 2.1 Definitions. The following words when used in this Declaration or any amendments to this Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

2.1.1 “Act” means the Colorado Common Interest Ownership Act as set forth in Article 33.3, Title 38, Colorado Revised Statutes, as such act exists on the date hereof, except to the extent that the applicability of future amendments to the Act are mandatory.

2.1.2 “Allocated Interest” means the Common Expense Liability and the votes in the Association allocated to each of the Units in the Project, as set forth on Exhibit B. The formula used to establish each Allocated Interest is described in **Article 10**.

2.1.3 “Annual Assessment” means the Assessment levied annually.

2.1.4 “Articles” mean the Articles of Incorporation for Minturn North Owners Association, currently on file with the Colorado Secretary of State, and any amendments which may be made to those Articles from time to time.

2.1.5 “Assessments” means the Annual, Special, Individual Purpose, and Default Assessments levied pursuant to Article 11 below. Assessments are also referred to as a Common Expense Liability as defined under the Act.

2.1.6 “Association” means Minturn North Property Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns, charged with the duties and obligations of administering the Community. The Association acts through its Executive Board unless a vote of the Owners is otherwise specifically required by this Declaration or by the Articles or Bylaws.

2.1.7 “Association Documents” means this Declaration, the Articles, the Bylaws, and any procedures, rules, regulations, or policies adopted under such documents by the Association.

2.1.8 “Minturn North” or the “Community” shall mean the planned community created by this Declaration, consisting of the Property, the Units, and any other improvements constructed on the Property and as shown on the Plat.

2.1.9 “Bylaws” means the Bylaws adopted by the Association, as amended from time to time.

2.1.10 “Common Area” means to the extent of the Association’s interest in such real property or improvements, any real property or improvements for the common use and enjoyment of all of the Owners on a non-exclusive basis (i) that are owned by the Association,

including estates in fee and terms of years, or (ii) that are owned by a person or entity other than the Association, including, without limitation the Union Pacific Railroad Company (“UPRR”), but in which the Association has rights of use or possession pursuant to a lease, license, easement or other agreement, in each case together with any improvements located thereon.

2.1.11 “Common Expenses” means (i) all expenses expressly declared to be common expenses by this Declaration, or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Area and Exterior Maintenance Area; (iii) insurance premiums for the insurance carried under Article 9; and (iv) all expenses lawfully determined to be common expenses by the Executive Board of the Association.

2.1.12 “Declarant” means Minturn Crossing, LLC, a Colorado limited liability company, and its successors and assigns. No party other than Minturn Crossing, LLC shall exercise the rights and privileges reserved herein to Declarant unless such party shall receive and record in the real property records of the County of Eagle, Colorado, a written assignment from Minturn Crossing, LLC of all or a portion of such rights and privileges.

2.1.13 “Declaration” means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements for Minturn North, as supplemented and amended from time to time.

2.1.14 “Default Assessment” means the Assessments levied by the Association pursuant to Section 10.8 below.

2.1.15 “Executive Board” means the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, and management of the Property and all improvements on the Property.

2.1.16 “Exterior Maintenance Area” means those portions of the Lot surrounding the Residence and improvements on the Lot to be maintained by the Association as described in Section 5.1 below. Initially, the Exterior Maintenance Area shall comprise only the grounds and landscaping surrounding each Residence within the Lot as described in Section 5.1.1.

2.1.17 “First Mortgage” means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

2.1.18 “First Mortgagee” means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

2.1.19 “Lot” means a plot of land subject to this Declaration and designated as a “Lot” on any subdivision plat of the Property recorded by Declarant in the Eagle County Office of the Clerk and Recorder.

2.1.20 “Managing Agent” shall mean a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Executive

Board may authorize from time to time.

2.1.21 “Member” shall mean every person or entity who holds membership in the Association.

2.1.22 “Mortgage” shall mean any mortgage, deed of trust, or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

2.1.23 “Mortgagee” means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

2.1.24 “Owner” means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and “Owner” also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit, but excludes those having such interest in such Unit merely as security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired fee simple title to the Unit pursuant to foreclosure or other proceedings.

2.1.25 “Plat” means the subdivision plat of Minturn North recorded \_\_\_\_\_, 202\_\_, at Reception No. \_\_\_\_\_ in the Office of the Clerk and Recorder of Eagle County, Colorado, and all supplements and amendments thereto.

2.1.26 “Property” means and refers to that certain real property described on **Exhibit A** attached to this Declaration, as the same may be expanded in the manner provided in this Declaration.

2.1.27 “Residence” means the residence constructed on any Lot.

2.1.28 “Special Assessment” means an assessment levied pursuant to Section 10.7 below on an irregular basis.

2.1.29 “Successor Declarant” means any party or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the Eagle County, Office of the Clerk and Recorder, designating such party as a Successor Declarant. Upon such recording, Declarant’s rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

2.1.30 “Unit” means a Lot together with all improvements thereon, including, without limitation and once constructed on a Lot, a Residence, and all easements and rights-of-way appurtenant thereto.

2.1.31 “Wildlife Plan” means the Minturn North PUD Wildlife Mitigation Plan attached hereto as **Exhibit G**.

Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act.

**ARTICLE 3  
NAME, DIVISION INTO UNITS**

Section 3.1 Name. The name of the project is Minturn North. The project is a Planned Community pursuant to the Act.

Section 3.2 Association. The name of the association is Minturn North Property Owners Association, Inc. Declarant has caused the Association to be incorporated under the laws of the State of Colorado as a non-profit corporation with the purpose of exercising the functions as herein set forth.

Section 3.3 Number of Units. The Property is hereby divided into thirty-nine (39) Units, each consisting of a fee simple interest in a Unit and its appurtenances.

Section 3.4 Identification of Units. The identification number of each Unit is shown on the Plat.

Section 3.5 Description of Units.

3.5.1 Each Unit shall be inseparable and may be leased, devised or encumbered only as a residence.

3.5.2 Title to a Unit may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Unit in which he owns an interest. For all purposes herein, there shall be deemed to be only one Owner for each Unit. The parties, if more than one, having the ownership of a Unit shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Unit in which they own an interest.

3.5.3 Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it by its Lot number, Minturn North, according to the plat recorded \_\_\_\_\_, 202\_\_, at Reception No. \_\_\_\_\_, County of Eagle, State of Colorado, and any recorded amendment and supplement thereto, and this Declaration, which will be recorded in the records of the Clerk and Recorder of Eagle County, Colorado, and any recorded amendment and supplement hereto (with applicable recording information inserted therein).

3.5.4 Each Unit shall be considered a separate parcel of real property and shall be separately assessed and taxed. Accordingly, the Common Area shall not be assessed separately but shall be assessed with the Units as provided pursuant to Colorado Revised Statutes Subsections 39-1-103(10) and 38-33.3-105(2).

3.5.5 No Owner of a Unit shall bring any action for partition or division of the Common Area.

3.5.6 Each Unit shall be used and occupied solely for residential dwelling purposes in the manner described in Article 15 below. Notwithstanding the foregoing, Declarant, for itself and its successors and assigns, hereby retains a right to maintain any Unit or Units as sales offices, management offices or model residences so long as Declarant, or its successors or assigns, is the Owner or Lessee of the Unit. The use by Declarant of any Unit as a model residence, office or other use shall not affect the Unit’s designation on the Plat as a separate Unit.

3.5.7 An Owner shall have the right to lease its Unit upon such terms and conditions as the Owner may deem advisable; provided, however, that (i) any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration, (ii) a Unit may be leased only for the uses provided hereinabove, and (iii) any failure of a lessee to comply with the terms of this Declaration, the Articles, the Bylaws or the rules of the Association shall be a default under the lease enforceable by the Association. Any such lease terms shall be subject to the Town of Minturn Code and Ordinances as may be revised or amended from time to time.

**ARTICLE 4**  
**MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS**

Section 4.1 The Association. Every Owner of a Unit shall be a Member of the Association. No Owner, whether one or more persons, shall have more than one membership per Unit owned, but all of the persons owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 4.2 Transfer of Membership. An Owner shall not transfer, pledge, or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit.

Section 4.3 Membership. The Association shall have one (1) category of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in this Declaration, each Member shall be entitled to one (1) vote for each Unit owned in Association matters pursuant to this Declaration. Declarant shall be entitled to vote with respect to Units owned by it. Members of the Association may exercise such voting rights subject to and in accordance with the provisions of the Bylaws. All members of the Association shall be entitled to vote on all matters affecting the Community.

Section 4.4 Declarant Control. Notwithstanding anything to the contrary provided for herein or in the Bylaws, Declarant shall be entitled to appoint and remove the members of the Association’s Executive Board and officers of the Association to the fullest extent permitted under the Act. The specific restrictions and procedures governing the exercise of Declarant’s right to so appoint and remove Directors and officers shall be set out in the Bylaws. Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded in the Office of the Clerk and Recorder for Eagle County, Colorado but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove Directors and officers, be approved by Declarant before they



become effective.

Section 4.5 Owner’s and Association’s Address for Notices. All Owners of each Unit shall have one and the same mailing address to be registered with the Association and used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or Owners of a Unit shall furnish such address to the Secretary of the Association within five (5) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of all Owners of the Unit. Notwithstanding the foregoing, the Association shall be entitled to rely upon any such registration or other notice of a change in address of the Owners of the Unit which is signed by less than all of the Owners of such Unit.

If no address is registered or if all of the Owners cannot agree, then the address set forth in the deed to the Unit shall be deemed their registered address until another registered address is furnished as required under this Section.

Any notice delivered to a First Mortgagee in accordance with the terms of this Declaration shall be sent to the address for such party specified in the First Mortgage unless the First Mortgagee notifies the Association in writing of a different address.

All notices and demands intended to be served upon the Executive Board shall be sent to the following address or such other address as the Executive Board may designate from time to time by notice to all of the Owners:

Executive Board  
Minturn North ’Property Owners Association, Inc.  
c/o Resort Concepts  
225 Main Street, Unit C-101  
Edwards, CO 81632

All notices given in accordance with this Section shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one business day following timely deposit with the courier service; or regular, registered or certified mail, postage prepaid, which shall be effective three (3) days after deposit in the U.S. mail.

**ARTICLE 5**  
**EXTERIOR MAINTENANCE AREA, LANDSCAPING AND SPECIAL EASEMENT**

Section 5.1 Maintenance. In order to maintain a uniform appearance and a high standard of maintenance within the Community, the Association shall maintain the Exterior Maintenance Area, as follows:

5.1.1 Landscaping. The Association shall maintain landscaping of the Exterior Maintenance Area and landscaping within the Common Area. Maintenance of the landscaping shall include, but not be limited to, maintaining lawns, trees, shrubs and flower beds.

The Association shall provide and maintain all irrigation to landscaping within the Exterior Maintenance Area and Common Area, and shall provide all other utilities necessary for the maintenance and upkeep of such landscaping and irrigation. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed, including, without limitation, decisions related to dying landscaping and the replacement thereof, if any, provided that the Association shall be responsible for maintaining the landscaping plan as approved by the Town of Minturn.

5.1.2 Optional Association Maintenance. The Association may, but shall not be obligated to, provide for the maintenance of additional improvements with respect to the Units as determined by action of the Executive Board or of the Owners, provided that such adopted maintenance is uniformly provided for all such improvements on all Lots. Accordingly, subject to the insurance responsibilities set forth in Article 9 below, the Association may by action described immediately above expand the Exterior Maintenance Area and provide maintenance for all or any of the following: (a) the maintenance, repair and replacement of the exterior building façade of each Residence, including the painting and/or staining of exterior building surfaces and the repair and replacement of exterior siding, siding elements and stucco of the building, and/or (b) the maintenance, repair and replacement of all sidewalks, driveways, roof snow removal, and exterior walkways serving the Residence (including snow removal services), unless any of the foregoing are covered by an Owner’s insurance. Should the Association so expand the Exterior Maintenance Area, the Association shall have the sole discretion to determine the time and manner in which its maintenance shall be performed as well as the color or type of materials used to maintain the Residences. By action of the Executive Board or of the Owners, the Association may also later reassign any maintenance responsibilities adopted by the Association pursuant to this Section 5.1.2 back to the Owners.

Section 5.2 Owner Responsibility. The Owner shall be responsible for the maintenance, repair and replacement of, and shall maintain in good repair and condition, the Residence and all areas and improvements comprising the Unit that are not the responsibility of the Association, including, without limitation, areas of optional Association maintenance as described in Section 5.1.2 above unless and until the Association acts to adopt any such maintenance. Without limiting the generality of the foregoing, Owners shall maintain the foundation, roof (including snow removal as required), decks, terraces, patios, windows, window frames and elements, window washing and doors serving the Residence. Owners shall also maintain and be fully responsible for the operation and maintenance of any hot tub and/or fire pit or fireplace on such Owner’s Lot.

Section 5.3 Insurance Proceeds; Damage. Notwithstanding the foregoing, in the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association’s, the Association shall complete any such repair or replacement at the Owner’s cost. Further, Owners acknowledge and agree that the Owner shall be responsible for the cost of repair and/or replacement of any damage caused to the Residence and/or its related improvements and contents (including the deductible amount on the Owner’s insurance covering such damage), even if the damage was the result of failures of the Exterior Maintenance Area, with the Association’s responsibility limited to the repair or replacement of the damaged elements of the Exterior Maintenance Area only.

Section 5.4 Association's Right to Grant Owner's Maintenance Area, Adopt Regulations. The Association reserves the right to grant the maintenance responsibility of certain areas of each Unit to the Unit Owner, and the Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner. Furthermore, the Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner. The Association shall have the right and power to prohibit on a Unit any storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Unit or the Common Area. No Owner shall make any addition or other alteration to any exterior portion of such Owner's Unit, including, without limitation, the removal or alteration of any landscaping or irrigation system without the express consent of the Executive Board in accordance with Section 16.1.

Section 5.5 Special Easement. The Association and the Executive Board and their respective representatives are hereby granted a nonexclusive easement to enter upon and use the Exterior Maintenance Area as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform pursuant to this Article 5.

Section 5.6 Maintenance Contract. The Association or Executive Board may employ or contract for the services of an individual or management company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Area and Exterior Maintenance Area. The employed individual or management company shall have the authority to make expenditures upon prior approval and direction of the Executive Board. The Executive Board shall not be liable for any omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

5.6.1 Association Maintenance of Drainage Facilities. The Association is responsible for the maintenance of drainage facilities serving the Property including drainage facilities adjacent to Taylor Ave., along 4<sup>th</sup> Street, and underneath Minturn Road discharging on lands owned by UPRR. Notwithstanding the foregoing, the Association or Executive Board hereby authorizes the Town of Minturn to perform any emergency maintenance or repair duties of the Association in connection with the drainage improvements including under the Drainage Facility & Waterway Agreement, by and between UPRR and the Association, recorded \_\_\_\_\_, 202\_\_, at Reception No. \_\_\_\_\_ in the Office of the Clerk and Recorder of Eagle County, Colorado. In the event that the Town of Minturn performs emergency maintenance on the drainage improvements, the Town shall bill the Association for the cost of the work which shall be paid by the Association within thirty (30) days. This provision may only be amended after receiving written approval of the Town of Minturn.

Section 5.7 Owner's Failure to Maintain or Repair. In the event that (a) a Unit and the improvements thereupon are not properly maintained and repaired or have been altered in a manner which deviates from the consistent appearance of Units within the Community and the maintenance responsibility for the unmaintained or inconsistent portion of the Unit lies with the Owner of the Unit, or (b) in the event that the improvements or landscaping on the Unit that are insured by the Owner are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the

damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and the Residence and other improvements thereon to a condition of good order, repair and consistency. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

**ARTICLE 6  
ASSOCIATION RIGHTS AND DUTIES**

Section 6.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Community and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Area and the Exterior Maintenance Area (including facilities, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. Without limiting the generality of the foregoing, the Association shall keep in good order and repair (including snow removal as required) all roadways, sidewalks, drainage, 4' wide pedestrian connector trails, mudflow deflection berms, and other improvements within the Common Area. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and, subject to the budget approval procedures of Section 10.3 below, prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs, and fees.

Section 6.2 Replacement Reserve Account. The Association may establish and maintain, as part of its budget and out of the installments of the annual Assessments, replacement reserve accounts for the maintenance, repair, or replacement of any portion of the Common Area or the Exterior Maintenance Area that must be maintained, repaired and/or replaced on a periodic basis. Such capital reserves will be based on reserve studies conducted by the Association pursuant to its Policies for Investment of Reserve Funds and Performance of Reserve Study. The Association may borrow from and between its operating account and its replacement reserve account as the Executive Board deems necessary or appropriate.

Section 6.3 Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Area or the Exterior Maintenance Area is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within seven (7) days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section, and such expenses shall automatically become a Default Assessment determined and levied against such Unit, enforceable by the Association in accordance with Sections 10.8, 10.9, and 10.10 below.

Section 6.4 Delegation of Management and Maintenance Duties. The Executive

Board may delegate all or any part of its powers and duties to a Managing Agent, including Declarant; however, the Executive Board, when so delegating, shall not be relieved of its responsibilities under this Declaration.

Section 6.5 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

Section 6.6 Pledge of Future Income. The Association is authorized to pledge and assign its right to future income, including the right to receive Assessments, as collateral for loans or to secure other monetary obligations of the Association.

Section 6.7 Cooperation with Other Associations. The Association may contract or cooperate with other homeowners' associations, metropolitan districts or entities as convenient or necessary to provide services and privileges and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their family members, guests, tenants, and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense.

Section 6.8 Issuance of Rules and Regulations. The Executive Board may make and amend reasonable rules and regulations governing the use and rental of the Units and the use of the Common Area, which rules and regulations shall be substantially consistent with the rights and duties established in this Declaration. The Executive Board shall provide thirty (30) days written notice prior to the adoption or amendment of any rules and regulations and provide for a reasonable opportunity for Owners to comment at a meeting of the Executive Board on the proposed adoption or amendment of any rules and regulations.

Section 6.9 Enforcement of Association Documents. The Association or any aggrieved Owner may take judicial action against any Owner to enforce compliance with such rules and regulations and with the other provisions of the Association Documents to obtain damages for noncompliance or for injunctive relief, or both, all to the extent permitted by law.

Section 6.10 Identity of Executive Board and Managing Agent. From time to time, but no less frequently than annually, the Association shall deliver to each Owner a notice containing the names and addresses of the members of the Executive Board and the Managing Agent, if any.

Section 6.11 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association shall collect an amount equal to twenty-five percent (25%) of the then-current annual Assessments at the time of the sale of each Unit. The Association shall maintain the working capital funds to meet unforeseen expenditures or to acquire additional equipment or services in connection with the Common Area and the Exterior Maintenance Area for the benefit of the members of the Association, subject to the budget approval procedures of Section 10.3 below. Such payments to this fund shall not be considered advance payments of Annual Assessments. The working capital contribution shall be returned to

each Owner upon the sale of his Unit; provided, however that the subsequent purchaser of the Unit has contributed the required working capital to the Association.

Section 6.12 Implied Rights. The Association may exercise any and all other rights or privileges given to it by this Declaration, or by the other Association Documents, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association or reasonably necessary to effectuate any such right or privilege.

Section 6.13 Books and Records of the Association. The Executive Board or the Managing Agent, as the case may be, shall keep detailed, accurate records of the receipts and expenditures affecting the Common Area and the Exterior Maintenance Area and shall maintain such other books and records as may be required under the Act. Owners and Mortgagees may inspect the records of receipts and expenditures of the Managing Agent or the Executive Board at convenient weekday business hours. In addition, the other books, records, and papers of the Association, including this Declaration, the Articles and Bylaws, as well as any Management Agreement and any rules and regulations of the Association, shall be available for inspection by any Owner or Mortgagee at all times during convenient weekday business hours.

Section 6.14 LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR THE COMMON AREA AND THE EXTERIOR MAINTENANCE AREA, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 9, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THE COMMON AREA OR THE EXTERIOR MAINTENANCE AREA TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

**ARTICLE 7  
MECHANIC’S LIENS**

Section 7.1 No Liability. If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Area or any Unit other than of such Owner with any mechanic’s lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given) the right and power to charge any lien or encumbrance of any kind against the Common Area or against any Owner or any Owner’s Unit for work done or materials furnished to any other Owner’s Unit are hereby expressly denied.

Section 7.2 Indemnification. If, because of any act or omission of any Owner, any

mechanic's or other lien or order for the payment of money shall be filed against the Common Area or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 7.3 Association Action. Labor performed or materials furnished for the Common Area, if duly authorized by the Association in accordance with this Declaration or its bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against the Common Area. Any such lien shall be limited to the Common Area and no lien may be effected against an individual Unit or Units.

**ARTICLE 8  
PROPERTY RIGHTS OF OWNERS  
AND RESERVATIONS BY DECLARANT**

Section 8.1 Owners' Easements. Every Owner has a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Unit subject to the provisions contained herein. Every Owner shall have a right of access to and from his or her Unit over and across the roadway and/or driveway serving the Unit. No Owner shall hinder nor permit his guest to hinder reasonable access by any other Owner and his guest to the Unit. Subject to the Association's rights of maintenance as provided herein, every Owner possesses the full right of use and enjoyment of the Exterior Maintenance Area related to such Owner's Unit. No Owner has use and enjoyment rights over the Exterior Maintenance Area of another Owner's Unit.

Section 8.2 Recorded Easements. The Property shall be subject to all easements as shown on any recorded plat affecting the Property and to any other easements and licenses of record or of use as of the date of recordation of this Declaration, which easements and licenses of record are set forth on the attached Exhibit C. In addition, the Property is subject to those easements set forth in this Article 8.

Section 8.3 Declarant's Rights Incident to Construction and Marketing. Declarant, for itself and its successors and specific assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials on the Property and to make such other use of the Property as may be reasonably necessary or incident to the complete construction and sale of the Community, including, but not limited to, construction trailers, temporary construction offices, sales offices, and directional and marketing signs; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, or family members, guests, tenants, or invitees of any Owner. Declarant, for itself and its successors and specific assigns, hereby retains a right to maintain any Unit or Units as sales offices,

management offices, or model residences so long as Declarant, or any Successor Declarant, continues to own, lease, or control a Unit. The use by Declarant of any Unit as a model residence, office, or other use shall not affect the Unit's designation on the Plat as a separate Unit.

Section 8.4 Other Easements.

8.4.1 Each Unit shall be subject to an easement for encroachments created by construction, settling and overhang, previously existing or as designed and constructed by Declarant or as a result of any addition or improvement pursuant to this Declaration including, without limitation, any patios and decks encroaching into the Common Area or an adjacent Lot. A valid easement for such encroachments and for the maintenance of same, so long as they exist, shall and does exist. In the event any improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

8.4.2 Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or landscape improvements presently situated, or to be built in the future, on the Units.

8.4.3 There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Units and the structures and improvements situated thereon for ingress and egress, driveways, installation, replacing, repairing and maintaining a common landscape irrigation system and common fire safety system, if any, and all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity. Said blanket easement includes future utility services not presently available to the Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for Declarant or the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the unimproved portions of the Lots, all in a manner customary for such lines and equipment in the area surrounding the Property, subject to approval by the Association as to locations.

8.4.4 The Units are served by common access roads, and there is granted hereby a non-exclusive easement to the Owners for ingress and egress purposes over and across those portions of the Common Area which are used as such common road. No Owner shall hinder nor permit his guest to hinder reasonable access by any other Owner and his guest to the Units and any parking areas.

Section 8.5 General Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association, and any member of the Executive Board or the Managing Agent, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs, to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents, or to exercise its rights under Article 5 and Article 6 above, including the right to enter upon any Unit



for the purpose of performing maintenance to the exterior of any Residence, as set forth in Article 5 and Article 6 above.

Section 8.6 Drainage and Irrigation Easement. An easement is hereby reserved to Declarant and its successors and assigns and granted to the Association and its officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under any portion of the Community for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property, or changing any portions of the irrigation system, so as to improve the drainage of water on the Property

Section 8.7 Association as Attorney-in-Fact. Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Unit, does irrevocably constitute and appoint the Association and/or Declarant with full power of substitution in the Owner's name, place and stead to deal with Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Owner and to take any other action which the Association or Declarant may consider necessary or advisable to give effect to the provisions of this Section and this Declaration generally. If requested to do so by the Association or Declarant, each Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

Section 8.8 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

Section 8.9 Reservation of Easements, Exceptions, and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Area, for purposes including, but not limited to, streets, paths, walkways, drainage, retaining walls, recreation areas, parking areas, ducts, shafts, flues, and conduit installation areas, to create other reservations, exceptions, and exclusions with respect to the Common Area for the best interest of all the Owners and the Association.

Section 8.10 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 8.11 Governmental Requirements. Declarant hereby reserves the right to grant such easements, from time to time, as may be required by any government agency. Such easements shall specifically include, but not be limited to, any public rights-of-way and any environmental easements required by federal, state or local environmental agencies, for so long as the Declarant holds an interest in any Unit subject to this Declaration.

Section 8.12 Declarant Easements. Declarant reserves unto itself, its successors, assigns, lessees, guests, licensees and invitees, for so long as it holds any interest in any Unit, the same easement rights granted to Owners under this Declaration and specific easement rights over and across the Property as it may deem necessary for its use from time to time. Declarant reserves (a) the right to dedicate any access roads and streets serving the Property to public use,

to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, or the Association.

**ARTICLE 9  
INSURANCE AND FIDELITY BONDS**

Section 9.1 General Insurance Provisions. The Association shall maintain, to the extent reasonably available:

9.1.1 Property insurance on the Common Area for special form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement costs of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, paving areas, landscaping and other items normally excluded from property policies. Such insurance shall cover all insurable improvements located on or constituting part of the Common Area.

9.1.2 Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area, the Exterior Maintenance Area and the Association, in an amount deemed sufficient in the judgment of the Executive Board, insuring the Executive Board, the Association, the Managing Agent, and their respective employees, agents, and all persons acting as agents. Declarant shall be included as an additional insured in Declarant’s capacity as an Owner and Executive Board member. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area and the Exterior Maintenance Area. The insurance shall cover claims of one or more insured parties against other insured parties.

9.1.3 The Association may carry such other and further insurance that the Executive Board considers appropriate, including insurance on Units that the Association is not obligated to insure to protect the Association or the Owners.

Section 9.2 Cancellation. If the insurance described in Section 9.1 is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be delivered to all Owners.

Section 9.3 Policy Provisions. Insurance policies carried pursuant to Section 9.1 must provide that:

9.3.1 Each Owner is an insured person under the policy with respect to liability arising out of such Owner’s membership in the Association;

9.3.2 The insurer waives its rights to subrogation under the policy against any Owner or member of his household;

9.3.3 No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

9.3.4 If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 9.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 9.7 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 9.5 Association Policies. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all or any equitable portion of the deductibles paid by the Association.

Section 9.6 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Section 9.1 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

Section 9.7 Insurance Obtained by Owners. Each Owner shall obtain and at all times maintain at such Owner's expense the following:

9.7.1 Physical damage insurance for the full replacement value of the Unit, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of those items normally excluded from property policies. The insurance coverage shall include the full replacement value of the Owner's fixtures, personal property and upgrades or modifications made to the Owner's Residence.

9.7.2 Personal liability insurance in a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to personal property, and if higher limits shall at any time be customary to protect against tort liability such higher limits shall be carried.

9.7.3 An Owner may obtain such other and additional insurance coverage on the Unit as such Owner in the Owner’s sole discretion shall conclude to be desirable.

9.7.4 Any insurance obtained by an Owner shall include a provision waiving the particular insurance company’s right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit. No Owner shall obtain separate insurance policies on the Common Area.

Section 9.8 Repair and Replacement.

9.8.1 Any portion of the Property for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly unless:

9.8.1.1 The regime created by this Declaration is terminated;

9.8.1.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

9.8.1.3 Sixty-seven percent (67%) of the Owners and all directly adversely affected Owners agree in writing not to rebuild; or

9.8.1.4 Prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a deed of trust or mortgage on the damaged improvements rightfully demands all or a substantial part of the insurance proceeds.

9.8.2 The cost of repair or replacement of Common Area in excess of insurance proceeds and reserves is a Common Expense. If the entire Common Area is not repaired or replaced, the insurance proceeds attributable to the damaged Common Area must be used to restore the damaged area to a condition compatible with the remainder of the Community and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear on an equal per-Unit basis.

Section 9.9 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

Section 9.10 Fidelity Insurance. Fidelity bonds shall be maintained by the Association, to extent reasonably available, to protect against dishonest acts on the part of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than two (2) months’ current Assessments plus reserves as calculated from the then-current budget of the Association. The Association must also secure and maintain, or require to be secured or maintained by any parties handling the collection, deposit, transfer, or disbursement of Association funds, fidelity insurance with aggregate coverage of not less than two (2) months’ assessments plus reserves as calculated from the then-current budget of the Association; provided, however, in no event shall the coverage for third parties handling the collection, deposit, transfer, or disbursement of Association funds be less than \$50,000. In addition all funds and accounts of the Association being held by a Managing Agent or other third persons

shall be kept in an account separate from the funds of other parties held by such Managing Agent or third party, and all reserves of the Association shall be kept in an account separate from the operational account of the Association. Any such fidelity coverage shall name the Association as an obligee and such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees,” or similar terms or expressions.

Section 9.11 Worker’s Compensation Insurance. The Executive Board shall obtain worker’s compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

Section 9.12 Other Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association’s responsibilities and duties.

**ARTICLE 10  
ASSESSMENTS**

Section 10.1 Obligation. Each Owner, including Declarant, by accepting a deed for a Unit, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Executive Board as necessary to meet the Common Expenses of maintenance, operation, and management of the Common Area and the Exterior Maintenance Area and to perform the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; (3) Individual Purpose Assessments for matters applicable only to fewer than all of the Units; and (4) Default Assessments which may be assessed against a Unit for the Owner’s failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Area or the facilities contained in the Common Area or by abandoning or leasing his Unit. In accordance with Section 38-33.3-315(1) of the Act, Declarant shall pay all Common Expenses until the Association levies its first Assessment to Owners. In the event Assessments have not first been levied by the Association at the time of any conveyance of a Unit from Declarant to an Owner, then that Owner shall not be obligated for Common Expenses until the first levy of Assessments, which the Association may effect at any time upon written notice to Owners.

Section 10.2 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of Minturn North, and for the improvement and maintenance of the Common Area and the Exterior Maintenance Area, and other areas of Association responsibility referred to herein, as more fully set forth in this Article below.

Section 10.3 Budget. Within ninety (90) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the

Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as provided in the Bylaws. The Executive Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by more than fifty percent (50%) of all Owners. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Owners. The Executive Board shall levy and assess the Association's annual Assessments in accordance with the annual budget.

Section 10.4 Annual Assessments. Annual Assessments for Common Expenses made shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Area and Exterior Maintenance Area; expenses of management; insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping of the Property; care of grounds within the Common Area and Exterior Maintenance Area; routine repairs and renovations within the Common Area and Exterior Maintenance Area; wages; common water and utility charges for the Common Area and Exterior Maintenance Area; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements within the Common Area and Exterior Maintenance Area on a periodic basis, as needed.

Annual Assessments shall be payable in quarterly installments on a prorated basis in advance and shall be due on the first day of each calendar quarter. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Executive Board, the Annual Assessments and any Special Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Executive Board may otherwise direct in any Management Agreement, without notice (except for the notices required by this Article 10), on the first day of each quarter. If any installment (a) remains unpaid fifteen (15) days after the due date, then the Executive Board may assess a "late charge" on the installment in an amount of eight percent (8%) of the installment (or of the amount outstanding on such installment, if less) or such other charge as the Executive Board may fix by rule from time to time, and (b) remains unpaid thirty (30) days after the due date, then the Executive Board may also assess default interest equal to 1% of such assessment per month, or such other rate of default interest as the Executive Board may fix by rule from time to time, which default interest shall be imposed on the first day of each calendar month, so long as the assessment remains unpaid. An Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a quarter or other applicable payment period.

Section 10.6 Apportionment of Annual Assessments. As shown on **Exhibit B**, each Owner shall be responsible for that Owner's share of the Common Expenses, which shall be divided among the Units in accordance with the following formula: Owners of Unit Nos. 1-33 shall be responsible for 96% of the Common Expenses divided equally among the Unit Nos. 1-33, and Owners of Unit Nos. 34-39 shall be responsible for 4% of the Common Expenses divided equally among the Unit Nos. 34-39.

Section 10.7 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Area or Exterior Maintenance Area or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for Annual Assessments in Section 10.6, subject to the requirements that any extraordinary maintenance, repair or restoration work on fewer than all of the Units shall be borne by the Owners of those affected Units only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Residence or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. Special Assessments shall be based on a budget adopted in accordance with Section 10.3 above provided that, if necessary, the Association may adopt a new budget pursuant to Section 10.3 prior to levying a Special Assessment. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 10.8 Individual Purpose Assessments. In addition to the Annual and Special Assessments as hereinabove provided, the Board of Directors of the Association may at any time, or from time to time, levy and collect Assessments against any one or more, but fewer than all, of the Units, for any matters applicable only to such Units ("Individual Purpose Assessments"). Such Individual Purpose Assessments may be levied against Units to pay or reimburse the Association for any costs, expenses, fees, reserves, and other charges, incurred or reasonably anticipated to be incurred by the Association, for management, control, administration, maintenance, repair, replacement and improvement, or any other purpose, of or with respect to any matter pertinent to the Unit(s) against which such Individual Purpose Assessment is levied. Without limiting the foregoing, such Individual Purposes Assessment may include insurance premiums pertaining to fire and extended coverage insurance for individual Units, cable service, trash removal service and costs and expenses, including fines, incurred to enforce compliance with this Declaration. The amounts determined, levied and assessed pursuant to this Section 10.8 shall be due and payable as determined by the Board of Directors of the Association provided that written notice setting forth the amount of such Individual Purpose Assessment for each Unit and the due date(s) for payment thereof shall be given to the Owners or the affected Units not less than thirty (30) days prior to the due date.

Section 10.9 Default Assessments. All monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorney's fees and disbursements incurred by the Association in connection with the collection of Annual, Special, and Individual Purpose Assessments or in connection with the enforcement of the terms,

conditions and obligations of the Association Documents assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents shall become a Default Assessment assessed against the Owner's Unit. Notice of the amount and due date of such Default Assessment shall be sent to the Owner prior to enforcing any remedies for non-payment hereunder.

Section 10.10 Lien for Assessments. The Annual, Special, Individual Purpose, and Default Assessments (including installments of the Assessments) arising under the provisions of this Declaration (together with any and all interest, costs, late charges, expenses, and reasonable attorneys' fees, including legal assistants' fees, which may arise under the provisions of Section 10.10 below) shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Unit to which such Assessments apply in accordance with Section 38-33.3-316 of the Act. To further evidence such lien upon a specific Unit, the Association may, but shall not be obligated to, prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as described in Section 10.5 above, the name of the Owner or Owners of the Unit, and any and all other information that the Association may deem proper. Any such lien notice shall be signed by a member of the Executive Board, an officer of the Association, or a Managing Agent and shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied.

Section 10.11 Effect of Nonpayment of Assessments. If any Annual, Special, Individual Purpose, or Default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (i) interest shall accrue on any amount of the Assessment which was not paid within such 30-day period or on the amount of Assessment in default, whichever shall be applicable, accruing from the due date until date of payment in the manner described in Section 10.5 above, (ii) the Association may declare due and payable all unpaid quarterly or other installments of the Annual Assessment or any Individual Purpose or Special Assessment otherwise due during the fiscal year during which such default occurred, (iii) the Association may thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same, and (iv) the Association may proceed to foreclose its lien against the particular Unit in the manner and form provided by Colorado law for foreclosure of real estate mortgages.

An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. If any such Assessment (or installment thereof) is not fully paid when due and if the Association commences such an action (or counterclaims or cross-claims for such relief in any action) against any Owner personally obligated to pay the same, or proceeds to foreclose its lien against the particular Unit, then all unpaid installments of Annual, Individual Purpose, and Special Assessments and all Default Assessments (including any such installments or Assessments arising during the proceedings of such action or foreclosure proceedings), any late charges under Section 10.5 above, any accrued interest, and the Association's costs, expenses,



and reasonable attorneys' fees (including legal assistants' fees) incurred for any such action and/or foreclosure proceedings shall be taxed by the court as part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the particular Unit in satisfaction of the Association's lien.

Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent Default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, or mortgage the Unit, and to convey or otherwise deal with the Unit acquired in such proceedings.

First Mortgagees shall be entitled to cure any delinquency of the Owner of a Unit encumbered by the First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 10.12 Successor's Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Unit to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, all successors in interest to the fee simple title of a Unit, except as provided in Section 10.12 and Section 10.13 below, shall be jointly and severally liable with the prior Owner or Owners of the Unit for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Unit, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. However, such successor in interest shall be entitled to rely upon the existence and status of unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees as shown upon any certificate issued by or on behalf of the Association to such named successor in interest pursuant to the provisions of Section 10.13 below.

Section 10.13 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended. The Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

10.13.1 Real property ad valorem taxes and special assessment liens duly imposed by a Colorado governmental or political subdivision or special taxing district, or any other liens made superior by statute;

10.13.2 To the extent permitted under the Act, after taking into account the superiority of a certain amount of assessment liens permitted by Section 38-33.3-316(2) of the Act, the lien of any First Mortgage, including any and all advances made by the First Mortgagee and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's liens; and

With respect to the foregoing subpart 10.12.2, to the extent permitted under the Act, any First Mortgagee who acquires title to a Unit by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Association Assessments, interest, late charges, costs, expenses, and attorneys' fees against the Unit which accrue prior to the time such First Mortgagee or purchaser acquires title to the Unit, and the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense at the direction of the Executive Board.

All other persons not holding liens described in Section 10.12 above and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's future liens for Assessments, interest, late charges, costs, expenses, and attorneys' fees as provided in this Article 10, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

A sale or other transfer of any Unit, including but not limited to a foreclosure sale, except as provided in Section 10.11 above and except as provided in Section 10.13 below, shall not affect the Association's lien on such Unit for Assessments, interest, late charges, costs, expenses, and attorneys' fees due and owing prior to the time such purchaser acquires title and shall not affect the personal liability of each Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser or transferee of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.14 Statement of Status of Assessments. Upon fourteen (14) calendar days written request (furnished in the manner described below for the response to such request) to a Managing Agent, the Executive Board, or the Association's registered agent and payment of a reasonable fee set from time to time by the Executive Board, any Owner, prospective purchaser of a Unit, or Mortgagee shall be furnished, by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) a statement of the Owner's account setting forth:

10.14.1 The amount of any unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Unit;

10.14.2 The amount of the current installments of the Annual Assessment and the date that the next installment is due and payable;

10.14.3 The date of the payment of any installments of any Special or Individual Purpose Assessments then existing against the Unit; and

10.14.4 Any other information deemed proper by the Association.

Upon the issuance of such a certificate signed by a member of the Executive Board, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is

addressed and who rely on the certificate in good faith. Unless such a statement of status of Assessments is delivered as described above within said fourteen (14) calendar day period, the Association shall have no right to assert a priority lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

**ARTICLE 11  
ASSOCIATION AS ATTORNEY-IN-FACT**

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to Article 9, upon their damage or destruction as provided in Article 12, or a complete or partial taking as provided in Article 13 below. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. The Association may exercise its authority as attorney-in-fact for any purpose permitted pursuant to this Declaration only if, in each and every instance where such exercise is so permitted, the Executive Board approves the exercise of such authority by the affirmative vote of a majority of the voting Directors. If the Executive Board fails to so approve any exercise of authority as attorney-in-fact, the Association shall have such authority as it may have pursuant to the Act.

**ARTICLE 12  
DAMAGE OR DESTRUCTION**

Section 12.1 The Role of the Executive Board. Except as provided in Section 12.4, in the event of damage to or destruction of all or part of any Common Area improvement, or other property covered by insurance written in the name of the Association under Article 9, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 9 is sometimes referred to as the "Association-Insured Property").

Section 12.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article 12 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the insurance trustee, if any, determines to be necessary.

Section 12.3 Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured

Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 12.4 Funds for Repair and Reconstruction; Insufficient Funds. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the Association-Insured Property. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may (in addition to applying replacement reserve funds, at its discretion), pursuant to Section 10.7, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

Notwithstanding the foregoing or any contrary provision in this Article 12, in the event that insurance proceeds are insufficient to pay the estimated cost of repair, replacement or reconstruction of the Association-Insured Property based on the estimate or estimates of the costs to complete same, then Owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association (other than Declarant) and sixty-seven percent (67%) of all directly adversely affected Owners may agree in writing not to repair and reconstruct the damaged improvements or may adopt a plan for the construction of alternative improvements. Any Association-Insured Property not reconstructed shall be restored to its natural state and maintained by the Association in a neat and attractive condition. Any remaining insurance proceeds shall be distributed in accordance with the Act.

Section 12.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Unit, first to the Mortgagees and then to the Owners, as their interests appear.

Section 12.6 Repairs. All repairs and reconstruction contemplated by this Article shall be performed substantially in accordance with this Declaration, the Plat of the Community and the original plans and specifications for the Community, unless other action is approved by the Association in accordance with the requirements of this Declaration and the other Association Documents.

Section 12.7 Notice of Damage or Destruction. In the event that any portion of the Community is substantially damaged or destroyed by fire or other casualty, then written notice of

the damage or destruction shall be given by the Association to each Owner and First Mortgagee of the affected Units within a reasonable time following the event of casualty damage.

**ARTICLE 13  
CONDEMNATION**

Section 13.1 Rights of Owners. Whenever all or any part of the Common Area shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Area is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 13.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for those Owners for whom use of the Common Area was conveyed and, unless otherwise required under the Act, the award shall be disbursed as follows:

13.2.1 If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Owners who represent at least two-thirds (2/3rds) of the votes of all of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such improvements are to be repaired or restored, the provisions in Article 12 above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Unit among the Owners, first to the Mortgagees and then to the Owners, as their interests appear.

Section 13.3 Complete Condemnation. If all of the Property is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area shall be distributed as provided in Section 12.5 above.

Section 13.4 Notice of Condemnation. In the event that any portion of the Community shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

**ARTICLE 14  
[OMITTED AS INAPPLICABLE]**

## ARTICLE 15 USE RESTRICTIONS

Section 15.1 Residential Use. All Units shall be used for residential dwelling purposes only, in conformity with all zoning laws, ordinances and regulations; provided, however, a Unit may be used for business activities if, and only if, any such activity (a) is incidental to the Unit's residential use and is lawful and complies with all zoning requirements and other applicable laws and ordinances, (b) employs no outside employees, (c) is conducted entirely within the Unit, with no visible signage whatsoever, (d) is not detectable to any extent from outside the Unit by sight, sound, smell or otherwise, (e) requires no parking or the physical presence of clients or customers and requires no repeated or continual delivery or shipping services, and (f) conforms to any rules and regulations adopted by the Board of Directors from time to time. Notwithstanding the foregoing, Units owned, leased or controlled by Declarant may be used as a sales office, management office, rental management office, storage facility, and/or such other uses as may be permitted under the Act.

Section 15.2 Restrictions on Leasing; Prohibition on Timesharing. An Owner shall have the right to lease his or her Unit upon such terms and conditions as the Owner may deem advisable, subject to the following limitations and requirements (which limitations and requirements shall similarly apply to any subleases by tenants of any Owner):

15.2.1 Compliance with Laws. Any lease, sub-lease or rental agreement related to a Unit must be in compliance with all laws, ordinances and regulations.

15.2.2 Nuisances. Each Owner of a Unit providing overnight rental services is advised of the restrictions of Section 15.8 hereof (Nuisances), which restrictions and associated remedies as set forth in this Declaration are enforceable against the Owner.

15.2.3 Prohibition on Timesharing. No Unit may be used for the creation of "time share estates" as defined in C.R.S. § 38-33-110 or any other time share, fractional interest or similar real estate interest in a Unit.

15.2.4 Owner and Tenant Liability. Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration and all governing documents of the Association (copies of which are to be furnished to the lessee of the Unit by the Owner thereof). Both the Unit Owner and the tenant(s) shall be jointly and severally liable to the Association for any and all violations caused by said tenants. Leasing of a Unit shall not relieve the Unit Owner of his or her rights, responsibilities and obligations under this Declaration and other governing documents, including, but not specifically limited to, the duty to pay Assessments, and the same shall be as fully enforceable as to such Unit Owner as though such Unit Owner were itself occupying such Unit.

Section 15.3 Conveyance of Units. All Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, as the same may be amended from time to time.

Section 15.4 Use of Common Area and Exterior Maintenance Area. There shall be no obstruction of the Common Area or the Exterior Maintenance Area, nor shall anything be kept or stored on any part of the Common Area or the Exterior Maintenance Area by any Owner without the prior written approval of the Association. Notwithstanding the foregoing, patio furniture, planters and other items appropriate for use and display on patios, porches and front walkways may be kept in those portions of the Common Area and Exterior Maintenance Area designed for such uses, unless the Association requests that such items be moved or removed.

Section 15.5 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Area, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Community or in an increase in the rate of the insurance on all or any part of the Community over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Area which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Property. No damage to or waste of the Common Area shall be committed by any Owner, or by any member of the Owner's family, or by any guest, lessee, invitee, or contract purchaser of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him, the members of his family, or his guests, lessees, invitees, or contract purchasers. Failure to so indemnify shall be a default by such Owner under this Section, and such amount to be indemnified shall automatically become a Default Assessment determined and levied against such Unit. At its own initiative or upon the written request of any Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a Default Assessment as provided in Sections 10.8, 10.9, and 10.10 above.

Section 15.6 Restriction on Signs. Except as otherwise provided in Section 15.10 and subject to applicable law, no signs or advertising of any kind shall be erected or maintained anywhere within the Community, including, without limitation, signage advertising a Unit being for sale, rent or lease placed in the windows of a Unit or otherwise inside such Unit where the same is visible from outside of the Unit, or placed on any other portion of the exterior of an Owner's Unit or in any portion of the Common Area, except for those signs permitted by law or otherwise specifically approved by the Executive Board.

Section 15.7 Regulation of Pets. Subject to applicable law, the Executive Board shall have full and absolute authority to adopt and enforce rules and regulations related to pets within Minturn North, including, without limitation, the prohibition of pets by tenants or of pets deemed dangerous, exotic or a threat to the well-being of people or other animals or otherwise being possessed of a disposition that is unreasonably annoying to other residents. The Executive Board may take such action or actions as it deems reasonably necessary to correct any violation, including, after notice and the opportunity for a hearing as provided in the Responsible Governance Policies of the Association, directing permanent removal of the animal(s) from the Community and/or the imposition of fines during any period of violation. Notwithstanding the foregoing, all Owners shall comply with the Wildlife Plan attached hereto as **Exhibit G**, which Wildlife Plan may only be amended with the prior written consent of the Colorado Division of Wildlife, as well as any additional more restrictive rules, laws, or regulations which conflict with

this Section implemented by the Colorado Department of Wildlife or any other governmental or quasi-governmental entity.

Section 15.8 Nuisances and Unsightliness. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to others, endanger the health or safety of other Owners, violate the law or any other provision of this Declaration or the governing documents of the Association, or otherwise detract from the Community’s value as an attractive residential community. Subject to applicable law, the Executive Board shall each have full and absolute authority to adopt and enforce rules and regulations related to nuisances, unsightliness and/or hazardous activities or conditions within Minturn North. The Executive Board may take such action or actions as it deems reasonably necessary to correct any violation, including, after notice and the opportunity for a hearing as provided in the Responsible Governance Policies of the Association, directing permanent removal of the offending item(s) from the Community and/or the imposition of fines during any period of violation.

Section 15.9 Antennas and Satellite Dishes. No satellite dishes, antennas and similar devices for the transmission or reception of television, radio, satellite or other signals of any kind (hereinafter, a “Reception Device”) shall be permitted upon the exterior of any Unit within Minturn North except as permitted by law or otherwise expressly approved by the Executive Board.

Section 15.10 Declarant’s Exemption. Nothing contained in this Declaration shall be construed to prevent (i) the exercise by Declarant of any special declarant rights (as that term is defined in the Act); or (ii) the erection or maintenance by Declarant or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of property within Minturn North; provided, however, that Declarant shall comply with all applicable laws in the exercise of the rights in this Section.

**ARTICLE 16**  
**MISCELLANEOUS MATTERS AND OWNER ACKNOWLEDGEMENTS**

Section 16.1 Architectural Control. No exterior or structural addition, attachment, change or alteration to any Residential Unit or its landscaping, irrigation system or other exterior improvement shall be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved by the Town of Minturn or any other governmental or quasi-governmental body having jurisdiction over the Property.

Section 16.2 General Reservation. Subject to any applicable restrictions under the Act, Declarant reserves the right to dedicate any access roads, streets and/or sidewalks serving the Community for and to public use and to allow such improvements to be used by owners of adjacent land.

Section 16.3 No Use of Trademark. The term “Minturn North” is a service mark and trade name of Declarant. Each Owner, by accepting a deed to a Unit, covenants and agrees that



such Owner shall not use the terms “Minturn North” without the prior written permission of Declarant.

Section 16.4 Acknowledgements. Each Owner is hereby advised of, and acknowledges and understands, the following matters affecting Minturn North and the Owners’ use and enjoyment thereof:

16.4.1 Public Parking. Owners acknowledge that portions of the Property and areas immediately adjacent to the Property are designated for public parking and public access to Game Creek Trail. The parking along Taylor Ave. associated with the Game Creek Trail shall not be used by Owners and their guests as overflow parking or for the parking of work or recreational vehicles or trailers.

16.4.2 Ongoing Construction. Construction may be ongoing within the Community or in other projects being developed in the neighborhood and Owners may experience construction-related impacts, inconveniences and disruptions, such as, but not limited to: traffic, noise, detours, congestion, dust, and dirt during the course of ongoing construction within the Community and surrounding areas.

16.4.3 Lighting. Owners may experience light entering the Unit from street lighting, commercial lighting, LED signs and displays, and other lighting in the vicinity of Minturn North.

16.4.4 Amenities. No interest in or right to use any amenity located on or near Minturn North shall be conveyed to an Owner pursuant to this Declaration. The owners of nearby facilities shall have the right, in their sole discretion, to remove, relocate, discontinue operation, restrict access to, charge fees for the use of, sell interests in or otherwise deal with such assets in their sole discretion without regard to any prior use of or benefit to any residents of Minturn North.

16.4.5 No View Easement. Owners acknowledge and accept that there is no easement or other right, express or implied, for the benefit of an Owner or a Unit for light, view or air included in or created by this Declaration or as a result of Owner owning a Unit.

16.4.6 Railroad Activities. The properties within Minturn North PUD are subject to a restrictive covenant benefitting Union Pacific Railroad Company and is binding on the Owner of each Unit, its heirs and/or successors and assigns. The restrictive covenant is attached as **Exhibit D**.

16.4.7 Unit Nos. 1-33 Restrictive Covenant. Unit Nos. 1-33 are subject to a restrictive covenant benefitting the Town of Minturn and is binding on the Owner of each Unit, its heirs and/or successors and assigns. The restrictive covenant is attached as **Exhibit E**.

16.4.8 Unit Nos. 34-39 Restrictive Covenant. Unit Nos. 34-39 are subject to a restrictive covenant benefitting the Town of Minturn and is binding on the Owner of each Unit, its heirs and/or successors and assigns. The restrictive covenant is attached as **Exhibit F**.

16.4.9 Other Property Uses. Owner acknowledges that other properties

located in the vicinity of Minturn North may be developed pursuant to the land uses and restrictions set forth in the applicable zoning and land use documentation, which zoning and/or land use documentation may be amended from time to time, with no representation being made herein concerning the planned uses of such other properties. Purchaser further acknowledges that certain nearby developments contain or may contain certain rental or for-sale restrictions intended to maintain the affordability of units within such developments, which restrictions may include, without limitation, income limits, residency and owner-occupancy requirements and limits on price appreciation.

16.4.10 Rules and Regulations. All Owners are given notice that use of their Units and the Common Area is limited by the rules and regulations as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of the Owner’s Unit can be affected by this provision and that the rules and regulations may change from time to time.

16.4.11 Access Road. The main access roads within the Community are private, are maintained by the Association and is subject to rules and regulations of the Association.

16.4.12 Declarant Solely Responsible for Obligations. Declarant is part of the family of related but independent companies affiliated with Minturn North Land Company, LLC. “Minturn North Land Company” is a service mark of Minturn North Land Company, LLC. Declarant is a separate, single-purpose entity that is solely responsible for all of its obligations and liabilities, and it is not the agent of any other entity. Any obligation or liability of Declarant shall be satisfied solely from the assets of Declarant.

16.4.13 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado. Additional information regarding radon and radon testing may be obtained from the applicable county public health unit.

16.4.14 Mold. Mold, mildew, fungi bacteria and microbiologic organisms (collectively, “Molds”) are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments, including, without limitation, damp areas such as crawl spaces, attics, bathrooms, within walls and partitions and in basements. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds, there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. Owners are advised to perform their own investigation regarding the presence or potential presence of Molds within the Unit and acknowledge that Declarant will not be responsible for damage caused by Mold.

16.4.15 Development Plans. Declarant may at its discretion at any time, and from time to time without notice, elect for whatever reasons it deems appropriate in its sole and absolute discretion to (a) notwithstanding any proposed development or site plan for the Community, change such development plan or the style, design, size, price, materials,

specifications, number of units, or any other feature or attribute of lots or residences Declarant owns or may build within the Community or in the vicinity of the Project, (b) change the timing of its construction of any other residences or decide not to build at all any or all other residences contemplated by any development plan related to the Community, and/or (c) use any method of marketing to sell, lease or otherwise dispose of any or all of its remaining or future inventory of lots or residences within the Community, including the use of incentives, concessions, price reductions, lot sale programs, bulk sales, or other promotions and techniques without any obligation to offer any comparable benefits to Owner. Declarant cannot be responsible for fluctuations in the market for the price of homes or for other market conditions affecting the Community, and Declarant has the absolute right to respond to market demands.

16.4.16 No Environmental Representation. OWNERS ACKNOWLEDGE AND AGREE THAT DECLARANT HAS NOT MADE, AND OWNERS HEREBY SPECIFICALLY DISCLAIM, ANY WARRANTY OR REPRESENTATION CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS PERTAINING TO THE LOT, THE RESIDENCE OR THE COMMUNITY.

**ARTICLE 17  
DECLARANT’S RIGHTS REGARDING TRANSFER**

Any right or any interest reserved or contained in this Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more other such rights or interests, to any person, corporation, partnership, association or other entity, by written instrument executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk of Eagle County, Colorado. Upon such recording, Declarant’s rights and obligations under this Declaration shall cease and terminate to the extent provided in such instrument.

**ARTICLE 18  
ALTERNATIVE DISPUTE RESOLUTION**

Section 18.1 IMPORTANT NOTICE: Agreement to Encourage Resolution of Disputes; Exclusive Procedures; Statutes of Limitation. Declarant, the Association, its officers and directors, all Owners, and any Person not otherwise subject to the Declaration but who agree to submit to the procedures set forth in this Article (these “Procedures”), including all construction professionals, architects, contractors, subcontractors, developers, builders, builder vendors, engineers, inspectors and others who performed or furnished any engineering, design, planning, supervision, inspection, construction or observation of the construction of any improvement in the Community (each of the foregoing being referred to as a “Party”), hereby agree to encourage the amicable resolution of disputes involving the Community and all of its improvements without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims, as defined below, each alleges to have to the Procedures set forth herein and not to a court of law. **All Parties hereby agree to the mandatory mediation and arbitration of all Claims as set forth in this Article and irrevocably waive any right to trial of any Claim by jury or otherwise in a court of law.**

**Each Party agrees that these Procedures shall be the sole and exclusive remedy that**

**each Party shall have for any Claim.** Should any Party commence litigation or any other action against any Party in violation of the terms of this Article, such Party shall reimburse all costs and expenses, including attorneys' fees, incurred by the other Party in such litigation or action within ten (10) days after written demand.

The Parties understand and agree that no Claim may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

Section 18.2 Statement of Clarification. Without modifying or restricting the scope of these Procedures and as a statement of clarification only, the intent of these Procedures is to foster constructive dialogue between the Parties, to permit corrective measures to be implemented without the necessity of final settlement documentation, to inform Parties of implications related to certain Claims that may not otherwise be readily apparent to such Parties, and to assist the Parties in resolving Claims, if possible, *before* incurring significant legal and consultant expenses, particularly through the informal Procedures set forth in Section 18.4 below.

Section 18.3 Certain Definitions.

18.3.1 Definition of Claim. As used in this article, the term "Claim" shall mean all claims, disputes and other controversies between one Party and another Party, regardless of how the same may have arisen or on what it might be based, excepting only those matters identified as exclusions in this Section below. Without limiting the generality of the foregoing, "Claim" shall include all claims, disputes or controversies relating to or arising out of, in whole or in part, any of the following: (a) any Agreement for Sale and Purchase between Declarant and any Owner; (b) the Property or the Unit (as defined in any such Agreement); (c) the purchase of the Property or the Unit; (d) the interpretation, application or enforcement of any of the Association Documents; (e) the soils of any property that lie within the Community or the presence of radon and/or mold within any Unit or other areas within the Community; (f) land development, design, construction and/or alteration of any of the improvements within the Community and/or any alleged defect therein; (g) any rights, obligations or duties of any Party under any of the Association Documents or any warranty, whether express, implied or limited, owed by a Party; (h) any limited warranty agreement between Declarant and any Owner and/or the Association; or (i) any breach of any of the foregoing referenced documents.

Notwithstanding the foregoing, the following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the Procedures set forth in this Article: (i) any suit by the Association to collect assessments or other amounts due from any Owner, (ii) any suit or other action by the Association or Declarant to act under or enforce any provisions of this Declaration relating to additions or alteration of improvements by Owners and/or any restrictive covenants or obligations of this Declaration, including any suit to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) or such other ancillary relief as the court may deem necessary, and (iii) any suit between Owners, which does not include Declarant or the Association as a party.

18.3.2 Definition of Defect Claim. Any Claim involving the development,

design, construction and/or alteration of the Community or any improvement within the Community and/or any alleged defect therein, however arising, is referred to herein as a “Defect Claim” and the alleged defect, the “Alleged Defect.” The Association, its officers, directors and members, and Owners generally acknowledge, understand and agree that not every necessary repair or replacement of an improvement within the Community is due to a construction defect and, similarly, Declarant and other construction and design professionals that are Parties hereunder generally acknowledge, understand and agree that not every necessary repair or replacement of an improvement is due to faulty required maintenance of or damage to such improvement. Often, such repair and replacement issues arise from a combination of issues that may or may not include the original design and construction, the level of inspection and maintenance programs (or lack thereof) and the existence of other factors such as unusual weather events or conditions, improper use and/or unforeseen wear and tear. This Article supports a proper evaluation of all factors and encourages a collaborative and comparative approach to responsibility.

18.3.3 Association and Owner Responsibilities. The Association and its Executive Board and each Owner understand and acknowledge the importance of a regular inspection and maintenance program for the Community and the Units therein and shall comply with all maintenance manuals and other documents and recommendations provided to the Association and/or Owners with respect to the inspection, operation and routine maintenance of all systems, equipment, and similar items (including, but not limited to, mechanical, electrical, plumbing, structural and exterior systems and improvements) made part of or serving the Community or its Units. The Association and each Owner shall perform such recommended inspection and maintenance and shall make all necessary repairs and maintenance called for to reasonably address the results of these inspections and to maintain the Community and its Units to a level consistent with its original quality. Further, the Executive Board and each Owner shall cooperate, at no cost or expense to them, with all inspections that may be undertaken by or at the request of the Declarant on or with respect to the Community or its Units and any improvement thereon or therein. The Association and each Owner understand, assume the risk and agree that, if the Association or such Owner fails to follow the inspection, maintenance and repair requirements and standards contained in such manuals or materials delivered to them and such failure causes, whether in whole or in part, damage to the Community or its Units, to any improvement within the Community or to other property, the resulting damage shall not be deemed to be the result of a design or construction defect.

Section 18.4 Informal Procedures.

18.4.1 Association Meetings. For a period of eight (8) years following the recording of this Declaration, notices of Association and director meetings (including notice of agenda items relating to potential Defect Claims) shall be given to Declarant, and Declarant and/or its representative(s) shall be entitled to attend and participate in at least one (1) meeting of the Association’s members to discuss any potential Claim against Declarant. The Declarant and the Executive Board agree to use their respective good faith efforts to engage in constructive dialogue toward the goal of resolving any design or construction concerns.

18.4.2 Initial Notice. Any Party asserting a Claim (“Claimant”) against another Party (“Respondent”) shall give written notice to each Respondent and to the Executive

Board stating Claimant's good faith description of: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim, and (ii) the Claimants' desire to meet with the Respondent to discuss in good faith, ways to resolve the Claim. In that legal and professional fees are discouraged at this stage of these Procedures, no statement as to the legal basis of the Claim or of any proposed remedy is necessary.

18.4.3 Right to be Heard; Negotiation. Any Respondent shall have the right to be heard by the Claimant and, if any Claimant is the Association, by the Members, and the Claimant shall make itself reasonably available upon the request of Respondent to meet in person and to confer for the purpose of resolving the Claim by good faith negotiation. The Parties shall confer and negotiate in good faith toward such resolution for a minimum period of forty-five (45) days after the date that the Claimant has provided notice to each Respondent pursuant to Section 18.4.2 above. Notwithstanding such minimum negotiations period, the Parties are encouraged throughout these Procedures to attempt to resolve any differences between them through ongoing communications and informal dialogue. Any settlement of the Claim through discussion and negotiation shall be documented in writing and signed by the Parties in the manner described in Section 18.6.4 below.

18.4.4 Right to Inspect, Cure and Correct. Any Respondent shall have the right (without obligation), before the institution by the Claimant of binding arbitration below, to inspect, cure and correct any improvement or condition within the Community with respect to a Defect Claim, as follows:

18.4.4.1 In addition to other rights and obligations set forth in this Article, a Respondent may elect to inspect the Alleged Defect, in which event the Respondent shall complete the initial inspection and testing within thirty (30) days after the date that the Claimant has provided notice to each Respondent pursuant to Section 18.4.2 above, and at a mutually agreeable date and time. The Respondent shall bear all costs of inspection and testing, including any damage caused by the inspection and testing. Before entering onto the Community for the inspection, the Respondent shall supply the Claimant with proof of liability insurance coverage. The Respondent shall, upon request, allow the inspection to be observed and recorded or photographed. Nothing that occurs during a Respondent's inspection may be used or introduced as evidence to support a defense of spoliation of evidence by the Claimant or any potential party in subsequent litigation.

18.4.4.2 Within sixty (60) days of completion of the initial inspection or testing, the Respondent may elect to repair some or all of the Alleged Defects by sending a written notice of election to repair to the Claimant. Notwithstanding any tolling provided by law, the applicable statutes of limitation and repose on any and all Claims relating to the Alleged Defects shall be tolled (i) from the completion of the initial inspection and/or testing until (a) Respondent's written notice of election to repair, or (b) the expiration of sixty (60) days, whichever is sooner; and (ii) from the date of any written notice of election to repair by Respondent until sixty (60) days after substantial completion of the repairs. This tolling applies to any and all Claims relating to Alleged Defects for which Claimant has given written notice pursuant to subparagraph 18.4.2 (regardless of whether Respondent has elected to repair none, some or all of the Alleged Defects). If the Respondent elects to repair some or all of the Alleged Defects, then (i) Respondent has the right to do so and the Claimant may not, directly or

indirectly, impair, impede or prohibit the Respondent from making repairs; and (ii) until after the substantial completion of the repairs (a) the Claimant shall not file or pursue final binding arbitration (but may pursue mediation), and (b) if the Claimant is the Association, the Claimant shall not undertake the procedures for a consensus vote for Association action set forth in subparagraph 18.5.4. With any notice of election to repair, Respondent shall provide to Claimant a list of the Alleged Defects that Respondent has elected to repair, a detailed explanation of the repair work to be performed and the reasonably expected completion date for the repairs. The notice shall also include the name of any contractors the Respondent intends to employ for the repairs. Claimant shall promptly cooperate with the Respondent to schedule the repairs and provide reasonable access to the Community (including Common Area, Exterior Maintenance Areas and Unit) for the repairs.

18.4.4.3 For the purpose of exercising the rights to inspect, cure, correct and repair set forth above in subparagraphs 18.4.4.1 and 18.4.4.2, Declarant reserves for itself, its designees, the Association and its designees, a perpetual nonexclusive easement of access throughout the Community (including Common Area, Exterior Maintenance Area and Units) to the extent reasonably necessary to exercise such rights.

18.4.4.4 Within ten (10) days after receipt of the Respondent's notice to repair, a Claimant may deliver to the Respondent a written objection to the proposed repair if the Claimant believes in good faith that the proposed repairs will not remedy the Alleged Defect. The Respondent may elect to modify the proposal in accordance with the Claimant's objection, or may proceed with the scope of work set forth in the original proposal.

18.4.4.5 If the Respondent fails to send a notice to repair or otherwise strictly comply with this Section 1.4.4 within the specified time frames, or if the Respondent does not complete the repairs within the time set forth in the notice to repair, the Claimant shall be released from the requirements of this Section 18.4.4 and may proceed with the formal procedures set forth in Section 18.5 below. Notwithstanding the foregoing, if the Respondent notifies the Claimant in writing before the stated completion date that the repair work will not be completed by the completion date, the Respondent shall be entitled to one reasonable extension of the completion date.

18.4.4.6 The Respondent shall notify the Claimant when repairs have been completed. The Claimant shall have ten (10) days following the completion date to have the work inspected to verify that the repairs are complete and satisfactorily resolved the Alleged Defect. A Claimant who believes in good faith that the repairs made do not resolve the Alleged Defect may proceed with the formal procedures set forth in Section 18.5 below.

18.4.4.7 The specific materials and workmanship related to the repair work performed by the Respondent shall be warranted against material defects for a period of one (1) year, which warranty shall be in addition to any express warranties on the original work and shall be subject to the same terms and conditions of the original express warranty, but which repair work shall not be construed to be an "improvement" to real property for purposes of C.R.S. § 13-80-104.

18.4.4.8 Any Alleged Defect discovered after repairs have been completed shall be subject to the same requirements of this Article if the Respondent did not have notice or an opportunity to repair the new Alleged Defect.

18.4.5 No Requirement for Final Settlement to Begin Repairs; Settlement Proposal. The informal Procedures set forth in this Section 18.4 are for the purpose of encouraging early resolution of Claims and no formal written settlement or other agreement shall be required for inspection and corrective work to occur pursuant to Section 18.4.4 above. No Party shall be deemed to have waived any rights or Claims by reason of such corrective work, and the Claimant shall be entitled to monitor the effectiveness of the corrective measures instituted. Alternatively, if the Respondent desires a formal settlement agreement before commencing corrective measures or other action to resolve the subject matter of the Claim, the following Procedures may be employed:

18.4.5.1 Within thirty (30) days following completion of the inspection process, the Respondent may give Claimant written notification of its settlement proposal, including, in the case of a proposal to remedy a Defect Claim, a report of the scope, findings and results of the inspection, the damage caused by the Alleged Defect and a description of and a timetable for the work necessary to remedy the Alleged Defect.

18.4.5.2 Within fifteen (15) days after its receipt of Respondent's settlement proposal, Claimant shall notify Respondent of its acceptance or rejection thereof. Failure to give such notice shall be deemed to be a rejection of the proposal.

18.4.5.3 If the settlement proposal for remedial work is accepted, Claimant and Respondent shall endeavor to document the settlement proposal in writing within thirty (30) days after acceptance, which settlement shall be signed by the Parties in the manner described in Section 18.6.4 below.

18.4.6 Effect of Corrective Work. It is acknowledged and agreed by all Parties and by any guarantors, insurers and/or indemnitors of the Parties that any work conducted pursuant to Section 18.4.4 above (a) is in the nature of corrective or repair work and does not constitute nor shall be asserted or construed to be an "improvement" to real property for purposes of C.R.S. § 13-80-104, and (b) unless part of a written settlement agreement signed by the Claimant and each Respondent, does not constitute nor shall be asserted or construed to be a voluntary payment or assumption of a voluntary obligation without insurer consent under any applicable commercial general liability insurance policy.

18.4.7 Broad Construction. The Procedures set forth in this Section 18.4 shall be designed to encourage the good faith resolution of a Claim or appropriate correction of improvements and the right of the Respondent to be heard and to inspect and correct shall be ongoing and construed liberally throughout all of the Procedures set forth in this Article so as to permit the same, for example but not limitation, as there arise new issues, legal theories, engineering opinions, developments with insurers, and other developments and information, even if after the formal dispute resolution procedures commence as described below. Accordingly, the informal and formal dispute resolution procedures are anticipated to run concurrently from time to time and the Parties agree to reasonably, timely and in good faith cooperate with each other to respond to requests, to permit the rights set forth in these



Procedures and to facilitate the processes of these Procedures toward the goal of a successful and voluntary resolution of Claims.

Section 18.5 Formal Notice and Association Consensus.

18.5.1 Formal Notice. At any time following the forty-five (45) day negotiation period described in Section 18.4.3 above (or following such longer period as the Parties may agree), the Claimant may provide written formal notice to each Respondent stating (i) the nature of the Claim, including if applicable a list of any alleged construction defects and a description, in reasonable detail, of the type and location of such defects, the damages claimed to have been caused thereby, and Respondent's role in the Claim, (ii) the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises), (iii) the date on which the Claim first arose, and (iv) the specific relief and/or proposed remedy sought. Notwithstanding the foregoing or any contrary provision herein, the Claimant shall, in addition to complying with these Procedures, follow the alternative dispute resolution procedures set out in the Construction Defect Action Reform Act, Colo. Rev. Stat. § 13-20-801 et seq., as it may be amended from time to time ("CDARA") with respect to any Defect Claim, and the initial formal notice required under CDARA may be combined with the formal notice of Claim required by this Section 18.5.1.

Formal written notice as provided in this Section, following the satisfaction of the Association Consensus Vote (defined below), if applicable, is required as an express condition to commence the resolution Procedures set forth in Sections 18.6, 18.7 and the Sections following, below.

18.5.2 Association Defect Claims. Notwithstanding any contrary provision herein, no formal notice of Claim under Section 18.5.1 (including, without limitation, a Notice of Claim under CDARA) may be made by a Claimant (a) if the Claim is a Defect Claim which relates, in whole or in part, to the Common Area, to the Exterior Maintenance Area or to any portion of the Units that is the responsibility of the Association to maintain, repair, and replace or to any Defect Claim that the Association intends to assert on its own behalf or on behalf of Owners (referred to herein as an "Association Defect Claim"), and (b) unless and until the Procedures set forth in this Section 18.5 below are satisfied. The Parties understand and agree that the Procedures of this Section 18.5 are essential to the protection of individual Owners who may not understand the implications and effects of the assertion of an Association Defect Claim by the Association, including, without limitation, the possible impact of such Claim on sales of Units within the Community and/or the ability of Owners to borrow funds when an Owner's Unit is being pledged as collateral for the loan.

18.5.3 Power of Attorney to Association. The Association is hereby designated to act as the exclusive representative of all Owners in asserting any Association Defect Claim, and each Owner does hereby appoint the Association to exclusively act as its power of attorney (which power shall be irrevocable) with respect to any Association Defect Claims, including the right to compromise and settle the same. No Owner shall assert an Association Defect Claim except through the Association.

18.5.4 Consensus Vote for Association Action. Notwithstanding anything

contained in these Procedures to the contrary and in addition to any requirements prescribed by law, before asserting a Claim the Association shall do the following:

18.5.4.1 The Executive Board of the Association, following the approval of an Association Defect Claim by a majority of all Directors, shall mail or deliver written notice to each Owner at the Owner's last-known address described in the Association's records containing the following: (a) the nature of the Association Defect Claim, the parties involved, and the relief sought, (b) the expenses and fees that the Executive Board anticipates will be incurred, directly or indirectly, in the prosecuting the Association Defect Claim, including attorney fees and consultant and witness fees and other costs of prosecution of the Claim, (c) the costs, if any, to the Association pursuant to an agreement with its attorney or otherwise that would be incurred if the Association elects at any time not to proceed with the Association Defect Claim, (d) the manner in which the Association proposes to fund the cost of the Association Defect Claim, including any proposed special assessments or use of reserves, (e) the anticipated duration of the Association Defect Claim, the likelihood of its success, and the risks to which the Association is exposed (e.g., an assessment of counter-claims and/or other potential liability to the Association), (f) a reasonable assessment and explanation of the anticipated impact of the Association Defect Claim on the marketability of Units for sale within the Community and the impact on the ability of Owners to refinance and buyers of Units to secure financing, explained for both during the pendency of the Association Defect Claim and after its resolution, together with a prominent statement advising Owners if it is concluded that any such impact does exist, (g) a prominent statement advising Owners that the existence of the Association Defect Claim may represent a material matter requiring legal disclosure to lenders, purchasers, auditors and/or other appropriate parties, and (h) providing proper notice for a meeting of Owners to be held not sooner than thirty (30) days or longer than sixty (60) days after such mailing, at which Owners shall discuss and vote on the Association Defect Claim as described in Section 18.5.4.2 below.

18.5.4.2 The Association Defect Claim must be approved and authorized at the meeting of Owners held pursuant to the notice described in Section 18.5.4.1 above by the written affirmative vote, by ballot or by proxy directing the specific vote of the Owner (but not by proxy granting discretion to the proxy holder as to how to vote), of Owners holding at least sixty-seven percent (67%) of the total voting rights in the Association (the "Association Consensus Vote").

18.5.4.3 The Association Consensus Vote must be obtained within sixty (60) days after the mailing to Owners; otherwise the Owners shall be deemed to have declined to provide their informed consent to the Association Consensus Vote.

18.5.5 Limit on Director and Officer Liability. No director or officer of the Association shall be liable to any person or entity for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for an Association Defect Claim if the following criteria are satisfied: (i) the director or officer was acting within the scope of his or her duties; (ii) the director or officer was not acting in bad faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

18.5.6 Association Approval. Only after an Association Consensus Vote is

successfully secured by the Association in the manner described in this Section 18.5 may the Association deliver a formal notice of the Association Defect Claim to each Respondent in the manner described in Section 18.5.1 above.

#### Section 18.6 Mediation.

18.6.1 Following the formal written notice discussed in Section 18.5.1 above, the Claimant shall have thirty (30) days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the County in which the Community is located, unless otherwise agreed by the Parties. A mediator shall be selected no later than forty-five (45) days after the Claimant has given notice to the Respondent of its submittal to mediation and, if the Association is a Party and the Parties are unable to agree on a mediator, one shall be chosen by the American Arbitration Association. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

18.6.2 If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

18.6.3 If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to submit the Claim to binding arbitration as provided below.

18.6.4 Any settlement of the Claim through mediation or through negotiation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the Procedures set forth in this Article. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

Section 18.7 Final and Binding Arbitration. Upon termination of mediation as provided in Section 18.6.3 above, if Claimant desires to pursue the Claim, Claimant shall have forty-five (45) days to deliver an arbitration notice to Respondent(s) and to initiate final, binding arbitration of the Claim under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. If any Claim is not timely submitted to arbitration, or if Claimant fails to appear for the arbitration proceeding, then the Claim shall be deemed waived and abandoned, and Respondent(s) shall be released and discharged from any and all liability to Claimant arising out of any such Claim. The following arbitration procedures shall be applicable to each Claim that is arbitrated:

18.7.1 The arbitrator must be a person qualified, with applicable industry experience and/or legal experience, to consider and resolve the applicable Claim.

18.7.2 No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration (“Arbitrator Disclosure”). If any Party objects to the service of any arbitrator with fourteen (14) days after receipt of the Arbitrator’s Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected.

18.7.3 The arbitration shall be presided over by a single arbitrator. Notwithstanding any other provision of this Section 18.7, if the Parties are unable to agree upon an arbitrator to resolve a Claim, they shall request from the AAA a list of qualified arbitrators. Promptly following their receipt of the list, the Parties shall meet in person or by telephone and shall follow the AAA procedures of ranking and striking names so as to determine the person who shall serve as the arbitrator. The cost of the list shall be split equally by the Parties.

18.7.4 The arbitrator shall hold at least one hearing in which the Parties, their attorneys and expert consultants may participate. The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted in the County in which the Community is located unless otherwise agreed by the Parties.

18.7.5 Discovery shall be limited to document disclosures as provided by the AAA, and no other discovery shall be conducted in the absence of an order of the arbitrator or express written agreement among all the Parties. The manner, timing and extent of any discovery shall be committed to the arbitrator’s sound discretion, provided that under no circumstances shall the arbitrator allow more depositions or interrogatories than permitted by the presumptive limitations set forth in Federal Rules Of Civil Procedure 30(a)(2)(A) and 33(a). The arbitrator shall levy appropriate sanctions, including an award of reasonable attorneys’ fees, against any Party that fails to cooperate in good faith in discovery agreed to by the Parties or ordered by the arbitrator pursuant to this Section.

18.7.6 The arbitrator may, in his or her reasonable discretion, permit the Parties to submit pre-hearing briefs, post-hearings briefs and/or proposed findings of fact and conclusions of law. The arbitrator shall also have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants, if applicable.

18.7.7 The Parties agree that where any Claim, dispute or other controversy existing between them is submitted to arbitration, and any other Party may have liability with respect thereto, all Parties agree that the third parties may be joined as additional Parties in the arbitration, or if a separate arbitration exists or is separately initiated, to the consolidation of all such arbitrations. By way of example only and not by limitation, in the event of an Alleged Defect, Declarant would have the right to join in the arbitration any design professional, contractor, subcontractor or other third party whose acts or omissions allegedly caused or contributed to the damages alleged by the Claimant.

18.7.8 The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered promptly after the close of the hearing and no later than thirty (30) days from the close of the hearing, unless otherwise agreed by the Parties. The arbitration award shall be in writing and shall be signed by the arbitrator.

18.7.9 Any issue about whether a Claim is covered by this Article shall be determined by the arbitrator. Notwithstanding anything to the contrary, if a Party contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party.

18.7.10 The arbitrator shall apply the substantive law of Colorado and may award injunctive relief or any other remedy available in Colorado.

18.7.11 The award rendered by the arbitrator shall be final and binding, may be filed with any court of competent jurisdiction in the County in which the Community is located in accordance with applicable law and judgment obtained thereon, and execution may issue. If any Party objects to entry of judgment upon any arbitration award entered pursuant to this Section 18.7, the Party that substantially prevails in any ensuing dispute concerning the entry of judgment upon such award shall be entitled to all reasonable attorneys' fees and costs incurred in the enforcement of the award.

18.7.12 The fees and costs of the arbitration, including without limitation the arbitrator and its consultants, shall be borne equally by the Parties.

18.7.13 Except as may be required by law or for confirmation of an arbitration award, neither a Party nor an arbitrator may disclose the existence or contents of any arbitration or arbitration award without the prior written consent of all Parties to the Claim.

Section 18.8 Amendments to this Article; Standing to Enforce. Notwithstanding anything to the contrary contained in this Declaration or any of the Association Documents, the terms and provisions of this Article 18 inure to the benefit of Declarant, are enforceable by Declarant, and shall not ever be amended or nullified without the written consent of Declarant and without regard to whether Declarant owns any portion of the Community at the time of such amendment. BY TAKING TITLE TO A UNIT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 18 ARE A SIGNIFICANT INDUCEMENT TO THE DECLARANT'S WILLINGNESS TO DEVELOP AND SELL THE UNITS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE UNITS FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS. Any amendment made without the requisite written consent of Declarant shall be null and void and shall have no effect. Further, all employees and agents of Declarant and all contractors, subcontractors, architects, engineers and other development professionals associated with the design or construction of any portion of the Community (each a "Third Party Beneficiary") are third-party beneficiaries of this Article and of the terms and conditions contained herein, including without limitation the requirement for binding arbitration, and any Third Party

Beneficiary has standing to enforce the terms and conditions of this Article, including without limitation to compel binding arbitration.

Section 18.9 Reformation. The Parties agree that reliance upon courts of law and equity can add significant costs and delays to the process of resolving Claims. Accordingly, they recognize that an essential part of the Declaration is this Article and its agreement between and among the Parties to provide for the submission of all Claims to informal negotiation and correction efforts, mediation and final and binding arbitration. Therefore, if any court or arbitrator concludes that any provision of these Procedures is void, voidable or otherwise unenforceable, the Parties understand and agree that the court or arbitrator shall reform each such provision to render it enforceable, but only to the extent absolutely necessary to render the provision enforceable and only in view of the Parties' express desire that the merits of all Claims be resolved only by arbitration and, to the greatest extent permitted by law, in accordance with the principles, limitations and procedures set forth in these Procedures.

Section 18.10 Notices; Computation of Time. All notices given or required by these Procedures shall be in writing and shall be deemed given and received (a) when hand delivered to the intended recipient by whatever means; (b) three business days after the same is deposited in the United States mail, with adequate postage prepaid and sent by certified mail, return receipt requested, or (c) one business day after the same is deposited with an overnight courier service of national reputation, with the delivery charges prepaid. In the event any date called for herein falls on a Saturday, Sunday or legal holiday for which U.S. mail service is not provided, such date shall be extended to the next business day following such Saturday, Sunday or holiday.

## ARTICLE 19 MISCELLANEOUS

Section 19.1 Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 19.2 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the provisions of this Declaration and the termination provisions of the Act.

Section 19.3 Amendment. The provisions of this Declaration may be amended or terminated, in whole or in part, from time to time, upon approval of Owners representing sixty-seven percent (67%) or more of the total voting interest in the Association at a meeting of the Owners called for that purpose or by written consent; provided, however, any proposed amendment to this Declaration which affects any right of Declarant shall require the prior written approval of Declarant, in addition to the approval requirements otherwise set forth herein, including, without limitation, in the manner provided in Section 18.8 above. In addition, a majority of the voting Directors of the Executive Board may make, without the approval of the Owners, changes to any Association Documents to the extent necessary to correct a factual error.

Section 19.4 Unilateral Amendment Rights Reserved by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration to the fullest extent permitted under the Act including, without limitation, to correct clerical, typographical or technical errors, or to comply with the requirements, standards, or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

Section 19.5 Recording of Amendments. Any amendment to this Declaration must be executed by the President of the Association and recorded in the Office of the Clerk and Recorder of County of Eagle, Colorado, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment or that no approval of the Owners was necessary.

Section 19.6 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, all as amended, shall be by any proceeding pursuant to Article 18 of this Declaration to the extent required by the terms of this Declaration, or otherwise at law or in equity, against any person or persons, including the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain, and/or prosecute any such proceedings, and the Association shall further have the right (after notice and an opportunity to be heard) to levy and collect fines for the violation of any provision of the aforesaid documents. In any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded under Article 18 or by the Court, as applicable.

Section 19.7 Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 19.8 Conflict of Provisions. In case of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control.

Section 19.9 Nonwaiver. Failure by Declarant, the Association, or any Owner or First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 19.10 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.





**EXHIBIT A**  
**Property Description**

Parcel 1, UPRR Subdivision, according to the Final Plat thereof recorded on \_\_\_\_\_, 202\_\_ as Reception No. \_\_\_\_\_ in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado; less and excepting therefrom Tract C according to the Final Plat Minturn North P.U.D. recorded on \_\_\_\_\_, 202\_\_ as Reception No. \_\_\_\_\_ in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado.

**EXHIBIT B**  
**Table of Allocated Interests**

<u>UNIT</u>	<u>ALLOCATED INTEREST</u>	<u>ALLOCATED VOTES</u>
1	2.91	1
2	2.91	1
3	2.91	1
4	2.91	1
5	2.91	1
6	2.91	1
7	2.91	1
8	2.91	1
9	2.91	1
10	2.91	1
11	2.91	1
12	2.91	1
13	2.91	1
14	2.91	1
15	2.91	1
16	2.91	1
17	2.91	1
18	2.91	1
19	2.91	1
20	2.91	1
21	2.91	1
22	2.91	1
23	2.91	1
24	2.91	1
25	2.91	1
26	2.91	1
27	2.91	1
28	2.91	1
29	2.91	1
30	2.91	1
31	2.91	1
32	2.91	1
33	2.91	1
34	0.67	1
35	0.67	1
36	0.67	1
37	0.67	1
38	0.67	1
39	0.67	1
<b>TOTALS</b>	<b>100%</b>	<b>39</b>

**EXHIBIT C**  
**Easements and Licenses of Record**

9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED JULY 29, 1912 IN BOOK 78 AT PAGE [401](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 128 SERIES OF 1974 RECORDED DECEMBER 20, 1974 IN BOOK 238 AT PAGE [4](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 147 SERIES 1976 RECORDED AUGUST 20, 1976 IN BOOK 248 AT PAGE [178](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEDICATION RECORDED SEPTEMBER 02, 1976 IN BOOK 248 AT PAGE [452](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED MAY 10, 1979 IN BOOK 285 AT PAGE [292](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN QUIT CLAIM DEED RECORDED JANUARY 07, 1980 IN BOOK 297 AT PAGE [22](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 5 SERIES 1981 RECORDED SEPTEMBER 29, 1981 IN BOOK 329 AT PAGE [618](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 128 SERIES 1974 RECORDED DECEMBER 14, 1981 IN BOOK 333 AT PAGE [349](#).
17. THE EFFECT OF DISCLAIMER OF RIGHT, TITLE AND INTEREST TO CERTAIN LAND LYING WITHIN EAGLE COUNTY, RECORDED NOVEMBER 05, 1984, IN BOOK 398 AT PAGE [946](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED MAY 31, 1991 IN BOOK 555 AT PAGE [87](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BARGAIN AND SALE DEED RECORDED FEBRUARY 02, 1996 IN BOOK 687 AT PAGE [268](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 22, 2000 UNDER RECEPTION NO. [746799](#).
21. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2002,

UNDER RECEPTION NO. [799500](#).

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED NOVEMBER 16, 2004 UNDER RECEPTION NO. [897924](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY AGREEMENT RECORDED NOVEMBER 10, 2008 UNDER RECEPTION NO. [200824177](#).
24. EAGLE RIVER FIRE PROTECTION DISTRICT MAP RECORDED DECEMBER 7, 2009 UNDER RECEPTION NO. [200926003](#).
25. MAP SHOWING THE LOCATION OF THE PROPOSED DITCHES AND PIPE LINES OF THE LEADVILLE\RED CLIFF WATER, LIGHT AND POWER COMPANY RECORDED FEBRUARY 27, 2017 UNDER RECEPTION NO. [201703240](#).
26. STATEMENT OF SPRAQUE DITCH RECORDED FEBRUARY 28, 2017 UNDER RECEPTION NO. [201703454](#).
27. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER EAGLE VALLEY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 28, 2017, UNDER RECEPTION NO. [201705247](#) AND [201705251](#).
28. (THIS ITEM WAS INTENTIONALLY DELETED)
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JANUARY 10, 2019 UNDER RECEPTION NO. [201900427](#) AND RE-RECORDED JANUARY 31, 2019 UNDER RECEPTION NO. [201901422](#).
30. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATION OF MINERALS AND MINERAL RIGHTS, RESERVATION OF TELEVISION OR COMMUNICATIONS LINES AND APPURTENANT FACILITIES, AND RESERVATION OF EASEMENTS AS SET FORTH IN QUIT CLAIM DEED BY AND BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION AND MINTURN CROSSING, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED \_\_\_\_\_, 2023 UNDER RECEPTION NO. \_\_\_\_\_.

**EXHIBIT D**  
**Union Pacific Railroad Company Restrictive Covenant**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2802-90)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

\_\_\_\_\_  
\_\_\_\_\_  
*(Space Above for Recorder's Use Only)*

2802-90

**RESTRICTIVE COVENANT FOR THE BENEFIT OF  
UNION PACIFIC RAILROAD COMPANY**

This RESTRICTIVE COVENANT FOR THE BENEFIT OF UNION PACIFIC RAILROAD COMPANY ("Covenant") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by **MINTURN CROSSING, LLC**, a Colorado limited liability company ("Declarant"), and is enforceable by **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UPRR"), as and to the extent set forth herein. Declarant and UPRR may hereinafter be collectively referred to as "Parties".

**RECITALS:**

A. The property which is the subject of this Covenant is that certain real property located within the Minturn North residential planned unit development ("MNPUD") on Lots 1-39 in the Town of Minturn, Eagle County, Colorado legally described on Exhibit A attached hereto and incorporated herein (collectively, "Properties"). Declarant is the sole owner in fee simple of the Properties, which have been platted as a part of the MNPUD consisting of 39 individual lots, each approved for future residential improvements thereon (each, a "Unit"), pursuant to the Final Plat for MNPUD, recorded on \_\_\_\_\_, 202\_ under Reception No. \_\_\_\_\_ in the real property records of the Town of Minturn, Eagle County, Colorado.

B. The Parties agreed to the Covenant under that certain Purchase and Sale Agreement dated October 17, 2019, as amended, located in UPRR's Real Estate Folder No. 2802-90.

C. Declarant agrees that each Unit will be held, sold and conveyed by Declarant to various third party property owners (each, an "Owner") subject to the following covenant, condition and restriction, which constitutes an irrevocable covenant running with the title to the

Properties as a burden thereon for the benefit of UPRR, its successors and assigns, and will be binding on the Owner of each Unit, its heirs and/or successors and assigns.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants and agrees to sell and convey each Unit to any Owner, subject to the following covenant, condition and restriction which each Owner, shall covenant for itself, its heirs and/or successors and assigns, to faithfully keep, observe and perform as set forth below.

1. Railroad Proximity: Owner acknowledges that the adjacent property abutting the westerly boundary line of the MNPUD ("UPRR's Adjacent Property") is dedicated and used for railroad purposes, and that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Owner accepts and the Unit is subject to the existence of the Permitted Effects. By acceptance of the Unit, Owner agrees that, at Owner's sole cost and expense, as a part of the development of the MNPUD, Owner shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Unit because of the Permitted Effects.

Owner shall not, and hereby waives all rights to, (i) institute legal proceedings against UPRR to reduce or lessen the Permitted Effects, (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen Permitted Effects, or (iii) directly or indirectly petition the United States Surface Transportation Board ("STB") or any other government entity with jurisdiction over UPRR's use of UPRR's Adjacent Property to reduce or terminate UPRR's performance of railroad operations on UPRR's Adjacent Property, including, but limited to, re-activation of UPRR's Tennessee Pass Subdivision, which includes the MNPUD, as permitted under **STB Docket No. AB-8, Sub-No. 36X and STB Docket No. AB-12, Sub-No. 189X**. Any party breaching such covenant shall reimburse UPRR for all costs incurred by UPRR to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

2. Covenant Runs with the Properties: Declarant and all Owners of a Unit, and all other parties with an interest in title to a Unit hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to a Unit, that this Covenant constitutes an irrevocable covenant running with the title to the Unit as a burden thereon for the benefit of

the Town of Minturn, or its assign, and shall be binding on the Owner of each Unit, its heirs and/or successors and assigns.

3. Disputes: This Covenant shall be enforceable by UPRR, its successors and assigns, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.
4. Severability: Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.
5. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of Declarant, any Owner of a Unit, and UPRR.
6. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
7. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.

*(Remainder of page intentionally left blank.)*







**EXHIBIT A**  
**TO FORM OF RESTRICTIVE COVENANT INSTRUMENT**

**LEGAL DESCRIPTION OF THE PROPERTIES  
(TO BE ATTACHED)**

**EXHIBIT E**  
**Lots 1-33 Restrictive Covenant**

**RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN**

THIS RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN (the “Covenant”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Minturn Crossing, LLC, a Colorado limited liability company (together with its successors and assigns “Declarant”) and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the “Town”) as and to the extent set forth herein.

RECITALS:

A. The property which is the subject of this Covenant is that certain real property located within the Minturn North residential planned unit development “MNPUD” on Lots 1-33 in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein (the “Properties”). The Declarant is the sole owner in fee simple of the Properties, which have been platted as a part of the MNPUD consisting of 39 individual lots, each approved for future residential improvements thereon pursuant to the Final Plat for MNPUD, recorded on \_\_\_\_\_, 202\_ under Reception No. \_\_\_\_\_ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MNPUD, approved by the Town of Minturn by Ordinance No. 15 dated \_\_\_\_\_, 202\_, as a means by which a one percent (1%) Transfer Assessment can be provided for the benefit of persons residing in the Town of Minturn as further defined below; and

C. The Declarant agrees that each of the thirty-three (33) lots and the residential improvements thereon located within the Property identified on **Exhibit A** (each a “Unit”) shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Properties as a burden thereon for the benefit of the Town of Minturn, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee’s, licensees and any transferee of the Owner of each Unit; and

D. This Covenant requires that each Unit within the Property is subject to a Transfer Assessment of one percent (1%) of the gross sales price of such Unit, excluding escrow and closing costs. An “Eligible Household” using the Unit as its Primary Residence (as those terms are defined herein), may be eligible for a temporary exemption of the Transfer Assessment; and

E. Declarant desires to enter into this Covenant requiring a Transfer Assessment. In addition, the declarant agrees to bind the Properties, and restrict the use and occupancy of the units in accordance with this Covenant.

F. There is a demonstrated need for a Transfer Assessment in support of the residents of the Town of Minturn and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants, and agrees as follows:

1. Definitions

a. "Eligible Households" means Households that will use the Unit as their Primary Residence, and are qualified employees. Each of the criteria are further defined below:

i. Qualification:

1. At least one member of the Household must meet one or more of the following criteria:

- a. Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or
- b. Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- c. Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or
- d. Is over the age of sixty (60) and has earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to his or her retirement; or
- e. Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

2. The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

1. Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town

- of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.
2. The beneficiary of the trust must be of the age of majority to qualify for this variance.
  3. Upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.
- b. "Household" means all individuals who will occupy a unit.
  - c. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.
  - d. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to 1). copy of deed or property tax statement, or 2). utility statements from service providers, or 3). other documentation that the Town of Minturn, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence that the Unit (in whole or in part) is not being rented to any third party, and income tax returns.
  - e. "Transfer Assessment" means the Assessment payable to the Town of Minturn, or its assign, upon the sale of a Unit (conveyance of title to a Unit, whether or not the conveyance is filed of record) of 1% of the gross sales price of such Unit, excluding escrow and closing costs. The Transfer Assessment shall be used at the sole discretion of the Town of Minturn for the benefit of Town residents and for any private, nonprofit successor or assign, and to support the cost of administering such programs.
2. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.
  3. Payment of Transfer Assessment:
    - a. The Transfer Assessment shall be due and payable to the Town of Minturn, or its assign, at the time of closing of a sale of a Unit (conveyance of title to a Unit, whether or not the conveyance is filed of record).
    - b. The Transfer Assessment shall constitute a lien upon the Unit until it is paid. If not paid when due, the unpaid Assessment shall bear interest at 12% per annum from the due date until paid in full.
    - c. The Transfer Assessment is payable to the Town of Minturn, 302 Pine St., Minturn CO, 81645 (or its assign) and must be accompanied by:
      - i. A real property Declaration Form or other form as is filed with the Clerk and Recorder along with the conveying instrument attesting to the gross sales price of the Unit, and

- ii. An Acknowledgement of the Restrictive Covenant Imposing a Transfer Assessment executed by the Buyer, in the form set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

4. Temporary Exemption from Transfer Assessment:

- a. A sale to an Eligible Household who is using a Unit as its Primary Residence is exempt from paying the Transfer Assessment until the exemption ends. The exemption is “temporary” in that it applies only as long as the Owner is considered an Eligible Household and uses the Unit as its Primary Residence. The Town of Minturn shall determine whether a person(s) meets the definition of Eligible Household and Primary Residence based on the criteria set forth in the definitions above. The determination shall be made as of the closing date of the sale of a Unit.
- b. The rental of the Unit, in whole or in part, shall be prima face proof that the Owner is no longer considered an Eligible Household and the Transfer Assessment shall be due within thirty (30) days from notice thereof being sent by the Town to the Owner.
- c. If a proposed Buyer seeks to claim a temporary exemption from the transfer Assessment provided herein before a conveyance or transfer of a Assessment interest in a Unit, the proposed Buyer shall submit an Application for Temporary Exemption of the transfer Assessment, together with the applicable processing Assessment, to the Town of Minturn, or its assign, at least fourteen (14) days prior to the closing date and shall have received the Town’s written determination of the proposed Buyers exemption status.
- d. The application for Temporary Exemption is attached hereto as **Exhibit C** and incorporate herein by this reference. If a proposed Buyer has not been deemed as eligible for a temporary exemption to the Transfer Assessment prior to the close of the sale of a Unit, the sale shall be deemed not exempt and the Transfer Assessment shall be paid as set forth herein.
- e. An Owner who received a temporary exemption from the Transfer Assessment must verify to the Town of Minturn, or its assign, on at least an annual basis, that it remains eligible for the temporary exemption. To confirm such eligibility, the Owner of a Unit shall submit the following information to the Town of Minturn: (i) a verification that the Owner continues to meet the requirements of an Eligible Household who uses the Unit as its Primary Residence, (ii) proof of employment pursuant to Paragraph 1)a)i), and (iii) a statement made under criminal penalty of perjury that the Unit, in whole or in part, was not rented to any third party in the last twelve (12) months.
- f. If at any time, the Owner becomes ineligible because it is no longer considered an Eligible Household or the Owner stops using the Unit as its Primary Residence, the Owner must immediately pay the Transfer Assessment. The Transfer Assessment shall be calculated based on the Owners original sale price for the Unit as evidenced by items in Section 3.c.i above. If the Transfer Assessment is not paid, the Transfer Assessment shall constitute a lien upon the Unit until it is paid. If not paid when due, the unpaid Assessment shall bear interest at 12% per annum from the due date until paid in full.



such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.

10. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.
11. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town of Minturn.
12. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
13. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town of Minturn except on the basis of a written instrument executed by the Town of Minturn.
14. Gender and Number: Whenever the context so required herein, the neuter gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.
15. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.
16. Further Actions: The Declarant for so long as the Declarant owns the Properties, the Owner of a Unit, and the Town of Minturn agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any Covenant or documents relating hereto or entered into in connection herewith.
17. Modifications: The Declarant, any Owner of a Unit, and the Town of Minturn agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of the Town of Minturn. The Town of Minturn reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.
18. Perpetuities Savings Clause: If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant or any of its **Exhibits A, B and C** shall be unlawful or void for violation of: (a) the rule against perpetuities or some similar statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only by the lives of the then then-current duly elected and seated Town of Minturn Town Council members, and the then-current Town of Minturn employees, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.





**Exhibit A**

Legal Description of the Properties

**Exhibit B**

ACKNOWLEDGEMENT OF THE RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN

WHEREAS, \_\_\_\_\_ (the “Buyer”) is purchasing from \_\_\_\_\_ (the “Seller”) at a price of \$ \_\_\_\_\_, the real property and improvements located in the Minturn North PUD more particularly described as \_\_\_\_\_, according to the plat recorded under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the “Unit”); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled “THE RESTRICTIVE COVENANT IMPOSING A TRANSFER ASSESSMENT DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN ”, recorded on \_\_\_\_\_, 202\_, under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the “Covenant”). A copy of the Covenant is attached to this acknowledgement as **Exhibit A**.

NOW THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Covenant, has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant, and agrees to abide by the Covenant.
2. Buyer acknowledges that the Covenant imposes a 1% Transfer Assessment on the sale or conveyance of the Unit. The Transfer Assessment is due and payable at the time of closing of the sale or conveyance of the Unit and is a lien on the Unit until paid.
3. Some sales/purchases are exempt from the Transfer Assessment. If I (we) believe my (our) purchase is exempt, I (we) may apply for a temporary exemption from the Transfer Assessment. If I (we) believe my subsequent sale of the Unit is exempt from the Transfer Assessment, the Buyer may apply for the exemption. A sale/purchase for which no exemption is applied for and granted before closing is conclusively deemed to be not exempt. The exemption described herein is considered “temporary” because it applies only so long as the property use which qualified the purchase as exempt continues. Generally, if I (we) stop using the Unit for my (our) Primary Residence, but continue to own the Unit, I (we) will then owe the Transfer Assessment from my (our) purchase of the Unit.
4. States that the notice to Buyer, pursuant to Section 5 of the Covenant, should be sent to:

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



Exhibit C

TRANSFER ASSESSMENT EXEMPTION AND BUYERS' AFFIDAVIT

Name of Buyer(s): \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Title Co.: \_\_\_\_\_  
 Name of Escrow Officer: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Buyers Broker: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Unit to be Purchased: \_\_\_\_\_  
 Expected Closing Date: \_\_\_\_\_

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

Item to be delivered along with affidavit	Enclosed
1. Check for \$100.00 processing fee as may be amended by the Minturn Town Council ( <i>To: Town of Minturn Clerk</i> ) _____	
2. Identification ( <i>Copy of ID; drivers license, passport, etc.</i> ) _____	_____
3. Affidavit for verification of employment _____	_____

DELIVER/MAIL PACKET TO: Town of Minturn  
 c/o \_\_\_\_\_  
 302 Pine St., Minturn, Colorado 81645

Buyer's Affidavit and Acknowledgements:

	Initials
I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit.	_____
I (we) have read the Restrictive Covenant and agree to abide by the terms of it.	_____
I (we) will notify the Town of Minturn if I (we) cease to be an Eligible Household.	_____
I (we) intend to use the Unit as our Primary Residence and will occupy the Unit for at least 9 out of any 12 months.	_____

AND

At least one member of the Household:

- \_\_\_\_\_ has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a

business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or

- \_\_\_\_\_ has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- Resides in Eagle County, but works for an employer that is located outside of Eagle County (i.e., telecommuters); or
- I (we) are over the age of sixty (60) and have earned a living primarily in Eagle County for the preceding thirty-six (36) months prior to retirement; or
- I (we) are a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to the disability or have been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program and work the maximum number of hours per week the program will allow.

**AND**

- I (we) cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

**AND**

- I (we) understand that real estate that is owned by a prospective Eligible Household may not be deeded to a corporation or other person or entity except at fair market value nor may any real estate be deeded to a corporation or other legal entity in which any Household member has any other financial interest in order to meet these requirements.

**AND**

- I (we) understand that title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. and ii. Above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.
- I (we) understand that the Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.
- I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town\_of Minturn, or its assign, may grant the request with or without conditions.

**AND**

- I (we) understand that the Unit, in whole or in part, may not be rented to any third party without losing Eligible Household designation and the Transfer Assessment being due.

I have read and acknowledge the above information to be true, under penalty of perjury. All Household members over the age of 18 must sign and date this form below.

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn \_\_\_\_\_ at \_\_\_\_\_ or email \_\_\_\_\_.

Package received by: \_\_\_\_\_ Date: \_\_\_\_\_

**TRANSER ASSESSMENT EXEMPTION - EMPLOYERS AFFIDAVIT AND VERIFICATION OF EMPLOYMENT**

The following affidavit concerns the employment of \_\_\_\_\_

Employer Information/Verification of Employee Start Date

Employer Name and Contact Information:

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

I hereby declare under penalty of perjury that \_\_\_\_\_ began employment on \_\_\_\_\_ and has continuously worked for thirty (30) or more hours per week since employment began; or has been offered and accepted employment which will continue for a period of at least six (6) months and will include a minimum of thirty (30) or more hours per week; or is over the age of sixty (60) years old and has worked a minimum of thirty (30) or more hours per week for thirty-six (36) consecutive months before retirement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT F**  
**Lots 34-39 Restrictive Covenant**

**RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT  
OF TOWN OF MINTURN LOCAL HOUSING**

THIS RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING (the "Covenant") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Minturn Crossing, LLC, a Colorado limited liability company (together with its successors and assigns "Declarant") and is enforceable by the Town of Minturn, Eagle County, Colorado, or its assigns (the "Town") as and to the extent set forth herein.

RECITALS:

A. The property which is the subject of this Covenant is that certain real property located within the Minturn North residential planned unit development "MNPUD" on Lots 34, 35, 36, 37, 38 and 39 in the Town of Minturn, Eagle County, Colorado legally described on **Exhibit A** attached hereto and incorporated herein (the "Properties"). The Declarant is the sole owner in fee simple of the Properties, which have been platted as a part of the MNPUD consisting of 39 individual lots, each approved for future residential improvements thereon pursuant to the Final Plat for MNPUD, recorded on \_\_\_\_\_, 202\_ under Reception No. \_\_\_\_\_ in the real property records of Eagle County, Colorado; and

B. The Declarant agreed to this Covenant as part of its application for approval of the MNPUD, approved by the Town of Minturn by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 202\_, as a means by which housing can be provided for persons residing in the Town of Minturn as further defined below; and

C. The Declarant agrees that each of the six (6) lots and the residential improvements thereon located within the Property identified on **Exhibit A** (each a "Unit") shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which constitute irrevocable covenants running with the title to the Properties as a burden thereon for the benefit of the Town of Minturn, or its designee, and shall be binding on the Owner of each Unit, and its heirs, personal representatives, assigns, lessee's, licensees and any transferee of the Owner of each Unit; and

D. The Declarant agrees that upon the initial offering of homes for sale within Lots 34-39, existing Town of Minturn Residents, as defined below, shall be given the first opportunity to purchase one Home and Lot on Lots 34-39 for a period of 30 days from initial offering. In the event existing Minturn Residents have not contracted for the purchase of all Lots within Lots 34-39 during the 30 day initial offering period, Declarant may contract with other Eligible Households, as defined below, pursuant to the terms below; and

E. For each subsequent transfer or conveyance of a Unit during the Term, such transfer or conveyance must be made to a Minturn Resident or Eligible Household; and

F. There is a demonstrated need for Local Housing for residents of the Town of Minturn and this Covenant, as defined below, supports the health, safety and welfare of the citizens of the Town.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby represents, covenants and agrees as follows:

1. Definitions

a. "Eligible Households" or "Eligible Household" means Households that will use the Unit as their Primary Residence and/or are qualified employees. Each of the criteria are further defined below:

i. Qualification:

1. At least one member of the Household must meet one or more of the following criteria:

- a. Has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or
- b. Has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- c. Employees that make their home in Eagle County but work for employers that are located outside of Eagle County (i.e., telecommuters) shall be considered eligible; or
- d. Is over the age of sixty (60) and has earned a living primarily in Eagle County for thirty-six (36) months prior to his or her retirement; or
- e. Is a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to his or her disability or has been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program, if the person works the maximum number of hours per week the program will allow.

2. The Household must cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

ii. Title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.

1. Notwithstanding the foregoing, an Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall

- submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.
2. The beneficiary of the trust must be of the age of majority to qualify for this variance.
  3. Notwithstanding the foregoing, a party may seek a variance to allow title of a Unit to be held by an entity that leases the Unit for employee housing purposes where said employees meet the definition of an Eligible Household.
  4. Upon receipt of a request for special review and any requested information and documentation, the Town of Minturn, or its assign, may grant the request with or without conditions.
- b. "Household" means all individuals who will occupy a unit.
  - c. "Minturn Resident" means a person or persons who have lived in Eagle County as their primary place of residence for a period of thirty-six (36) months prior to seeking conveyance of Lots 34-39. Primary place of residence shall be determined based upon voter registration records, employment history, payment of taxes imposed by the Town of Minturn, and ownership or rental of residential property within the Town of Minturn.
  - d. "Owner" means the owner of record of the Unit regardless of relation to the Owner or lessee.
  - e. "Primary Residence" means the residence in which an Owner lives for at least nine (9) out of any twelve (12) months. Determination of Eagle County residency status shall be based on criteria including but not limited to 1). Copy of deed or property tax statement, or 2). Utility statements from service providers, or 3). Other documentation that the Town of Minturn, or its assign, deem necessary to make a determination, such as voter registration information, place of automobile registration, driver's license address, evidence of rental of the Home and Lot, in whole or in part, to any third party, and income tax returns.
2. Conveyance limited to Minturn and Eligible Households: From the initial offering of homes for sale within Lots 34-39 until the end of the Term of Covenant, existing Town of Minturn Residents shall be given the first opportunity to purchase one Home and Lot on Lots 34-39 for a period of 30 days from initial offering or when said Home and Lot is placed on the market. In the event existing Minturn Residents have not contracted for the purchase of said Lot during the 30 day initial offering period, opportunity shall be given to acquire said Home and Lot by other Eligible Households. During the Term of Covenant, ownership of a Home and Lot subject by this covenant may only be held by Eligible Households subject to the variances provided herein.
  3. Restriction on Rentals: During the Term of Covenant, the Home and Lot on Lots 34-39 may only be rented, in whole or in part, to Eligible Households.
  4. Seniority of Covenant: Any interest in, lien upon or obligation recorded of record against a Unit acquired by any person or entity shall be subject and subordinate to the covenants and restrictions set forth in this Covenant.

5. Term of Covenant: This Covenant shall expire on the 1st day of March 2073, unless extended, at the sole option of the Town of Minturn Town Council, for an additional not to exceed 50 years, after public hearing and comment on the proposed extension.
  
6. Covenant Runs with the Land: Declarant and all Owners of a Unit, and all other parties with an interest in title to a Unit hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such Owner takes title to a Unit, that this Covenant shall constitute an irrevocable covenant running with the title to the Unit as a burden thereon for the benefit of the Town of Minturn, or its assign, and shall be binding on the Owner of each Unit, and on its heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner of each Unit. This Covenant shall be enforceable by the Town of Minturn and its Town Council, and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies provided by law.
  
7. Default: In the event of default, the Town of Minturn shall have all remedies legally available to it at law and in equity. Said remedies shall include obtaining a decree of specific performance requiring the Owner to convey title to an Eligible Household within thirty (30) days.
  
8. Annual Reporting: An Owner of Lots 34-39 must verify to the Town of Minturn, or its assign, on at least an annual basis, that it remains an Eligible Household. To confirm such eligibility, the Owner shall submit the following information, to the Town of Minturn: (i) a verification that the Owner continues to meet the requirements of an Eligible Household who uses the Unit as its Primary Residence, (ii) proof of employment pursuant to Paragraph 1)a)i), and (iii) a statement made under criminal penalty of perjury that the Unit, in whole or in part, was not rented to any third party in the last twelve (12) months except to other Eligible Households.
  
9. Notices: any notice, consent, or approval that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the parties indicated below as long as prior written notice of the change of address has been given to all parties as indicated.

Said notices, consents and approvals shall be sent to the following addresses unless otherwise notified in writing:

To Declarant: Minturn Crossing, LLC  
c/o Resort Concepts  
225 Main Street, Unit C-101  
Edwards, CO 81632

To Town of Minturn:

Town of Minturn  
P.O. Box 309  
Minturn, CO 81645

To Owner:

To the address set forth in the records of the Town of  
Minturn Tax Assessor for purposes of mailing tax bills.

- 10. Disputes: There is hereby reserved to the Town of Minturn any and all remedies provided by law for breach of this Covenant or any of its terms. In any dispute, each party shall bear its own costs and fees. The exclusive forum for any dispute arising from or relating to the Covenant shall be the Eagle County District Court.
- 11. Severability: Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or such documents.
- 12. Choice of Law: This Covenant and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.
- 13. Attorney Fees and Costs: In the event of any judicial enforcement of this covenant, the substantially prevailing party shall be awarded its attorney fees and costs.
- 14. Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the respective heirs, successors and assigns of the Declarant, any Owner of a Unit, and the Town of Minturn.
- 15. Section Headings: Paragraph or section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 16. Waiver: No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against the Declarant and the Town of Minturn except on the basis of a written instrument executed by the Town of Minturn.
- 17. Gender and Number: Whenever the context so required herein, the neuter gender shall include any and all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 18. Personal Liability: By taking title to a Unit, an Owner agrees that he or she shall be personally liable for compliance with the applicable terms and conditions of this Covenant.
- 19. Further Actions: The Declarant for so long as the Declarant owns the Properties, the Owner of a Unit, and the Town of Minturn agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this

Covenant or any Covenant or documents relating hereto or entered into in connection herewith.

- 20. Modifications: The Declarant, any Owner of a Unit, and the Town of Minturn agree that any modifications of this Covenant shall be effective only when made by writings signed by the parties and recorded with the Clerk and Recorder of the Town of Minturn. The Town of Minturn reserves the right to amend this Covenant unilaterally where deemed necessary to effectuate the purpose and intent of this Covenant, and where such unilateral action does not materially impair an Owner's rights or any lender's rights under this Covenant.
- 21. Perpetuities Savings Clause: If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant or any of its **Exhibits A, B and C** shall be unlawful or void for violation of: (a) the rule against perpetuities or some similar statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only by the lives of the then then-current duly elected and seated Town of Minturn Town Council members, and the then-current Town of Minturn employees, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.
- 22. Assignment: The Town of Minturn may in its sole discretion assign the benefits and delegate the responsibilities hereunder to a non-profit private entity or public agency or authority or operated in whole or in part to provide housing programs in Eagle County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

Town of Minturn:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Minturn Crossing, LLC:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF COLORADO    )  
   )ss.  
 COUNTY OF EAGLE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, as \_\_\_\_\_ of Minturn Crossing, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit A**

Legal Description of the Properties

**Exhibit B**

**ACKNOWLEDGEMENT OF THE RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING**

WHEREAS, \_\_\_\_\_ (the "Buyer") is purchasing from \_\_\_\_\_ (the "Seller") at a price of \$\_\_\_\_\_, the real property and improvements located in the Minturn North PUD more particularly described as \_\_\_\_\_, according to the plat recorded under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the "Unit"); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled "RESTRICTIVE COVENANT IMPOSING A DEED RESTRICTION FOR THE BENEFIT OF TOWN OF MINTURN LOCAL HOUSING", recorded on \_\_\_\_\_, 202\_, under Reception No. \_\_\_\_\_, in the real property records of Eagle County, Colorado (the "Covenant"). A copy of the Covenant is attached to this acknowledgement as **Exhibit A**.

NOW THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

6. Acknowledges that Buyer has carefully read the entire Covenant, has had the opportunity to consult with legal and financial counsel concerning the Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Covenant, and agrees to abide by the Covenant.

7. States that the notice to Buyer, pursuant to Section 5 of the Covenant, should be sent to:

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

8. Directs that this acknowledgement be placed of record in the real estate records of the Town of Minturn, Eagle County, Colorado.





Exhibit C

BUYERS AFFIDAVIT

Name of Buyer(s): \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Title Co.: \_\_\_\_\_  
 Name of Escrow Officer: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Name of Buyers Broker: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Unit to be Purchased: \_\_\_\_\_  
 Expected Closing Date: \_\_\_\_\_

Please complete the following checklist and submit the package to the Town of Minturn no less than 14 days prior to the expected closing date.

_____ Item to be delivered along with affidavit	_____ Enclosed
4. Check for \$100.00 processing fee as such may be amended by Minturn Town Council ( <i>To: Town of Minturn Clerk</i> )	_____
5. Identification ( <i>Copy of ID; drivers license, passport, etc.</i> )	_____
6. Affidavit for verification of employment	_____

DELIVER/MAIL PACKET TO: Town of Minturn  
 c/o \_\_\_\_\_  
 302 Pine St., Minturn, Colorado 81645

Buyer's Affidavit and Acknowledgements:

	Initials
I (we) acknowledge that the Unit identified above is subject to a Restrictive Covenant which imposes a deed restriction on the Unit.	_____
I (we) have read the Restrictive Covenant and agree to abide by the terms of it.	_____
I (we) will notify the Town of Minturn if I (we) cease to be an Eligible Household.	_____
I (we) intend to use the Unit as our Primary Residence and will occupy the Unit for at least 9 out of any 12 months.	_____

AND

At least one member of the Household:

- \_\_\_\_\_ has earned a living primarily in Eagle County by having worked an average of at least thirty (30) hours per week on an annual basis at a

business with an office or job site physically located in Eagle County (multiple jobs in eagle County may be combined to reach 30 hours per week); or

- \_\_\_\_\_ has been hired for a job in Eagle County on a permanent basis to work at least thirty (30) hours per week; or
- Resides in Eagle County, but works for an employer that is located outside of Eagle County (i.e., telecommuters); or
- I (we) are over the age of sixty (60) and have earned a living primarily in Eagle County for at least thirty-six (36) months prior to retirement; or
- I (we) are a disabled person who had been a full-time employee in Eagle County (subject to the retirement exception) for a minimum of two years immediately prior to the disability or have been granted an exception to the minimum thirty (30) hours per week in order to continue with a federal or state benefit program and work the maximum number of hours per week the program will allow.

**AND**

- I (we) cumulatively earn at least 75% of the Households Gross Household Income in Eagle County.

**AND**

- I (we) understand that real estate that is owned by a prospective Eligible Household may not be deeded to a corporation or other person or entity except at fair market value nor may any real estate be deeded to a corporation or other legal entity in which any Household member has any other financial interest in order to meet these requirements.

**AND**

- I (we) understand that title of the Unit shall be held in the name of the natural person(s) who are members of the Household which qualifies under criteria i. and ii. Above. For example, title may be held jointly in the name of the husband and wife who are members of an eligible Household.
- I (we) understand that the Eligible Household may seek a variance to allow title of a Unit to be held in trust for the benefit of a natural person who also meets the definition of an Eligible Household. Such ownership in trust may only occur in the circumstances provided herein and at the sole discretion of the Town of Minturn, or its assign. To request a variance, the applicant shall submit a letter to the Town of Minturn, or its assign, requesting a special review and a determination that title of the Unit may be held in trust as set forth herein.
- I (we) understand that upon receipt of a request for special review and any requested information and documentation, the Town\_of Minturn, or its assign, may grant the request with or without conditions.

**AND**

- I (we) understand that the Home and Lot may be rented only to Eligible Households.

I have read and acknowledge the above information to be true under penalty of perjury. All Household members over the age of 18 must sign and date this form below.

Buyer(s) Signature \_\_\_\_\_

Date: \_\_\_\_\_

Buyer(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Member(s) Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please allow 14 days for review of information in the event additional information is requested. If you have any questions, please contact the Town of Minturn \_\_\_\_\_ at \_\_\_\_\_ or email \_\_\_\_\_.

Package received by: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYERS AFFIDAVIT AND VERIFICATION OF EMPLOYMENT**

The following affidavit concerns the employment of \_\_\_\_\_

Employer Information/Verification of Employee Start Date

Employer Name and Contact Information:

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

I hereby declare under penalty of perjury that \_\_\_\_\_ began employment on \_\_\_\_\_ and has continuously worked for thirty (30) or more hours per week since employment began; or has been offered and accepted employment which will continue for a period of at least six (6) months and will include a minimum of thirty (30) or more hours per week; or is over the age of sixty (60) years old and has worked a minimum of thirty (30) or more hours per week for five (5) consecutive years before retirement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G**  
**Minturn North PUD**  
**Wildlife Mitigation Plan**

This Wildlife Mitigation Plan is provided to avoid, minimize, and mitigate wildlife impacts resulting from the Minturn North PUD. The Minturn North Property Owners Association will have the responsibility and authority to enforce this plan. **This plan will be incorporated by reference into the Declaration of Covenants, Conditions and Restrictions for the PUD.**

**1.0 DOGS**

Each residential lot will be permitted to have up to two dogs and offspring up to three months old. Dogs shall not be allowed off-leash within the PUD unless contained within an adequate facility such as fences, walled space, dog run, or kennel. These facilities must be located immediately adjacent to the residence within the building envelope and shall not exceed 500 square feet.

At no time are dogs allowed to run freely. When dogs move beyond their owner’s building envelope, the dogs must be controlled by a leash and under the direct control of its owner(s) or owner(s) representative. Owner(s)s or Owner(s) representative shall be required to immediately pick up any fecal waste of their animals and dispose of in an appropriate manner. Guests of homeowners shall comply with all dog control measures contained herein. It is the lot and/or dog owner’s responsibility to ensure compliance.

Any dog harbored on-site must be licensed by the appropriate governmental entity and must wear the numbered identification tags provided.

Contractors, Sub-Contractors, and employees working within the PUD are prohibited from bringing dogs onto the PUD.

The Town, Property Owners Association and Colorado Parks and Wildlife (CPW) may also control stray dogs within the PUD. Persons not in compliance with these dog restrictions will be responsible for all costs for enforcing these provisions.

Homeowners will be educated regarding dog policies. Homeowners will also be educated that they should not feed dogs and other pets outside their homes, including decks, to avoid attracting nuisance wildlife or predators.

**2.0 FENCING**

a) Wildlife movements, optimize habitat availability, and reduce wildlife mortality. Except for designed character fencing (including privacy fencing), dog runs, temporary erosion, sediment control, Game Creek setback fencing, and construction fencing, fencing is prohibited throughout the PUD. All fencing must comply with the CPW approved fencing designs to facilitate local and migratory wildlife. Homeowners must educate themselves about bears and other wildlife via CPW’s online brochure entitled: “Living with Wildlife in Bear Country”.

Fencing along the Game Creek setback shall be maintained by the Association and conform to CPW approved fencing designs. Game Creek fencing shall not restrict movement of deer and elk with an opening in the lower ½ of at least 16” to allow passage of deer fawns and elk calves. This does not apply to approved individual lot fences. Individual lot owners shall maintain fencing on their property. All fencing shall not exceed 42” in height.

### **3.0 LIVESTOCK**

It is expressly prohibited to board or keep any livestock with the Minturn North PUD.

### **4.0 BEARS AND MOUNTAIN LIONS**

Black bears are known to travel great distances in their daily seasonal movements. Most bears do not cause damage where residential areas have encroached into bear habitat. The key is that if a bear doesn’t find food, it will move on. Black bears are omnivorous and while they mostly eat vegetation, they will eat almost anything. They will eat human food, garbage, hummingbird nectar, birdseed, pet food, grease off grills, suntan lotion, etc. Garbage generally provides the greatest attraction for bears to residential developments. Once a bear has found an easily accessible, consistent food source, it will overcome its wariness of people and visit regularly. This increases the chance of bear-human interaction. After repeated use of a food source, the bear may even act aggressively toward residents, their pets, or their unsuspecting neighbors. When this occurs and wildlife authorities are notified, the bear may be killed to protect human safety.

The following measures are required to reduce potential bear interaction:

- a) All lots must use bear proof trash cans. During construction, all trash bins must be regularly cleared of debris.
- b) Except for construction dumpsters, outside storage of trash or garbage, no matter how briefly (e.g., overnight), at any residence or anywhere in the PUD is not permitted. If wildlife damages trash containers to a point where they are ineffective, the trash containers must be kept indoors until they are replaced by effective containers by the Owner.
- c) There shall be no dumps or underground disposal within the PUD. Buried garbage will attract bears.
- d) Residents are prohibited from using a garden compost pile, unless the compost pile is contained within a bear proof receptacle meeting North American Bear Society, CPW, or U.S. National Park Service specifications and Town DRB approval.
- e) Pets shall not be fed outside. Bowls of food left outside will attract bears and other predators and nuisance species (e.g., skunks) of wildlife. Some of these wildlife species may carry disease that can be transmitted to pets.
- f) Bird Feeders must be taken in at night.
- g) Homeowners must educate themselves about bears and other wildlife via CPW’s online brochure entitled: “Living with Wildlife in Bear Country”.

h) Mountain Lions are occasionally present year-round in the Minturn area but may be more common from fall through spring when deer and elk are wintering and fawning/calving at lower elevations. Homeowners must educate themselves about bears and other wildlife via CPW's online brochure entitled: "Living with Wildlife in Mountain Lion Country". Except for bird feeders, the feeding, baiting, salting, or other means of attracting wildlife to the PUD is prohibited.

**5.0 GAME CREEK PRESERVED AREA**

Riparian habitats support some of the highest wildlife values on any habitat type. As a result, the PUD has created a minimum 30' Game Creek setback with limited access for the purpose of enhancements and maintenance only. Permanent impacts to wetlands will be avoided. Appropriate precautionary measures shall be taken to assure the protection of all native vegetation with the wetland areas.

**6.0 NEIGHBORHOOD LANDSCAPING**

Landscaping within the PUD shall utilize plant material intended to minimize attraction to wildlife as well as visual cover for Mountain Lions.

**7.0 ADDITIONAL COMMITMENTS**

This Wildlife Mitigation Plan will be incorporated by reference into the Property Owners Association Declaration of Covenants, Conditions and Restrictions and cannot be changed without the written consent of CPW and the Town of Minturn.

**8.0 ENFORCEMENT**

The authority to enforce the terms of the Plan is granted to CPW, Eagle County, and the Minturn North Property Owners Association. If there is a violation of this Plan by an owner within the PUD, then the following procedures shall be taken to enforce the terms hereof:

- a) The owner violating the Plan shall first receive a written warning of the violation. The violation must be cured as reasonably determined by the Property Owners Association.
- b) If a second offense occurs of the same violation or owner does not remedy the offense within the reasonable timeframe, a \$100 fine will be assessed against the owner.
- c) If a third offense occurs of the same violation, owner will be assessed a \$500 fine.
- d) Future offenses by the same owner of the same violation will double as they occur.
- e) All remedies available under Colorado law shall be used to collect fines including the POA's right to lien a property.
- f) All collected fines will be paid 30% to the POA and 70% to the Town of Minturn.

Enforcement of the Wildlife Mitigation Plan shall be administered by the Minturn North Property Owners Association.



**EXHIBIT H**  
Construction Plans

**EXHIBIT I**

Landscaping Plans







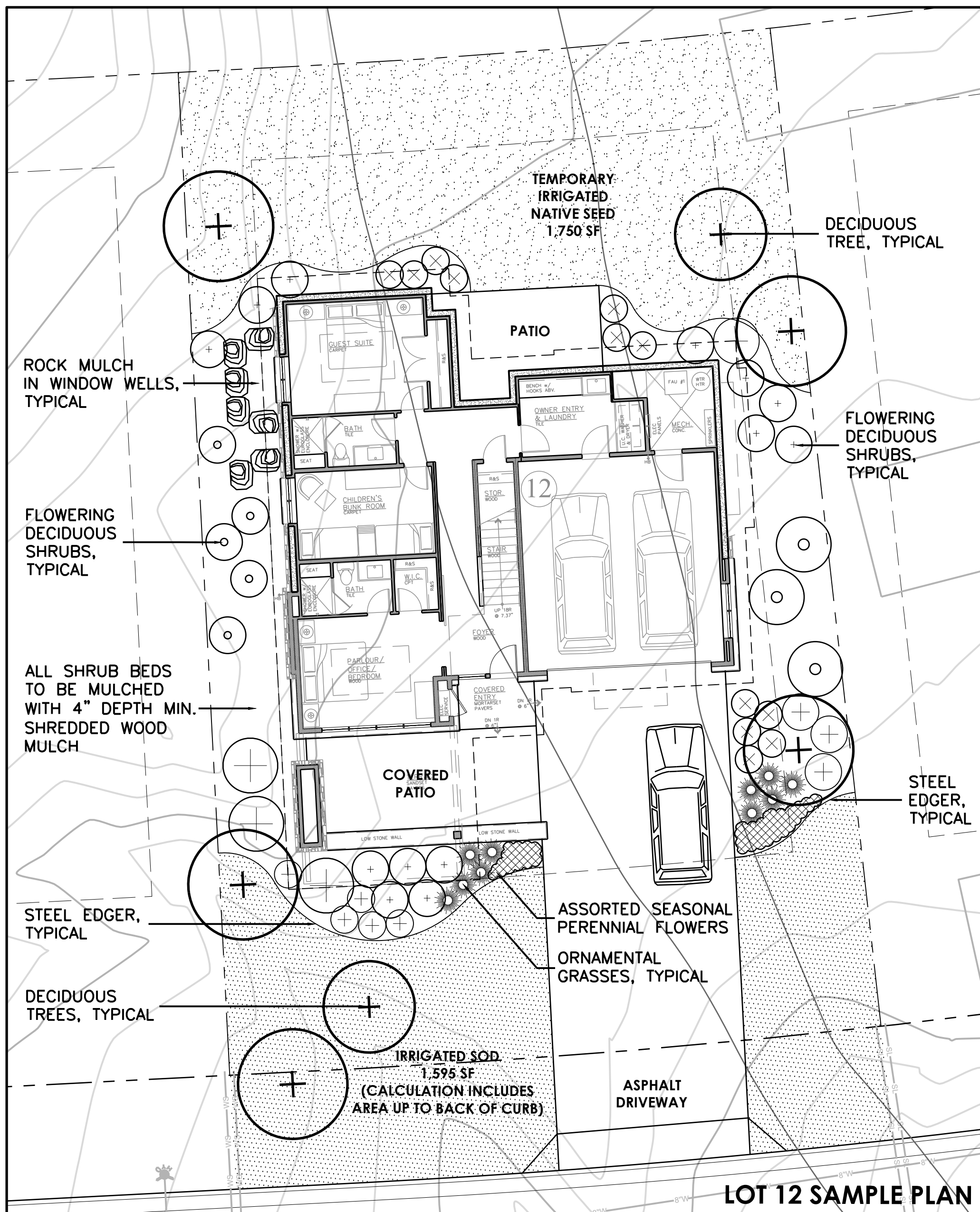


Know what's below.  
Call before you dig.

LANDSCAPE ARCHITECT:  
TOMINA TOWNSEND, LA  
PO BOX 3000, PMB 301  
EDWARDS, CO 81632  
P. 303.572.7876  
TTownsend@ResortConceptsCO.com

MIN TURN NORTH P.U.D.

TOWN OF MINTURN  
COUNTY OF EAGLE, STATE OF COLORADO



TYPICAL LOT LANDSCAPE ESTIMATED IRRIGATION: (LOTS 1-33 TOTAL MAX. PERMANENT IRRIGATION OF 2,000 SF)		SQUARE FOOTAGE OF IRRIGATION
	PERMANENT POP-UP SPRAY IRRIGATION FOR BLUEGRASS SOD	1,595 SF
	PERMANENT SPRAY OR DRIP IRRIGATION FOR PERENNIAL BEDS	25 SF
	PERMANENT DRIP IRRIGATION FOR B&B TREES	7 TREES x 4.5 SF = 32 SF
	PERMANENT DRIP IRRIGATION FOR 5 GAL SHRUBS & GRASSES	55 SHRUBS x 3 SF = 165 SF
	TEMPORARY SPRAY IRRIGATION FOR NATIVE SEED	1,750 SF
TOTAL PERMANENT IRRIGATION = 1,817 SF		

### TYPICAL SINGLE FAMILY LANDSCAPE

SCALE: 1"=10'-0"

#### General Notes and Specifications:

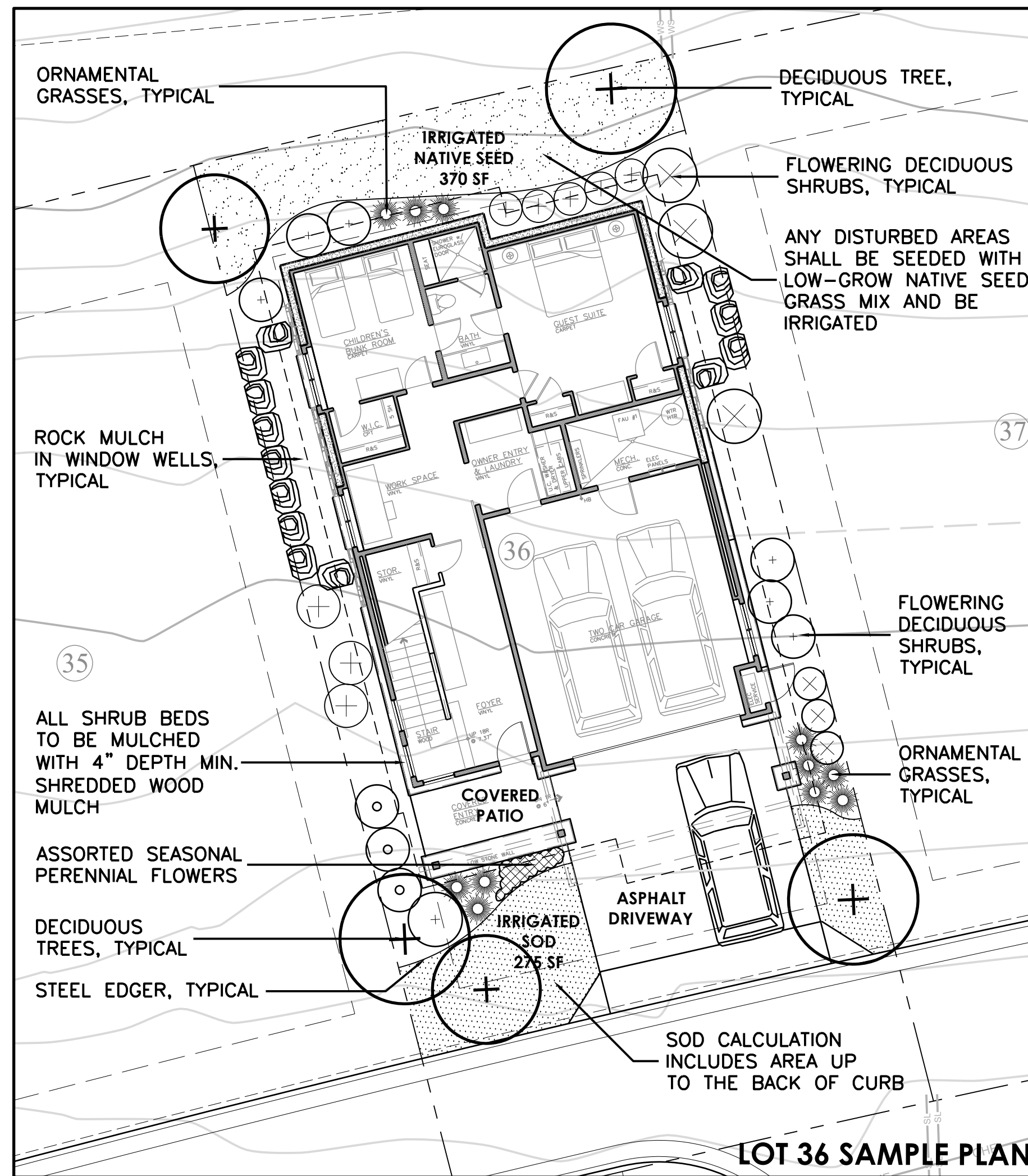
- All areas disturbed by construction and not designated a shrub bed or wildflower seed, shall be planted with the specified native grass seed.
- The contractor shall maintain positive drainage away from all walls and walkways. Fine grading shall be approved prior to planting.
- The Landscape Plan shall be reviewed on site prior to installation to ensure planting meets the intent of the design guidelines and county wildfire mitigation standards.
- Quantity and location of "natural" shrub plantings within Wildfire Mitigation Zone 2 shall be subject to field review by Wildfire Mitigation Officer.
- See Civil Engineering sheets for final grading and drainage.
- Snow Storage area shall be a min. of 25% of all driveway and parking areas.

#### Revegetation Notes:

- Seed shall be broadcast and raked to 1/2" depth.
- Apply Biodegradable Green Dyed-Wood Cellulose-Fiber Mulch to all seeded Areas at a rate of 20 lbs. per 1,000 s.f.
- Prior to seeding, apply min. 6" topsoil, 10 lbs./1,000 s.f. Superphosphate and 40 lbs./1,000 s.f. Biosol Complete Fertilizer.

#### Fire Mitigation Notes:

- Zone 1 (15' from building and integral planting): no flammable plants shall be planted within 15' of the structure or attachments.
- Zone 2 (70' from building and integral planting): a 10' crown separation must be maintained for all conifers and shrubs over 4'. A 4' crown separation must be maintained for shrubs under 4'.
- Plants listed on forest service publication 6.305 Firewise Plant Material can be used in any zone.
- Final existing vegetation to be limbed or removed will be subject to the constraints of the final unit site plans and reviewed on site with a representative from the Wildfire Mitigation Officer, the Minturn North DRB on a unit by unit basis prior to construction.



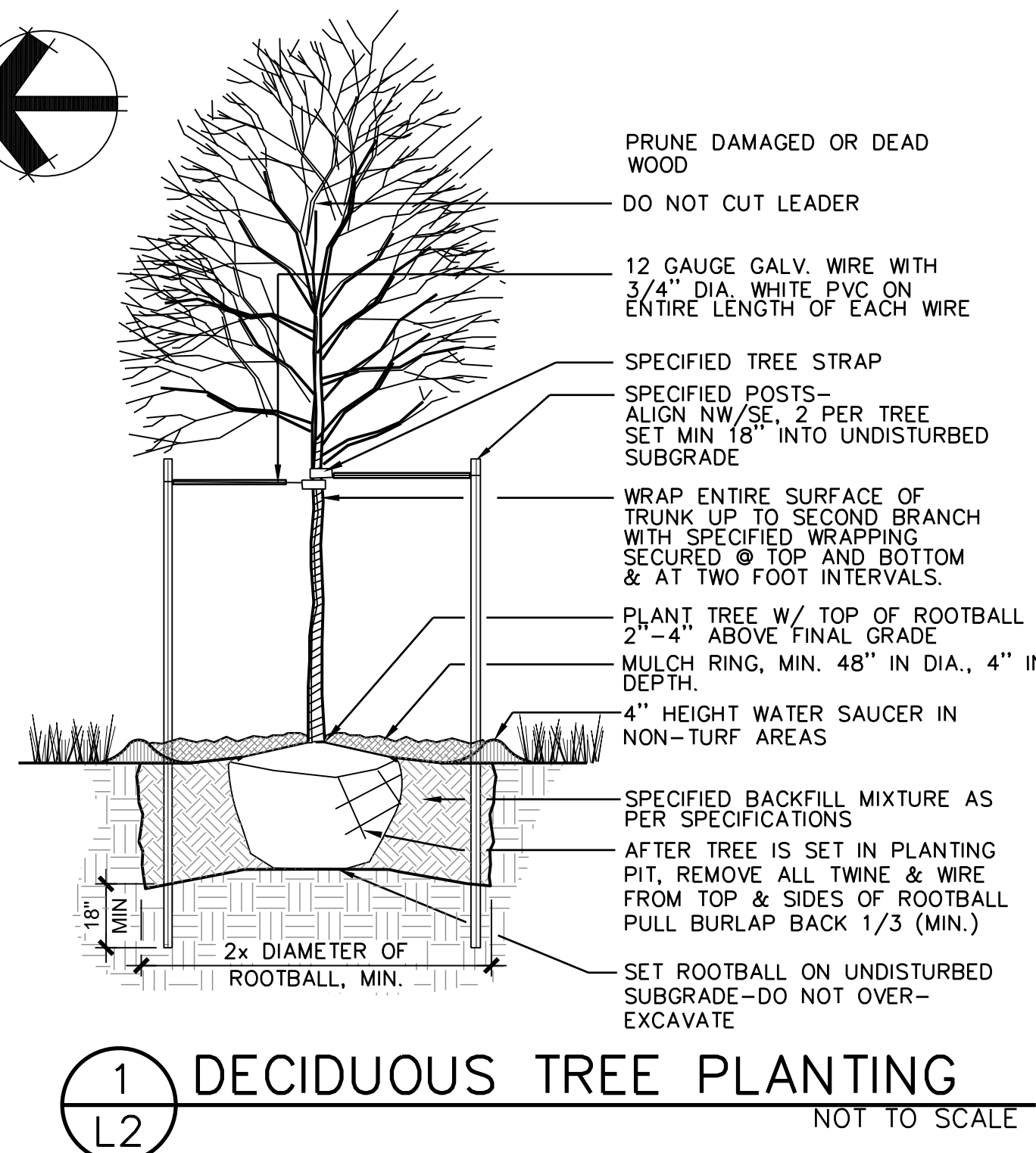
TYPICAL LOT LANDSCAPE ESTIMATED IRRIGATION: (LOTS 34-39 TOTAL MAX. PERMANENT IRRIGATION OF 2,000 SF)		SQUARE FOOTAGE OF IRRIGATION
	PERMANENT POP-UP SPRAY IRRIGATION FOR BLUEGRASS SOD	275 SF
	PERMANENT SPRAY OR DRIP IRRIGATION FOR PERENNIAL BEDS	13 SF
	PERMANENT DRIP IRRIGATION FOR B&B TREES	5 TREES x 4.5 SF = 23 SF
	PERMANENT DRIP IRRIGATION FOR 5 GAL SHRUBS & GRASSES	35 SHRUBS x 3 SF = 105 SF
	PERMANENT SPRAY IRRIGATION FOR NATIVE SEED	370 SF
TOTAL PERMANENT IRRIGATION = 786 SF		

### TYPICAL LOCAL HOUSING LANDSCAPE

SCALE: 1"=10'-0"

#### IRRIGATION NOTES:

- FOR THE SINGLE FAMILY LOTS (1-33), TOTAL PERMANENT IRRIGATION SHALL NOT EXCEED 2,000 SF. REFER TO TYPICAL LOT LANDSCAPE ABOVE FOR ESTIMATED IRRIGATED AREA CALCULATIONS.
- FOR THE LOCAL HOUSING LOTS (34-39), TOTAL IRRIGATION SHALL NOT EXCEED 2,000 SF. REFER TO TYPICAL LOT LANDSCAPE ABOVE FOR ESTIMATED IRRIGATED AREA CALCULATIONS.
- IRRIGATION DESIGN CRITERIA: DESIGN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO UNIFORMLY IRRIGATE ALL PLANTING AREAS. ZONE IRRIGATED TURF GRASS AND SHRUB PLANTING AREAS SEPARATELY. PROVIDE DRIP IRRIGATION FOR SHRUB BEDS. PROVIDE MINIMUM 12 INCH POP-UP SPRAY HEADS IN ANNUAL, PERENNIAL, AND GROUND COVER BEDS. DESIGN ROTORS FOR TURF GRASS AREAS MORE THAN 40' WIDE. POP-UP SPRAY HEADS FOR AREAS LESS THAN 40' WIDE.
- ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.



#### PLANT LIST FOR TYPICAL LOT LAYOUT:

NOTE: ALL PLANT MATERIAL FOUND WITHIN 30' WILDFIRE DEFENSIBLE ZONE IS CHOSEN FROM THE CSU EXTENSION FIREWISE PLANT MATERIALS LIST-6.305

QUAN.	COMMON/ BOTANICAL NAME	FIRE MITIGATION ZONE	SIZE	COMMENTS
<b>EVERGREEN TREES (ONLY TO BE LOCATED OUTSIDE THE 30' DEFENSIBLE ZONE)</b>				
Colorado Blue Spruce	<i>Picea pungens</i>	2	8' ht.	Specimen quality B&B, staked
Colorado Blue Spruce	<i>Picea pungens</i>	2	10' ht.	Specimen quality B&B, staked
<b>DECIDUOUS TREES</b>				
Quaking Aspen	<i>Populus tremuloides</i>	1 & 2	2.5" cal.	Specimen quality B&B, guyed
Quaking Aspen	<i>Populus tremuloides</i>	1 & 2	3" cal.	Specimen quality B&B, guyed
Amur Maple	<i>Acer ginnala</i>	1 & 2	2.5" cal.	Specimen quality B&B, guyed
Green Ash	<i>Fraxinus pennsylvanica</i>	1 & 2	2.5" cal.	Specimen quality B&B, guyed
Native Mountain Ash	<i>Sorbus scopulina</i>	1 & 2	clump form	Specimen quality B&B, guyed
Honeylocust	<i>Gleditsia triacanthos</i>	1 & 2	2.5" cal.	Specimen quality B&B, guyed
<b>PERENNIALS (Approximately X sf. @ 12" O.C. spacing)</b>				
Assorted Perennials (All perennials to be chosen by landscape installer from FIREWISE PLANT MATERIALS LIST)				
Blue Avena Grass	<i>Helictotrichon sempervirens</i>	1 & 2	1 gal.	Container Full
Little Bluestem	<i>Schizochyrium scoparium</i>	1 & 2	1 gal.	Container Full
<b>SEMI-EVERGREEN/BROADLEAF EVERGREEN SHRUBS</b>				
Common Mountain Mahogany	<i>Cercocarpus montanus</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
<b>DECIDUOUS SHRUBS</b>				
Arnold's Red Honeysuckle	<i>Lonicera tatarica 'Arnold's Red'</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
Burkwood Daphne	<i>Daphne burkwoodii 'Somerset'</i>	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
Common Lilac	<i>Syringa vulgaris</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
Golden Currant	<i>Ribes aureum</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
Mountain Ninebark	<i>Physocarpus monogynus</i>	1 & 2	5 gal.	Container, 5 canes minimum 12"-18" ht.
Mountain Snowberry	<i>Symphoricarpos oreophilus</i>	1 & 2	5 gal.	Container, 5 canes minimum 10"-12" ht.
Redtwig Dogwood	<i>Cornus stolonifera</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
Saskatoon Serviceberry	<i>Amelanchier alnifolia</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
Boulder Raspberry	<i>Rubus deliciosus</i>	1 & 2	5 gal.	Container, 5 canes minimum 18"-24" ht.
Wax Flower	<i>Jamesia americana</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.
Russet Buffaloberry	<i>Shepherdia canadensis</i>	1 & 2	5 gal.	Container, 5 canes minimum 24"-36" ht.

DESIGNED: Resort Concepts  
DRAWN: TT  
CHECKED: JT  
DATE: 9/28/2022  
REVISIONS:  
REVISED PUD PRELIMINARY PLAN: 4.11.23  
REVISED PUD PRELIMINARY PLAN: 6.2.23  
REVISED PUD PRELIMINARY PLAN: 7.18.23  
REVISED PUD PRELIMINARY PLAN: 8.21.23  
REVISED PUD PRELIMINARY PLAN: 10.30.23

#### PUD PRELIMINARY PLAN

SHEET TITLE:  
LANDSCAPE NOTES & DETAILS

SCALE:  
SHEET NUMBER:

L2





**EXHIBIT J**

Construction Cost Estimate



**MINTURN NORTH - MINTURN CO**  
**Engineer's Opinion Of Estimated Cost**

Section 10, Item D.

November 7, 2023

PROJECT NO: 22036.01

Prepared by Boundaries Unlimited Inc.

Final Plat - Civil Engineering Plans Dated 11-7-2023

<i>Item No.</i>	<i>Description</i>	<i>QTY</i>	<i>Unit</i>	<i>Unit Cost (Typical)</i>	<i>Cost</i>	<i>%</i>
<b>GENERAL</b>						
G1	Mobilization	1	LS	\$85,000	\$85,000	2.2%
G2	Mud Tracking Mitigation	1	LS	\$6,000	\$6,000	0.2%
G3	Erosion Control - Silt Fencing	2,589	LF	\$3.50	\$9,062	0.2%
G4	Erosion Control - Silt Logs	200	EA	\$34.00	\$6,800	0.2%
G5	Traffic Control - Barricades & Signage + Flaging	1	LS	\$90,000	\$90,000	2.3%
G6	Street Signs	10	EA	\$550	\$5,500	0.1%
G7	Revegetation (Dryland)	5	AC	\$1,700	\$8,500	0.2%
G8	Permenent Turf Reinforcement	4,900	SY	\$12.00	\$58,800	1.5%
G9	Temporary Turf Reinforcement	2,200	SY	\$9.00	\$19,800	0.5%
G10	Guard Rail	250	LF	\$160	\$40,000	1.0%
G11	Pavement Striping	1	LS	\$2,500	\$3,500	0.1%
G12	Landscape	1	LS	\$45,000	\$45,000	1.2%
				<b>Item Subtotal</b>	<b>\$377,962</b>	<b>9.8%</b>
<b>EARTHWORK</b>						
D1	Top Soil Removal & Replacement	3,450	CY	\$22.50	\$77,625	2.0%
D2	Site Excavation (Cut/Fill & Compaction)	5,300	CY	\$22.00	\$116,600	3.0%
D3	Cut Export	4,200	CY	\$38.00	\$159,600	4.2%
				<b>Item Subtotal</b>	<b>\$353,825</b>	<b>9.2%</b>
<b>SANITARY SEWER</b>						
S1	8" PVC Sewer Main	2,395	LF	\$91	\$217,945	5.7%
S2	4' Dia Concrete Manhole	12	EA	\$5,800	\$69,600	1.8%
S3	4' Dia Concrete Manhole w/Cast-Inplace Base onto Live Main	4	EA	\$8,600	\$34,400	0.9%
S4	Core Existing Manhole for New 8" pipe	1	EA	\$6,500	\$6,500	0.2%
S5	4" PVC Sewer Service	39	EA	\$3,600	\$140,400	3.7%
S6	Manhole Removal	2	EA	\$2,600	\$5,200	0.1%
S7	Plug Abandond Sewer Main Pipe Ends	5	EA	\$1,000	\$5,000	0.1%
S8	Manhole Cone Rotation, Adjust Rim & New WaterProof Lid	2	EA	\$2,600	\$5,200	0.1%
S9	Manhole Rim Elev Adjustment	4	EA	\$600	\$2,400	0.1%
				<b>Item Subtotal</b>	<b>\$486,645</b>	<b>12.7%</b>
<b>POTABLE WATER</b>						
W1	8" Tee Connection w/8" GV and 10"x8" Reducer	2	EA	\$22,000	\$44,000	1.1%
W2	10" Tee Connection w/Two 10" GV's & Plug	1	EA	\$16,000	\$16,000	0.4%
W3	10" C900 Water Main (includes fittings & restraints)	2,517	EA	\$144.00	\$362,448	9.4%
W4	10" Gate Valve	4	EA	\$4,800	\$19,200	0.5%
W5	Sleeve & Insulation for SewerLine Crossings (CDH)	60	LF	\$200	\$12,000	0.3%
W6	Fire Hydrant w/ GV, C900 Pipe, Tee, Restraints & Gravel	6	EA	\$10,800	\$64,800	1.7%
W7	PureCore Water Service w/Wettap, Saddle, Corp Stop & Curb Stop	39	EA	\$5,600	\$218,400	5.7%
W8	Air Vac Valve w/ Vault, fittings, service line & Main Connection	1	EA	\$8,000	\$8,000	0.2%
				<b>Item Subtotal</b>	<b>\$744,848</b>	<b>19.4%</b>
<b>IRRIG WATER</b>						
I1	4" HDPE DR11 Irrigation Main (includes Misc Fittings)	1,335	LF	\$55	\$73,425	1.9%
I2	2" HDPE DR11 Irrigation Main (include Misc Fittings)	1,901	LF	\$35	\$66,535	1.7%
I3	2" Valve with Box & Lid	6	EA	\$500	\$3,000	0.1%
I4	1" Drain/Air Valve w/ fittings, Box & Lid	6	EA	\$600	\$3,600	0.1%
I5	4X2 Tee Connection/Fitting	6	EA	\$300	\$1,800	0.0%
I6	Meter/Valve Vault ( includes, fittings, Valves, Meter)	1	LS	\$8,000	\$8,000	0.2%
				<b>Item Subtotal</b>	<b>\$156,360</b>	<b>4.1%</b>
<b>DRAINAGE</b>						
D1	Arch CMP Culvert Cleaning & Debris Removal	1	LS	\$22,000	\$22,000	0.6%
D2	Headwall Structure Conc. Blocks for Exisitng Arch CMP Culv Entrance	240	SF	\$120	\$28,800	0.7%



**MINTURN NORTH - MINTURN CO**  
**Engineer's Opinion Of Estimated Cost**

Section 10, Item D.

November 7, 2023

PROJECT NO: 22036.01

Prepared by Boundaries Unlimited Inc.

Final Plat - Civil Engineering Plans Dated 11-7-2023

<i>Item No.</i>	<i>Description</i>	<i>QTY</i>	<i>Unit</i>	<i>Unit Cost (Typical)</i>	<i>Cost</i>	<i>%</i>	
D3	18" Nominal Angular RipRap	100	Ton	\$154.00	\$15,400	0.4%	
D4	Concrete Headwall & Wingwall Structures for Culverts	6	EA	\$11,000	\$66,000	1.7%	
D5	24" RCP Culvert	188	LF	\$165	\$31,020	0.8%	
D6	18" ADS-N12 Culvert	336	LF	\$120	\$40,320	1.0%	
D7	18" Flared End Sections	7	EA	\$480	\$3,360	0.1%	
D8	Type R Inlet w/Snout & Bio-skirts	7	EA	\$11,500	\$80,500	2.1%	
D9	Nyloplast Single Inlet w Snout & Bio-skirts	2	EA	\$9,000	\$18,000	0.5%	
D10	Nyloplast Double Inlet w Snout & Bio-skirts	2	EA	\$13,250	\$26,500	0.7%	
D11	Ditch Gabion Check Dams	48	EA	\$725	\$34,800	0.9%	
				<b>Item Subtotal</b>	<b>\$366,700</b>	<b>9.5%</b>	
<b>SHALLOW UTILITES (Electric, Communications &amp; Gas)</b>							
U1	Heritage OH Pwr Line Relocation (Trench Excavation only)	1,820	LF	\$20	\$36,400	0.9%	
U2	Primary Elect/Comm lines/Trench Exc & Conduit Install	2,957	LF	\$25	\$73,925	1.9%	
U3	Electric Transformers/Vault install	9	EA	\$1,200	\$10,800	0.3%	
U5	Gas line Trenching	3,210	LF	\$20	\$64,200	1.7%	
				<b>Item Subtotal</b>	<b>\$148,925</b>	<b>3.9%</b>	
<b>ROADS, CURB &amp; Apron, Pans &amp; Sidewalk</b>							
R1	Asphalt Saw Cut & Rotomill	172	LF	\$22	\$3,784	0.1%	
R2	Minturn Road Demo & Subgrade Prep & Compaction	3,716	SY	\$7	\$26,014	0.7%	
R3	On-Site Roads Demo & Subgrade Prep & Compaction	900	SY	\$9	\$8,100	0.2%	
R4	Class 6 ABC for Roads, Drives, Curbs, Aprons, Pans, Walk & Shldrs	5,245	Ton	\$41	\$215,045	5.6%	
R5	18" Standard Vertical & Mountable Curb & Gutter	5,609	LF	\$40	\$224,360	5.8%	
R6	12" Spill Curb Edge	181	LF	\$36	\$6,516	0.2%	
R7	Curb Return Apron Fillets & Valley Pans	2,285	SF	\$18	\$41,130	1.1%	
R8	5' Sidewalk	1,232	SF	\$14	\$17,248	0.4%	
R9	On-Site Roads ADA ramps	426	SF	\$14	\$5,964	0.2%	
R10	3" Asphaltic Pavement	78	Ton	\$180	\$14,040	0.4%	
R11	4" Asphaltic Pavement	2,467	Ton	\$158	\$389,786	10.1%	
				<b>Item Subtotal</b>	<b>\$951,987</b>	<b>24.8%</b>	
<b>TRAILS</b>							
T1	Trail 53 Parking Space Site Grading/Subgrade Preparation	1	LS	\$6,000	\$6,000	0.2%	
T2	Trail 53 Parking Space - 6" Class 6 ABC	980	Ton	\$41	\$40,180	1.0%	
T3	ECO Trail Class 6 ABC	1,036	Ton	\$41	\$42,476	1.1%	
T4	ECO Trail 3" Asphalt	472	Ton	\$168	\$79,296	2.1%	
T5	ECO Trail ADA ramps	175	SF	\$22	\$3,850	0.1%	
T6	ECO Trail Bridge (To be determined)	1	LS	\$75,000	\$75,000	2.0%	
T7	Onsite 3' wide Trail (6" Compacted crusher fines over 160N Fabric)	328	LF	\$22	\$7,216	0.2%	
				<b>Item Subtotal</b>	<b>\$254,018</b>	<b>6.6%</b>	
					<b>CONSTRUCTION TOTAL</b>	<b>\$3,841,270</b>	<b>100.0%</b>
<b>OTHER SERVICES &amp; COSTS</b>							
A1	Construction Survey		2.0%		\$76,825	2.0%	
A2	Testing (water, sewer, compaction)		2.0%		\$76,825	2.0%	
A3	BOND		1.5%		\$57,619	1.5%	
A4	Contingency (10%)		10.0%		\$384,127	10.0%	
				<b>Item Subtotal</b>	<b>\$595,397</b>	<b>15.5%</b>	
					<b>TOTAL COSTS</b>	<b>\$4,436,667</b>	



P.O. Box 3901  
Eagle, Colorado 81631

## YARNELL CONSULTING & CIVIL DESIGN, LLC

129 Midland Avenue  
Basalt, Colorado 81621

(970) 323-7008      11/7/2023

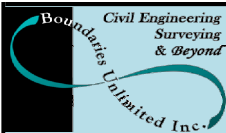
### ENGINEER'S OPINION OF PROBABLE COST

Project Name: North Minturn P.U.D.

Project No.: 20.004

Item No.	Description	Quantity	Units	Unit Price	Ext. Price
	<b>GENERAL</b>				
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Construction Surveying	1	LS	\$ 15,000.00	\$ 15,000.00
3	Traffic Control	30	Day	\$ 900.00	\$ 27,000.00
	<b>EROSION CONTROL &amp; REVEGETATION</b>				
4	Sediment Control Logs	191	LF	\$ 2.50	\$ 477.50
5	Hydromulch	722	SY	\$ 5.00	\$ 3,611.11
	<b>DEMOLITION &amp; RELOCATION</b>				
6	Sawcut	2,165	LF	\$ 4.00	\$ 8,660.00
7	Remove Guardrail	108	LF	\$ 12.00	\$ 1,296.00
8	Mill Asphalt (~2-inch Depth)	10,852	SF	\$ 2.65	\$ 28,757.80
9	Remove Full-Depth Asphalt	4,225	SF	\$ 5.50	\$ 23,237.50
	<b>EARTHWORK</b>				
10	Sub-grade Soil Preparation (1-foot)	967	SY	\$ 6.00	\$ 5,802.00
11	Strip, Relocate, & Place Topsoil	100	CY	\$ 30.00	\$ 3,000.00
12	Import Structural Fill	50	CY	\$ 38.00	\$ 1,900.00
13	Import 8" Base Course	294	Ton	\$ 42.00	\$ 12,336.50
14	Riprap	3	Ton	\$ 154.00	\$ 462.00
	<b>UTILITIES</b>				
15	CDOT Type R Storm Sewer Inlet	1	Ea	\$ 5,750.00	\$ 5,750.00
16	CDOT Type D Storm Sewer Inlet	1	Ea	\$ 8,600.00	\$ 8,600.00
17	Adjust Manhole Rim Elevation	1	Ea	\$ 750.00	\$ 750.00
	<b>FLATWORK</b>				
18	CDOT Type IIB Curb & Gutter	765	LF	\$ 47.00	\$ 35,955.00
19	Irregular Curb & Gutter	100	LF	\$ 72.00	\$ 7,200.00
20	4" Hot-Mix Asphalt Pavement	218	Ton	\$ 180.00	\$ 39,163.50
21	2" Hot-Mix Asphalt Overlay	635	Ton	\$ 180.00	\$ 114,306.75
	<b>PAVEMENT MARKINGS</b>				
22	4-inch Double-Yellow Centerline	1,002	LF	\$ 1.65	\$ 1,653.30
23	4-inch White Edge Line	2,087	LF	\$ 1.25	\$ 2,608.75
24	8-inch White Turn Bay Line	276	LF	\$ 2.35	\$ 648.60
<b>Notes:</b> 1. Prices assume there is adequate ROW width. 2. No design or permitting prices included.				<b>Sub-Total* =</b>	<b>\$ 368,176.31</b>
				20% Contingencies =	\$ 73,635.26
				5% Testing & Observation =	\$ 18,408.82
				3-year Inflation (8%/year) =	\$ 76,553.67
				<b>Total =</b>	<b>\$ 536,774.06</b>

\*This tabulation of costs represents Yarnell Consulting & Civil Design, LLC's (YCCD's) opinion of the costs associated with completing the scope of work. Since many factors determine the ultimate cost of construction, YCCD cannot offer any warranty as to the information provided. It is recommended that a qualified contractor review the scope of work to confirm the costs.



**MINTRUN ROAD (Offsite Improvements)**  
**MINTURN NORTH - MINTURN CO**  
**Engineer's Opinion Of Estimated Cost**

November 7, 2023

PROJECT NO: 22036.01

Prepared by Boundaries Unlimited Inc.

Final Plat - Civil Engineering Estimate Dated 8-3-2023

Item No.	Description	QTY	Unit	Unit Cost (Typical)	Cost	%
<b>GENERAL</b>						
G1	Mobilization	1	LS	\$85,000	\$85,000	7.4%
G2	Traffic Control - Barricades & Signage + Flagging	1	LS	\$24,000	\$24,000	2.1%
G3	Erosion Control - Silt Fencing	4,380	LF	\$3.50	\$15,330	1.3%
G4	Erosion Control - Silt Logs	110	EA	\$34.00	\$3,740	0.3%
G5	Hydromulch Revegetation	7,300	SY	\$5	\$24,000	2.1%
G6	Pavement Striping	1	LS	\$2,500	\$36,500	3.2%
				<b>Item Subtotal</b>	<b>\$188,570</b>	<b>16.5%</b>
<b>DRAINAGE</b>						
D1	18" ADS-N12 Culvert (4 road crossings)	336	LF	\$120	\$40,320	3.5%
D2	18" Culvert Flared End Section	8	EA	\$200	\$1,600	0.1%
D3	18" Nominal Angular RipRap	100	Ton	\$154.00	\$15,400	1.3%
D4	Borrow Ditch and Shoulder Improvements (Excavation & Compaction)	2,000	CY	\$30.00	\$60,000	5.3%
				<b>Item Subtotal</b>	<b>\$117,320</b>	<b>10.3%</b>
<b>ROAD</b>						
R1	Minturn Road Demo & Subgrade Prep & Compaction	15,000	SY	\$6.00	\$90,000	7.9%
R2	Class 6 ABC 6" Depth Subbase	3,699	Ton	\$42.00	\$155,358	13.6%
R3	Class 6 ABC 2' Wide Shoulder	1,233	Ton	\$43.00	\$53,019	4.6%
R4	4" Asphaltic Pavement	2,596	Ton	\$180.00	\$467,280	40.9%
R5	Minturn Road Interconnection - Each Ends	2	EA	\$10,000	\$20,000	1.8%
R6	RailRoad Crossing Improvements	1	LS	\$25,000	\$25,000	2.2%
R7	Bridge Approach Improvements ( Eagle River Crossing)	1	LS	\$25,000	\$25,000	2.2%
				<b>Item Subtotal</b>	<b>\$835,657</b>	<b>73.2%</b>
<b>CONSTRUCTION TOTAL</b>					<b>\$1,141,547</b>	<b>100.0%</b>
<b>OTHER SERVICES &amp; COSTS</b>						
O1	Drainage Study	1	LS	\$25,000	\$25,000	2.2%
O2	Civil Engineering	1	LS	\$25,000	\$25,000	2.2%
O3	Construction Surveying & Staking	1	LS	\$15,000	\$15,000	1.3%
O4	Geotech Testing (compaction)	1	2.0%	\$15,000	\$15,000	1.3%
O5	Construction Observation	1	LS	\$20,000	\$20,000	1.8%
O6	BOND		1.5%		\$17,123	1.5%
O7	Contingency (10%)		10.0%		\$114,155	10.0%
O8	3 Year Inflation adjustment (8%/YR)		24.0%		\$273,971	24.0%
				<b>Item Subtotal</b>	<b>\$231,278</b>	<b>20.3%</b>
<b>TOTAL COSTS</b>					<b>\$1,372,825</b>	

*Note: Any opinions of price, probable project costs or construction costs prepared by Boundaries Unlimited Inc. represent its best judgement and are furnished for general guidance. Boundaries Unlimited Inc. makes no warranty of guarantee, either expressed or implied as to the accuracy of such opinions as compared to bid or actual costs.*



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Fax: 970.945.7336  
*\*Direct Mail to Glenwood Springs*

DATE: October 27, 2023  
TO: Minturn Mayor and Council  
FROM: Karp Neu Hanlon, P.C.  
RE: Dissolution of GID

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Presented for Council’s consideration on first reading is an ordinance to dissolve the Town of Minturn General Improvement District (“GID”). The GID was created in 2008 as part of the various approvals for Battle Mountain. Despite the Battle Mountain PUD and subdivision approved not moving forward, the GID has remained an entity requiring an annual audit and approvals by the Town Council. As part of the settlement agreement with Battle Mountain, the Town and Battle Mountain agreed that the GID will be dissolved.

Ordinance No. 18 will effectuate the dissolution of the GID. The ordinance notes that the GID currently has no debt. The account balance in the GID fund will be transferred to the Minturn general fund. After the ordinance is effective, it will be recorded in the public records of Eagle County.

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 18 - SERIES 2023**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE DISSOLUTION OF THE  
TOWN OF MINTURN GENERAL IMPROVEMENT  
DISTRICT.**

**WHEREAS**, The Town of Minturn (“Town”), by Ordinance No. 24 – Series 2008, created the Town of Minturn General Improvement District, Town of Minturn, County of Eagle, Colorado (“General Improvement District”), recorded on January 29, 2009, at Reception No. 200901380; and

**WHEREAS**, The Town designated certain improvements and services which were to be completed within the General Improvement District; and

**WHEREAS**, Fifteen years have passed since the establishment of the General Improvement District, and the designated improvements have not been constructed; and

**WHEREAS**, No debt has been incurred for which the General Improvement District has an obligation to repay; and

**WHEREAS**, The General Improvement District has approximately \$2,958.98 in unexpended funds; and

**WHEREAS**, Pursuant to C.R.S. §§ 31-25-606, 31-25-607, 31-25-609 and 31-25-625, the Town, acting by and through the Minturn Town Council (“Town Council”) as the board of directors of the General Improvement District, may dissolve the General Improvement District at a duly noticed public hearing, after hearing any protests against or objections to such dissolution and upon a finding by the Town Council that such dissolution is in the best interests of the Town, so long as the General Improvement District has satisfied or paid in full all of its outstanding indebtedness, obligations, and liabilities, if any; and

**WHEREAS**, the Town Council at duly noticed public hearing considered the proposed dissolution of the General Improvement District and determined that the General Improvement District has satisfied or paid in full all of its outstanding indebtedness, obligations, and liabilities, if any, and such dissolution is in the best interest of the Town.

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

1. The foregoing recitals are incorporated herein as if set forth in full.
2. After consideration of any protests against or objections to the dissolution of the General Improvements District in accordance with C.R.S. §§ 31-25-607 and 31-25-625, the Town has determined the following:
  - (a) The General Improvement District is no longer necessary.

(b) The General Improvement District has no outstanding indebtedness, obligations, or liabilities; and

(c) Dissolution of the General Improvement District is in the best interests of the citizens of the Town, the owners of property located within the boundaries of the General Improvement District and all other concerned parties.


3. In accordance with C.R.S. § 31-25-625, the Town hereby dissolves the General Improvement District. This action has no effect on the existence, legal status, or continued right of public access over or through any road, easement or other property interest within the General Improvement District or obtained when the General Improvement District was created.

4. Town Council directs the Town Clerk, on or promptly following the effective date of this Ordinance, to file a certified copy of this Ordinance for recording in the public records of the Eagle County Clerk and Recorder's office and, in accordance with C.R.S. § 31-25-625, upon such recording, dissolution of the General Improvement District shall be complete.


5. Following dissolution, the Town shall first utilize the General Improvement District's unexpended funds to cover the Town's costs incurred in dissolving the General Improvement District. The Town shall then release any remaining unexpended funds to the Town's general fund.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN OF MINTURN WEBSITE THE 1ST DAY OF NOVEMBER 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15TH DAY OF NOVEMBER, 2023 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 OF MINTURN WEBSITE THIS 15TH DAY OF NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 14 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 18 OF THE MINTURN MUNICIPAL CODE TO AMEND THE 2021 INTERNATIONAL RESIDENTIAL CODE CONCERNING THE SPRINKLING OF RESIDENTIAL BUILDINGS UNDER 6000 SF

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 NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 15 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENT FOR MINTURN NORTH

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 16 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE UPRR SUBDIVISION

FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 17 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE MINTURN NORTH PUD

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO**

**ORDINANCE NO. 18 - SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE DISSOLUTION OF THE TOWN OF MINTURN GENERAL IMPROVEMENT DISTRICT.

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 19 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 11 OF THE MINTURN MUNICIPAL CODE TO AMEND THE PROHIBITION OF (SNOW) DEPOSITS ON PUBLIC WAYS

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**PUBLISHED IN THE VAIL DAILY ON SATURDAY,  
NOVEMBER 4, 2023.**



To: Mayor and Council  
 From: Michelle Metteer  
 Date: November 1, 2023  
 Agenda Item: Ordinance 19 - Series 2023 Amending Chapter 11, Streets, Sidewalks and Public Property to allow for the depositing of snow in the public right of way during specific timeframes.

**REQUEST:**

Review and approve Ordinance 19 - Series 2023 on first reading amending Chapter 11 of the Minturn Municipal Code to amend allow for the hand-shoveling of snow from sidewalks into the right of way on town owned streets.

**INTRODUCTION:**

Minturn has held two public discussions on the topic of snow removal and the Snow Removal Plan. These discussions culminated in the adoption of the 2023/24 Minturn Snow Removal Plan; Resolution 30 – Series 2023. Within the Plan is identified the allowance for Minturn Residents to hand-shovel snow from sidewalks into the right of way of town owned streets. This is an effort to help mitigate the complications some residents face due to a lack of on-site snow storage. This also allows the Town to address other snow-related violations while following the Minturn Municipal Code in a fair and equitable manner.

**COMMUNITY INPUT:**

After receiving community feedback, staff has added a clause to Ordinance 19 allowing for residential depositing of snow in the Community Garden lot.

**BUDGET / STAFF IMPACT:**

TBD.

**STRATEGIC PLAN ALIGNMENT:**

The comprehensive review and updating of the Town’s land use and subdivision regulations and processes aligns with the following key strategies:

**PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT**

THE TOWN WILL SEEK TO MAKE INFORMED, DATA-BASED DECISIONS WITH A STANDARD OF “DOING IT RIGHT.” WITH AN HONEST APPROACH TO ALL ASPECTS OF LOCAL GOVERNMENT AND A FOCUS ON THE PUBLIC PROCESS, THE TOWN COUNCIL AND STAFF ARE COMMITTED TO SERVING MINTURN WITH THE HONESTY AND INTEGRITY EXPECTED OF A SMALL-TOWN GOVERNMENT.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Approve Ordinance 19 - Series 2023 Amending Chapter 11, Streets, Sidewalks and Public Property to allow for snow to be deposited within the public right of way on town-owned streets



between the hours of 4:00AM and 7:00AM.

**ATTACHMENTS:**

- Ordinance 19 – Series 2023

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 19 – SERIES 2023

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING  
CHAPTER 11 OF THE MINTURN MUNICIPAL CODE TO AMEND THE  
PROHIBITION OF (SNOW) DEPOSITS ON PUBLIC WAYS

**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**, Resolution 30 – Series 2023 Approved the Minturn Snow Removal Plan which contains specific provisions in support of the proposed amendments to Chapter 11, Streets, Sidewalks and Public Property; and

**WHEREAS**, by Ordinance No. 05 – Series 2023 the Town Council adopted and amended the 2021 versions of the International Building Code, International Residential Code, International Fuel Gas Code, International Energy Conservation Code, International Plumbing Code, International Mechanical Code, International Property Maintenance Code, and International Fire Code, and National Electrical Code (collectively, the “International Codes”); and

**WHEREAS**, Section 11.11 of the Home Rule Charter and Section 31-16-202, C.R.S. provides the Town the authority to adopt and amend building and energy codes to suit local conditions; and

**WHEREAS**, on November 6, 2023, the Minturn Town Council approved this ordinance on first reading; and

**WHEREAS**, the Town Council has determined, based on extended public discussions held during the public meetings scheduled June 7, 2023 and October 18, 2023, that the proposed amendment is in alignment with public sentiment.

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 11 of the Minturn Municipal Code is hereby amended to read as follows, with additions shown in double underlined text and deletions shown in ~~strike through~~ text. Sections of Chapter 11 which are not expressly described in this Ordinance are deemed to continue to be in full effect without change.

**CHAPTER 11 – Streets, Sidewalks and Public Property**

\* \* \*

**ARTICLE 1 – Snow Removal**

\* \* \*

**Sec. 11-1-40. – Amendments.**


Sec. 11-1-40. - Deposits on public ways prohibited.

- (a) It is unlawful for any person to litter, track or deposit or cause to be littered, tracked or deposited, sand, gravel, rocks, mud, dirt, snow, ice or any other debris or material upon any street, sidewalk, alley or public place, or any portion thereof.
- (b) The provisions of this Section shall not be applicable:
  - (1) Within the immediate area of any construction, maintenance or repair project of any street or alley or any water main, sewer main, electricity main, gas line, telephone line or any appurtenances thereto;
  - (2) To deposits of sand, dirt or material necessary for the protection of the public safety; and
  - (3) To public areas designated for the dumping or depositing of said materials.
  - (4) For the purposes of hand-shoveling of snow from sidewalks to within the public right of way on town-owned streets between the hours of 4:00AM and 7:00AM.
  - (5) For the purposes of residential (non-commercial) dumping of snow at the snow dump pile located at 231 Boulder St; otherwise known as the community garden.

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 1<sup>ST</sup> DAY OF NOVEMBER 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN

OF MINTURN, COLORADO ON THE 15<sup>TH</sup> DAY OF NOVEMBER 2023 AT 5:30 PM. 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 15<sup>TH</sup> DAY OF NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

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

ATTEST:

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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 14 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 18 OF THE MINTURN MUNICIPAL CODE TO AMEND THE 2021 INTERNATIONAL RESIDENTIAL CODE CONCERNING THE SPRINKLING OF RESIDENTIAL BUILDINGS UNDER 6000 SF

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 NOVEMBER 2023.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: Jay Brunvand, Town Clerk

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 15 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL DEVELOPMENT PLAN FOR PLANNED UNIT DEVELOPMENT FOR MINTURN NORTH

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 16 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE UPRR SUBDIVISION

FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 17 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE FINAL SUBDIVISION PLAT FOR THE MINTURN NORTH PUD

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO**

**ORDINANCE NO. 18 - SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO APPROVING THE DISSOLUTION OF THE TOWN OF MINTURN GENERAL IMPROVEMENT DISTRICT.

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 19 – SERIES 2023**

AN ORDINANCE OF THE TOWN OF MINTURN, COLORADO AMENDING CHAPTER 11 OF THE MINTURN MUNICIPAL CODE TO AMEND THE PROHIBITION OF (SNOW) DEPOSITS ON PUBLIC WAYS

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 1st DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 15th DAY OF NOVEMBER, 2023 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

**PUBLISHED IN THE VAIL DAILY ON SATURDAY,  
NOVEMBER 4, 2023.**



To: Mayor and Council  
From: Michelle Metteer  
Date: November 1, 2023  
Agenda Item: Ordinance 19 - Series 2023 Amending Chapter 11, Streets, Sidewalks and Public Property to allow for the depositing of snow in the public right of way during specific timeframes.

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**REQUEST:**

Review and approve Ordinance 19 - Series 2023 on first reading amending Chapter 11 of the Minturn Municipal Code to amend allow for the hand-shoveling of snow from sidewalks into the right of way on town owned streets.

**INTRODUCTION:**

Minturn has held two public discussions on the topic of snow removal and the Snow Removal Plan. These discussions culminated in the adoption of the 2023/24 Minturn Snow Removal Plan; Resolution 30 – Series 2023. Within the Plan is identified the allowance for Minturn Residents to hand-shovel snow from sidewalks into the right of way of town owned streets. This is an effort to help mitigate the complications some residents face due to a lack of on-site snow storage. This also allows the Town to address other snow-related violations while following the Minturn Municipal Code in a fair and equitable manner.

**COMMUNITY INPUT:**

Residents, businesses, and snowplow contractors are encouraged to provide feedback.

**BUDGET / STAFF IMPACT:**

TBD.

**STRATEGIC PLAN ALIGNMENT:**

The comprehensive review and updating of the Town’s land use and subdivision regulations and processes aligns with the following key strategies:

**PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT**

THE TOWN WILL SEEK TO MAKE **INFORMED, DATA-BASED DECISIONS** WITH A **STANDARD OF “DOING IT RIGHT.”** WITH AN **HONEST** APPROACH TO ALL ASPECTS OF LOCAL GOVERNMENT AND A FOCUS ON THE **PUBLIC PROCESS**, THE TOWN COUNCIL AND STAFF ARE COMMITTED TO SERVING MINTURN WITH THE HONESTY AND INTEGRITY EXPECTED OF A SMALL-TOWN GOVERNMENT.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Approve Ordinance 19 - Series 2023 Amending Chapter 11, Streets, Sidewalks and Public Property to allow for snow being deposited within the public right of way on town-owned streets between the hours of 4:00AM and 7:00AM.

**ATTACHMENTS:**

- Ordinance 19 - Series 2023



[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

Glenwood Springs – Main Office  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Aspen  
323 W. Main Street  
Suite 301  
Aspen, CO 81611

Montrose  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

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

DATE: November 10, 2023  
TO: Minturn Mayor and Town Council  
FROM: Karp Neu Hanlon, P.C. / Nick Poppe, Esq.  
RE: Settlement for Belden Place Lawsuit

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In Spring 2022, the Town Council held public hearings associated with the Belden Place PUD. On March 16, 2022, the Town Council approved the PUD Plan, Final Plat, Subdivision Improvements Agreement, and a cost sharing agreement related to drainage improvements. The Council was unaware that a few days prior to these public hearings the developer filed a lawsuit against the Town. The litigation has been pending for 18 months. The Town did receive a positive ruling on a motion to dismiss. However, that Court order did leave some claims pending. In the interim, the parties have discussed a settlement structure.

The settlement agreement attached has been reviewed by Belden Place who has agreed to the provisions. The settlement agreement has also been reviewed by Nick Poppe the Town’s CIRSA attorney. Here is a brief explanation as to how the proposed settlement works.

Similar to the Battle Mountain settlement, the Belden Place settlement is contingent to various approvals to be obtained after the agreement is signed. Specifically, the settlement allows for Belden Place to seek the following approvals from Council after the settlement is executed:

1. An application to have the 16 SFEs of water service not needed by Minturn North allocated to Belden Place. The original water moratorium, which still applies to Belden Place, allows for such a hearing and decision by Council. As you will see in the agreement, Belden Place will still be a few SFEs short for full buildout.
2. An application to amend the PUD plan and final plat for Belden Place to eliminate the Triplex on Lot 12/13/14 and replace it with a single-family unit plus an ADU. This will help lower the total number of SFEs required for full build out of the project.
3. An application to amend the Subdivision Improvements Agreement to modify provisions related to the number of SFEs required to serve Belden Place together with other minor changes.

During the period that these applications are being considered, the litigation will be stayed to prevent further expenditure of work on the matter. If any of these applications are denied, Belden Place may withdraw from the settlement agreement and proceed with the litigation. If the applications are approved, the litigation will be dismissed.

Further, if the settlement is approved, Belden Place agrees that the Town contribution for drainage improvements will be void. Also, the Town would agree to a stipulation in a pending code enforcement case that would allow Belden Place not to fill in the excavation on the property (because presumably construction would commence shortly thereafter).

Staff believes that the proposed settlement is a workable framework for resolving the Belden Place issues. The matters described above would be handled in public hearings where members of the public can participate. Only after that public process had played out would the Town dismiss the litigation. Staff recommends approval of the settlement agreement.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this**  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF MINTURN**

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

**ATTEST:**

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

**SETTLEMENT AND RELEASE AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT**

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

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

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

6. Stay of the Litigation. The Parties agree to stay the Litigation while the applications for the SFE allocation and amendments to the Belden Place Final Development Plan, Belden Place Final Subdivision Plat and the SIA are processed.
7. Dismissal of the Litigation if Approval is Granted. If Minturn approves Miners' SFE application and allocates the 16 SFEs to Belden Place (for a total of 39 SFEs to Belden Place), and Minturn approves Miners' Belden Place Final Development Plan amendment and Final Subdivision Plat amendment to replace the Triplex on Lot 12/13/14 with a single-family unit plus an ADU, and amend the SIA as described in Section 4 above, then the Parties shall file a stipulated dismissal of the Litigation and release their claims against one another in the Litigation. Each party shall bear its own costs and attorney's fees. In the event that Miners does not file the applications identified in Sections 2, 3 and 4 herein within 60 days from the Effective Date, or if Minturn does not approve the applications identified in Sections 2, 3 and 4 herein within 120 days from the Effective Date, then the Parties shall file a motion with the Court to terminate the stay of the Litigation and the Litigation will continue.
8. Approval of Belden Place Final Plan. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Belden Place Final Plan as amended, is deemed approved, and Miners shall be permitted to proceed with the Belden Place project in conformance with the amended approval documents. The Parties, however, shall cooperate and work in good faith to update any documents to reflect the amended approval documents such as the Land Use Covenant. Miners acknowledges that any future applications to amend the Belden Place Final Development Plan shall be subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.
9. Cost Sharing and Construction Management Agreement. The Parties acknowledge and agree that if Minturn approves Miners' SFE application and applications to amend the Belden Place Final Development Plan amendment, Final Subdivision Plat, and SIA as described above, then the Cost Sharing and Construction Management Agreement approved in Resolution No. 10, Series 2022 is null and void. If such approvals are granted, Miners will support the Town taking action to revoke Resolution No. 10, Series 2022. Minturn will cooperate and work in good faith with Miners to apply for and receive approvals from the necessary parties (including but not limited to the Eagle Valley Land Trust and the United States Forest Service) such that Miners can construct the stormwater drainage improvement that will convey stormwater and runoff from Belden Place across Minturn-owned and federal property into the Eagle River. The Parties agree that Miners shall be responsible for compiling the necessary applications and obtaining approvals, but Minturn will act as the "applicant," if necessary, on approval applications with Eagle Valley Land Trust and/or the United States Forest Service. Minturn shall execute documents acknowledging the Town's grant of the right to install drainage improvements on Town property and generally expressing the Town's support for the drainage improvements.

10. Plea Deal Obligation Suspended/Terminated. The Parties acknowledge and agree that they entered into a Stipulation for Entry of Plea in Minturn Municipal Court in case number 2022-001. As part of the Stipulation, Miners is required to restore the disturbed site on the Property to pre-disturbance conditions by October 11, 2023, as more specifically described in Section F.1. of the Stipulation for Entry of Plea. The October 11, 2023, deadline, is hereby extended to October 11, 2024. Additionally, if Minturn approves Miners' SFE application and Belden Place Final Development Plan, Final Subdivision Plat, and SIA amendments as described above, then Miners' obligation to restore the Property as described in Section F.1. of the Stipulation for Entry of Plea shall terminate and no longer be required. Under such circumstances Minturn agrees to file appropriate documentation in Minturn Municipal Court in case number 2022-001 to effectuate this provision.
11. Right to Remove Lot(s)/Unit(s). The Parties acknowledge and agree that, even by replacing the Triplex on Lot 12/13/14 with a single-family unit and an ADU as described above, Belden Place may still be short SFEs to fully build out the project as configured. For a period of 7 years from the Effective Date, if additional SFEs do not become available for Belden Place so it can fully build out the project, then Miners may eliminate or reconfigure lot(s) and/or unit(s) in the project accordingly, subject to any then-existing ordinances or restrictions on development and water services, as the Town has deemed necessary and appropriate.
12. Execution Voluntary. Each Party acknowledges that this Agreement is voluntarily made, that such Party has entered into this Agreement after having been advised by legal counsel of such Party's choice. Except for the express representations and/or warranties contained in this Agreement, each Party also expressly assumes the risk that the facts and law may be or become different from the facts and law as believed to exist by such Party in entering into this Agreement.
13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective agents, employees, independent contractors, servants, successors, assigns, heirs, executives, administrators, and all other persons, firms, corporations, associations, or partnerships related to each of them.
14. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof. No change, amendment, or attempted waiver of any of the provisions of this Agreement and no other agreement, statement, or promise made by any Party, which is not contained in this Agreement, shall be binding or valid unless it is set forth in writing and signed by all Parties.
15. Interpretation. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any Party. The headings contained in this Agreement are for convenience and reference only and shall not be used in the interpretation of this Agreement or any provision hereof.

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

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

18. Miscellaneous: This Agreement:

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

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

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

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

**The Town of Minturn**

\_\_\_\_\_  
By: Don Barnes, its Manager

\_\_\_\_\_  
By: Earl Bidez, its Mayor



To: Mayor and Council  
From: Jay Brunvand  
Date: November 15, 2023  
Agenda Item: Ordinance 20 – Series 2023

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**REQUEST:**

Council is asked to approve Ordinance 20 – Series 2023 (First Reading)

**INTRODUCTION:**

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

**ANALYSIS:**

This Ordinance takes into account only those items which are anticipated to exceed their original line item budget. Revenues which exceed their original budget indicates additional revenue, expenses that exceed their original budget indicates overspending of that line item. Revenues and expenses that exceed their original budget need to be supplemented in order to properly recognize and then utilize this variance in the appropriated budget. This supplemental appropriation only increases revenue and expenses, it does not un-appropriate funds which will not exceed. This means the Ordinance and action requested only addressed excess revenue and expense, it does not address items that will save money by coming in under budget. This may give a false view that we are overspending the budget when in fact we do have the funds on hand and in many cases the expense was appropriated by prior council action.

**COMMUNITY INPUT:**

As an Ordinance this will require a public hearing.

**BUDGET / STAFF IMPACT:**

This Ordinance is formal documentation of additional income received and expenses made throughout the FY2023. The impact to the budget is very real and very necessary to include as an update to the originally approved FY2023 budget in order to be in compliance with and prepared for our annual audit.

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:**

An ordinance amending the 2022 budget as set forth in the following exhibit “a”, to appropriate additional general fund revenues in the amount of \$280,372.00, and appropriating additional



general fund expenditures in the amount of \$157,376.00, and appropriating additional enterprise fund revenues in the amount of \$343,000.00, and appropriating additional enterprise fund expenditures in the amount of \$218,701.00, and appropriating additional conservation trust fund revenues in the amount of \$3,000.00, and appropriating additional market fund revenues in the amount of \$4,000.00, and appropriating additional market fund expenses in the amount of \$19,300.00, and appropriating additional capital fund revenues in the amount of \$7,500.00, and appropriating additional scholarship fund expenses in the amount of \$1,400.00, and appropriating additional battle mountain fund revenues in the amount of \$2,000.00,

ATTACHMENTS:

- Ordinance 20 – Series 2023

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 20 – SERIES 2023**

**AN ORDINANCE AMENDING THE 2022 BUDGET AS SET FORTH IN THE FOLLOWING EXHIBIT “A”, TO APPROPRIATE ADDITIONAL GENERAL FUND REVENUES IN THE AMOUNT OF \$280,372.00, AND APPROPRIATING ADDITIONAL GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$157,376.00, AND APPROPRIATING ADDITIONAL ENTERPRISE FUND REVENUES IN THE AMOUNT OF \$343,000.00, AND APPROPRIATING ADDITIONAL ENTERPRISE FUND EXPENDITURES IN THE AMOUNT OF \$218,701.00, AND APPROPRIATING ADDITIONAL CONSERVATION TRUST FUND REVENUES IN THE AMOUNT OF \$3,000.00, AND APPROPRIATING ADDITIONAL MARKET FUND REVENUES IN THE AMOUNT OF \$4,000.00, AND APPROPRIATING ADDITIONAL MARKET FUND EXPENSES IN THE AMOUNT OF \$19,300.00, AND APPROPRIATING ADDITIONAL CAPITAL FUND REVENUES IN THE AMOUNT OF \$7,500.00, AND APPROPRIATING ADDITIONAL SCHOLARSHIP FUND EXPENSES IN THE AMOUNT OF \$1,400.00, AND APPROPRIATING ADDITIONAL BATTLE MOUNTAIN FUND REVENUES IN THE AMOUNT OF \$2,000.00,**

**WHEREAS**, in accordance with Section 8.8 of the Minturn Home Rule Charter the Council may make additional appropriations by ordinance during the fiscal year, and;

**WHEREAS**, Jay Brunvand, Treasurer, has verified that additional funds are available for appropriations in each fund from actual and anticipated revenues of the current year and prior year cash reserves, and;

**WHEREAS**, the Town Council is advised that certain revenues, expenditures and transfers must be approved by ordinance.

**NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:**

Section 1.

Upon the Town Manager’s verification that there are current year revenues available for appropriation in the General Fund, Enterprise Fund, Conservation Trust Fund, Special Revenue Fund, Marketing Fund, Capital Fund, Scholarship Fund, and Battle Mountain Resort Fund and un-appropriated prior year cash balance available in one or more of those funds, the Town Council hereby makes supplemental appropriations as specified in attached Exhibit “A”.

Section 2.

The Town Council hereby authorizes and directs the Town Manager to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations and capital projects within the budget as hereby amended in accordance with the requirements of the Home Rule Charter and the Town’s Financial Policies.

Section 3.

The adoption of this Ordinance will promote the health, safety and general welfare of the Minturn community.

Section 4.

If any provision of this Ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 15<sup>th</sup> DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 6<sup>th</sup> DAY OF DECEMBER, 2023 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 6<sup>th</sup> DAY OF DECEMBER, 2023.**

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

**ATTEST:**

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

**ORDINANCE 20 – SERIES 2023**  
**EXHIBIT “A”**

GENERAL FUND:		Addition	Revised Budget
Additional Revenue	\$ 280,372.00		
Building Permits	01-00-4210	100,000	150,000
Liquor License Fees	01-00-4230	2,000	3,500
Business License Fee	01-00-4240	4,000	26,500
Fran Fee-PSCO	01-00-4260	10,000	50,000
Muni Traffic Fines	01-00-4430	20,000	35,000
ERFPD Impact Fee	01-00-4512	3,372	3,372
Snow Dump	01-00-4519	1,000	9,500
Inv Earned	01-00-4540	140,000	175,000
 Additional Expense	 \$ 157,376.00		
Eng Services	01-01-5221	75,000	150,000
ERFPD Impact Fees	01-01-5240	3,229	3,229
Workers Comp	01-01-5300	1,086	11,086
Town Liab Ins	01-01-5310	2,561	2,561
Building Inspections	01-02-5214	10,000	48,000
Events-Emp’ee Ins	01-05-5091	8,000	20,000
Public Building R/M	01-06-5290	22,500	37,500
Street/Sidewalk Maint	01-06-5352	16,000	56,000
Snow Removal Contract	01-06-5353	19,000	26,500
 ENTERPRISE FUND:			
Additional Revenue	\$343,000.00		
Misc Rev	02-00-4275	3,000	22,000
System Imp Fee	02-00-4322	20,000	62,500
Tank Loan	02-00-4575	320,000	320,000
 Additional Expense	 \$ 218,701.00		
Water Meter Install	02-06-5160	32,000	32,000
Plant R&M	02-06-5293	60,000	100,000
H2O Water Rights	02-06-5352	5,876	145,876
Mosquito Control	02-07-6001	825	5,425
Water Plant CIP	02-09-8002	20,000	105,000
Water Tank CIP	02-09-8003	100,000	100,000
 CONSERVATION TRUST FUND:			
Additional Revenue	\$ 3,000.00		
Inv Earn	03-00-4540	3,000	3,400
 Additional Expense	 \$ 0.00		
 BUILDING FUND:			
Additional Revenue	\$ 0.00		
 Additional Expense	 \$ 0.00		
 MARKET FUND:			
Additional Revenue	\$ 4,000.00		
Sponsorship	05-00-4592	4,000	10,000
 Additional Expense	 \$19,300.00		
Supplies-General	05-01-5100	14,000	21,000
Supplies-Promotional	05-01-5105	5,100	20,100
Supplies-Contract Labor	05-01-5110	200	15,200

CAPITAL FUND:

Additional Revenue	\$ 7,500.00		
Investment Earned	06-00-4540	7,500	12,000
Additional Expense	\$ 0.00		

GID FUND:

Additional Revenue	\$ 0.00		
Additional Expense	\$ 0 .00		

SCHOLARSHIP FUND:

Additional Revenue	\$ 0.00		
Additional Expense	\$ 1,400.00		
Scholarship Awards		1,400	8,000

BATTLE MOUNTAIN RESORT FUND:

Additional Revenue	\$2, 000.00		
Interest Earned	09-00-4540	2,000	4,500
Additional Expense	\$ 0.00		



To: Mayor and Council  
From: Jay Brunvand  
Date: November 15, 2023  
Agenda Item: Ordinance 21 – Series 2023

---

**REQUEST:**

Council is asked to approve Ordinance 21 – Series 2023 (First Reading)

**INTRODUCTION:**

This is an annual Ordinance setting forth and approving the Fiscal Year 2024 mill levy on First Reading.

**ANALYSIS:**

This is an annual ordinance approved by Council to establish the mill levy on property assessments for the following year. Our mill levy was set at 17.934 mills in 1998 allowing us to collect, spend, or save all revenue generated based on the county assessment. These funds flow into the General Fund as a major source of revenue to meet our budgeted needs. The mill levy collection of property tax makes up over 30% of Minturn's annual General Fund revenues.

**COMMUNITY INPUT:**

As an Ordinance this will require a public hearing.

**BUDGET / STAFF IMPACT:**

This Ordinance formally sets the town mill levy at our allowed 17.934 mills for the following year and is a major source of revenue for the town's General Fund.

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Motion to approve Ordinance No. 21 – Series 2023 (First Reading), an ordinance levying general property taxes for the year 2024, to meet general operating costs of government for the Town of Minturn, Colorado for the 2024 budget year.

**ATTACHMENTS:**

- Ordinance 21 – Series 2023

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 21 – SERIES 2023**

**AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024, TO MEET GENERAL OPERATING COSTS OF GOVERNMENT FOR THE TOWN OF MINTURN, COLORADO FOR THE 2024 BUDGET YEAR.**

**WHEREAS**, the Minturn Town Council of the Town of Minturn, Colorado will adopt the annual budget for Fiscal Year 2024 in accordance with Local and State Government Budget Law, on December 6, 2023, and;

**WHEREAS**, the assessed valuation for the Town of Minturn, Colorado as certified by the Eagle County Assessor is approximately **\$47,511,530.00** and will generate approximately **\$852,072.00** based on the authorized 17.934 mills of the Town of Minturn, and;

**WHEREAS**, at General Election on November 3, 1998, the citizens of Minturn, Colorado have established the Town Mill Levy at 17.9340 mills in accordance with Article X, Section 20 of the Colorado Constitution, and;

**WHEREAS**, the final assessed valuation for the fiscal year 2024 will be available by December 6, 2023 from the County of Eagle Assessor in a timely manner to allow the passage of this Ordinance as a non-emergency in the normal course of events.

**NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:**

Section 1. That for the purpose of meeting general operating expenses of the Town of Minturn during the 2024 budget year, there is hereby levied a tax of 17.934 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Minturn for the 2024 budget year. This assessment of 17.934 mills shall be duly made by the County of Eagle, State of Colorado, as directed by the Colorado Revised Statutes (as amended), and as otherwise required by law.

Section 2. The Minturn Town Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Eagle County, Colorado, the mill levies for the Town of Minturn, Colorado as here in above determined and set.

Section 3. The Minturn Town Council hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the Town on Minturn, Colorado and the inhabitants thereof.

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

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 15<sup>th</sup> DAY OF NOVEMBER, 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 6<sup>th</sup> DAY OF DECEMBER, 2023 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

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

**ATTEST:**

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

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 6<sup>th</sup> DAY OF DECEMBER, 2023.**

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

**ATTEST:**

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





To: Mayor and Council  
From: Jay Brunvand  
Date: November 15, 2023  
Agenda Item: Ordinance 22 – Series 2023

---

**REQUEST:**

Council is asked to approve Ordinance 22 – Series 2023 on First Reading.

**INTRODUCTION:**

This is an annual Ordinance setting forth and approving the various fees proposed for Fiscal Year 2024 on First Reading. The Town Municipal Code has many fees cited in various areas of the Code. This Ordinance combines those fees into one document. It is important to note that in the event a fee conflicts with the Code, the Code will prevail.

**ANALYSIS:**

This is an annual ordinance approved by Council to establish the annual fee schedule and any proposed fee increases. The fee schedule has been discussed in previous meetings with Council and each department, changes to the fees are reflected in the schedule. All fees will go into effect on January 1, 2024.

**COMMUNITY INPUT:**

As an Ordinance this will require a public hearing.

**BUDGET / STAFF IMPACT:**

This Ordinance formally sets the town fee schedule as laid forth in the Minturn Municipal Code and is a major source of revenue for the town's various funds. It is important to note that the fees are set administratively and are allowed by law to change year to year as necessary; whereas, a tax, such as the town's mill levy, is set by the voters and can only change via a formal election of the citizens.

**STRATEGIC PLAN ALIGNMENT:**

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

**RECOMMENDED ACTION OR PROPOSED MOTION:** Motion to approve Ordinance No. 22 – series 2023 (First Reading) an Ordinance annually setting, amending and approving town fees as set forth in the following attachment to be included in Appendix "A" of the Minturn Municipal Code for the Town of Minturn, Colorado fees commencing January 1, 2024

**ATTACHMENTS:**

- Ordinance 22– Series 2023

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 22 – SERIES 2023**

**AN ORDINANCE ANNUALLY SETTING, AMENDING AND APPROVING TOWN FEES AS SET FORTH IN THE FOLLOWING ATTACHMENT TO BE INCLUDED IN APPENDIX “A” OF THE MINTURN MUNICIPAL CODE FOR THE TOWN OF MINTURN, COLORADO FEES COMMENCING JANUARY 1, 2024**

**WHEREAS,** The Town of Minturn reviews and approves such fees by ordinance annually and as necessary, and;

**WHEREAS,** The fee schedule is available for review during regular business hours at the Town Offices as well as the Official Town Website.

**NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS:**

Section 1.

The following fees and deposits are hereby set as set forth or added in Appendix “A” is adopted.

Section 2.

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

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

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 15<sup>th</sup> DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 6<sup>TH</sup> DAY OF DECEMBER, 2023 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

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

**ATTEST:**

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

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 6<sup>TH</sup> DAY OF DECEMBER, 2023.**

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

**ATTEST:**

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

Fees, Rates, and Charges Imposed Pursuant to the Minturn Town Code				
ITEM	DESCRIPTION	FEE 2023	OTHER	2024 Amount if Revised
<b>General Government</b>				
<b>Administration</b>				
Copies	per page	\$0.25		
CD-Town Code		\$50.00		
Bad Check fee		\$35.00		
Open Records Request				
Attorney-Administrative Description	per hour, minimum 1hr after first hour in 15min increments	\$185.00		
Town Staff-Administrative Description	per hour, minimum 1hr after first hour in 15min increments	\$33.58		
Past due monthly fee		\$35.00 plus 1.5%/month		
Real Estate Transfer Tax	per sale due at time of sale	1%		
Lodging Tax		1.5%		
Sales Tax - City		4%		
Use Tax - Construction		4%		
Credit Card Fee	For charges in excess of \$500	3%		
<b>Meeting Room Fees</b>				
	Deposit may be required			
Set-Up Fee	Used in Special circumstances. Will generally only use the space for Town related business or for Town partners. Will generally require they set up on their own.	\$50.00		
Flip Chart and Easel		\$25.00		
LCD Projector/screen		\$100.00		
Sound System/Microphones		\$100.00		
Full Room with Kitchen		\$300.00		
Full Room Without Kitchen		\$200.00		
Cleaning Deposit	Based on actual cost	\$250.00		
Nonprofit		\$50 set up fee		
Little Beach Park				
Minturn Resident		\$150/block \$250/day		\$150/half day \$250/day
Non Profit		\$50/\$100		\$50/\$100
Non Resident		\$200/block \$300/day		\$200/half day \$300/day
<b>Business Licenses:</b>				
Initial License Fee		\$120.00		\$75.00
	Prorated at \$10/month			
Business License Fee	(Due 4/1-3/31)	\$120.00		\$75.00
In-Home License Fee		<del>\$36.00</del>		<del>\$0.00</del>
Home Business License-Renewal	(Major household income)	\$120.00		\$0.00
Mobile Food Vendor License		\$120.00		\$75.00
Outdoor Recreation License		\$120.00		\$75.00
Short Term Rental License		\$300.00		\$300 PER Sleep Area
Snow Plow Business		\$120.00		\$75.00
Each additional vehicle		\$12.00		\$20.00
Peddler or Solicitor:				
License Fees				
1 Day		\$15.00		
2 Days Consecutively		\$30.00		
3 Days Consecutively		\$45.00		
5-Days Consecutively		\$75.00		
7-Days Consecutively		\$120.00		Regular Bus Lic
30-Days consecutively		\$240.00		Regular Bus Lic
Annual License	(Due 4/1)	\$240.00		
Contractor:				
Annual License Fee - General	Valid for 3yrs	\$240.00		\$100/yr
Business List Print Fee		\$40.00		

ITEM	DESCRIPTION	FEE 2023	OTHER	2024 Amount if Revised
<b>MISCELLANEOUS FEES</b>		Set administratively to cover the cost of services.		
Professional Use Fee	Inc use of town Eng, Lawyer, etc	Cost + 20%		
<b>LIQUOR LICENSE APP FEES</b>	All fees as set by State			
<b>PUBLIC SAFETY</b>				
Incarceration Fee	Assessed at current daily fee charged by the ECO Sheriff's Office			
Records Requests-Criminal Justice		.25pg + \$5.00 Admin Fee		
Clearance Letter	per individual	\$10.00		
Court Transcripts		\$250.00 Deposit/Actual Cost		
Court Fines		per Judge		
Court Fines-Payment Plan Fee	Per court direction	\$25.00		
Court Cost Fee		\$25.00	\$25 + 25% Aministrative Fee	
Community Service Fee		\$25.00		
<b>MINTURN BIKE PARK</b>				
Programs-fee based	less than 4hrs/14ppl	\$100.00		
Programs-fee based	more than 4hrs/14ppl	\$200.00		
Exclusive Use for camp or clinic	less than 4hrs/14ppl	\$250.00		
Exclusive Use for camp or clinic	more than 4hrs/14ppl	\$500.00		
<b>PUBLIC WORKS</b>				
SNOW DUMP-TANDEM		\$50.00		
SNOW DUMP-END DUMP		\$90.00		
SNOW DUMP-FINE	ILLEGAL DUMPING-MINIMUM x4			
Water				
Cash deposit		\$100.00		
Debt Service Fee	Per SFE/Month	\$17.37		
Turn-on/Reconnect Fee		\$50.00		
Turn-off/Disconnect Fee		\$50.00		
Turn-on/Reconnect	For non metered water only	\$400.00		
Tap, inspection, connection fee				
(1) Residential Unit; per unit plus Tier fee per sq foot floor		Tap Fee \$12,940 SIF Tier 1 \$10.95/sqft SIF Tier 2 \$14.52/sqft SIF Tier 2 \$17.47/sqft		
Accessory Dwelling Unit (>750sf)	.5sfe	10.95sf		
Cash in Lieu of Water		\$40,501.00		
(2) Hotel/Lodge/Motel/Lock-off/Accommodation Unit:				
(a) per efficiency room		\$9,652.45		
(b) per room		\$6,650.00		
Out of Town Tap Fees are 25% higher				
Tap, Inspection, Connection Fee				
Commercial Service Line Size in inches: Set to equal ERWSD rates		These will automatically change once set by ERFPD in January		
	3/4in (1.5 SFE)	\$17,840.00		
	1in (2.6 SFE)	\$30,918.00		
	1in 1/2 (5.8 SFE)	\$68,973.00		
	2un (10.3 SFE)	\$125,730.00		
	3in (23.0 SFE)	\$275,911.00		
	4in (40.9 SFE)	\$486,376.00		
	6in (92.1 SFE)	\$1,095,240.00		
All out of Town Taps	Sec. 13-29(b)(1)	+ 50%		
Construction Use Rates	Sec. 13.65			
Any water use for construction purposes	per month flat fee plus use	\$100.00		
Portable meter fee		\$100.00		
Portable meter water use	\$5.00/1000 gal	\$10.00/1000 gal		
Portable meter deposit or lost meter cost		\$1,750.00		

ITEM	DESCRIPTION	FEE 2023	OTHER	2024 Amount if Revised
Unusual Water User Fee	Sec. 13.66	set Administratively		
<b>Unmetered Water Rate</b>	Sec. 13-4			Base x3
Monthly rate per SFE for Residential		\$137.70	Base + 25%	\$330.48
Policy related to other uses Commercial		\$137.70	Base + 25%	\$330.48
Replaces Sec. 13-29(b)(2) Residential out of Town		\$165.24	Base + 50%	\$498.15
Commercial out of Town		\$192.78	Base + 75%	\$578.34
Seniors-Grandfathered (65 years or older)		\$82.62	Base -25%	\$247.86
<b>Metered Water Rate</b>	Sec. 13-4			
(a) Residential, basic monthly charge per SFE		\$110.16		
plus a monthly above 0 gals. Use charge per 1,000 gallons		\$8.32		
(b) Commercial, basic monthly charge per SFE		\$110.16		
plus a monthly above 0 gals. Use charge per 1,000 gallons		\$8.32		
(c) 25% discount for Residential Owner-Occupant over 65 years of age		\$82.62		
Out of Town Water Rate are 50% higher for Residential and 75% higher for Commercial	Sec. 13-29(b)(2)	R=\$166.05 C=\$192.78		
<b>IRRIGATION/SPRINKLER USAGE RATES (NO STRUCTURE)</b>	IRRIGATION	SPRINKLER USAGE RATES	SPRINKLER	
SFE factor based on meter size/kgal		(SFE based on associated structure)/kgal		
Tier 1 (0-8)	\$12.49	Tier 1 (0-20)	\$12.49	
Tier 2 (8-16)	\$18.74	Tier 2 (21-30)	\$18.74	
Tier 3 (16-24)	\$28.10	Tier 3 (31-40)	\$28.10	
Tier 4 (24-32)	\$42.19	Tier 4 (more than 40)	\$42.19	
Tier 5 (more than 32)	\$63.28		\$63.28	
<b>Trash Collection</b>	\$10/can more than one	34.98		
Street Cut Fee				
Basic permit fee	Performance Bond may Required	\$75.00		
Basic utility fee		\$50.00		
	per Sec. 11-26			
	replacement of paving w/oil&chip surface/ per sq. ft.	Per Bid		
	dirt cuts	Per Bid		
	Backfilling	time, material, staff time		
	Saw cuts per lineal foot w/min fee 25.00	time, material, staff time		
	Any re-work	time, material, staff time		
<b>Application for Encroachment</b>	Sec. 11-3	\$40.00		
<b>Encroachment Fee</b>		\$16sqft annually		
<b>Eagle River Fire Protection District Impact Fees*</b>	THESE WILL AUTO UPDATE WHEN SET BY ERFPD IN JANUARY			
new meter size:	3/4 inch	\$1,734.00		
	1 inch	\$2,949.00		
	1.5 inch	\$5,724.00		
	2 inch	\$9,192.00		
	3 inch	\$19,078.00		
	4 inch	\$29,484.00		
	6 inch	\$57,234.00		

\*Fees may be increased administratively to adjust for inflation. MMC Sec. 18-16-110



To: Mayor and Council  
From: Jay Brunvand  
Date: November 15, 2023  
Agenda Item: Ordinance 23 – Series 2023

---

**REQUEST:**  
Council is asked to approve Ordinance 23 – Series 2023 on First Reading.

**INTRODUCTION:**  
This is an annual Ordinance appropriating all estimated beginning fund balances, revenues, and expenses in each fund and adopting the FY2024 budget.

**ANALYSIS:**  
This is an annual ordinance reports, allocates, and appropriates the beginning fund balance, all anticipated revenues, and all anticipated expenses for each fund as detailed in the budget document. To date all directed changes to the preliminary budget accepted at the first meeting in October 2023 have been assimilated into these final numbers. Council will receive a final budget shortly after second reading in December which will reflect the budget as approved by this Ordinance.

**COMMUNITY INPUT:**  
As an Ordinance this will require a public hearing.

**BUDGET / STAFF IMPACT:**  
This Ordinance represents the formal funding mechanism per State law in the budget approval process.

**STRATEGIC PLAN ALIGNMENT:**  
In accordance with Strategy #1 Practice fair, transparent, and communicative local government.

**RECOMMENDED ACTION OR PROPOSED MOTION:**  
Motion to approve Ordinance No. 23 – series 2023 an Ordinance appropriating revenues, appropriating expenditures, approving transfers and adopting the Town of Minturn budget for the period beginning on the first day of January, 2024 and ending on the last day of December, 2024 as presented.

**ATTACHMENTS:**

- Ordinance 23 – Series 2023

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 23 – SERIES 2023**

**AN ORDINANCE APPROPRIATING REVENUES, APPROPRIATING EXPENDITURES, APPROVING TRANSFERS AND ADOPTING THE TOWN OF MINTURN BUDGET FOR THE PERIOD BEGINNING ON THE FIRST DAY OF JANUARY, 2024 AND ENDING ON THE LAST DAY OF DECEMBER, 2024.**

**WHEREAS**, the Minturn Town Council of the Town of Minturn, Colorado has appointed Jay Brunvand, Treasurer, to prepare and submit a proposed budget to said governing body at the proper time, and;

**WHEREAS**, Jay Brunvand, Treasurer, has submitted a proposed 2024 Budget to this governing body on October 4, 2023, for its consideration, and;

**WHEREAS**, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public as required by law at the Minturn Town Center, a public hearing was scheduled and held on November 1, 2023 and interested citizens were given the opportunity to file or register any objections to said proposed budget, and;

**WHEREAS**, this proposed budget balances by fund as required by law, and;

**WHEREAS**, the final assessed valuation will be available by December 6, 2023 from the County of Eagle Assessor in a timely manner to allow the passage of this Ordinance as a non-emergency in the normal course of events.

**NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:**

Section 1.

The budget for the Town of Minturn, Colorado for the fiscal year 2024 as submitted and summarized by fund as described below is hereby adopted, which adoption shall constitute appropriations of the amounts specified therein as revenues and expenditures from the Funds indicated; and that the estimated Beginning Balances, Revenues and Other Sources are hereby declared to be a reasonable projection of the amount of Revenue available for appropriation and to provide an adequate Fund Balance at the close of the fiscal year beginning January 1, 2024 and ending December 31, 2024 more particularly described as follows:

<u>FUND</u> <u>DESCRIPTION</u>	<u>BEGINNING FUND</u> <u>EST. BALANCE</u>	<u>FY2024</u> <u>REVENUE</u>	<u>FY2024</u> <u>EXPENSES</u>
General Fund	\$2,753,903	\$2,997,177	\$2,996,554
Enterprise Fund	\$1,463,322	\$2,205,533	\$2,196,350
Conservation Trust Fund	\$ 82,371	\$ 14,219	\$ 61,000
Special Revenue Fund	\$ 27,260	\$ 10,000	\$ 10,000
Market Fund	\$ 8,331	\$ 37,000	\$ 37,000
Capital Fund	\$ 400,093	\$ 510,023	\$ 510,000
Scholarship Fund	\$ 271,618	\$ 10,000	\$ 7,100
Battle Mtn Fund	\$ 160,844	\$ 2,500	\$ 150,000



Section 2.

The Town Council hereby authorizes and directs the Town Manager and Treasurer to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations and capital projects within the budget as hereby adopted all in accordance with the requirements of the Home Rule Charter and the Town’s Financial Policies.

Section 3.

The budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records of the Town of Minturn, Colorado.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 15<sup>th</sup> DAY OF NOVEMBER, 2023. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 6<sup>th</sup> DAY OF DECEMBER, 2023 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

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

**ATTEST:**

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

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 6<sup>th</sup> DAY OF DECEMBER, 2023.**

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

**ATTEST:**

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



2024  
BUDGET

**DRAFT BUDGET**

**11/3/2023 12:52 PM**

TOWN OF MINTURN

COUNCIL MEMBERS:

- Mayor Earle Bidez
- Mayor Pro Tem Terry Armistead
- Councilwoman Lynn Feiger
- Councilman Gusty Kanakis
- Councilman Brian Rodine
- Councilwoman Kate Schifani
- Councilman Tom Sullivan

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TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

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**FROM THE DESK OF  
JAY BRUNVAND, TREASURER/FINANCE**

I, Jay Brunvand, certify that the attached is a **true and accurate copy** of the adopted 2023 Budget of the Town of Minturn.

\_\_\_\_\_  
Jay Brunvand, Town Treasurer/Clerk

\_\_\_\_\_  
Date

Town of Minturn  
2024 ALL FUND OVERVIEW

Item	General Fund 01	Water/Sewer Fund 02	Lottery Fund 03	Special Rev Fund 04	Market Fund 05	Capital Fund 06	Scholar Fund 08	BMR Fund 09	Totals
Revenue	2,997,177.78	2,205,533.00	14,122.15	115,223.00	37,000.00	509,723.00	10,000.00	2,500.00	5,891,278.93
Battle Mtn Dev Revenue	0.00								0.00
Battle Mtn Dev Revenue - Scholarship Endowment							0.00		0.00
Battle Mtn Dev Revenue - Little Beach Park									0.00
<b>Net Revenue</b>	<b>2,997,177.78</b>	<b>2,205,533.00</b>	<b>14,122.15</b>	<b>115,223.00</b>	<b>37,000.00</b>	<b>509,723.00</b>	<b>10,000.00</b>	<b>2,500.00</b>	<b>5,891,278.93</b>
<b>Expenses</b>									
Council	42,831.00								42,831.00
Gen Gov't	877,385.00			0.00					877,385.00
Planning	568,403.00								568,403.00
Battle Mtn Dev	0.00	0.00				0.00		150,000.00	150,000.00
Police and Court	461,344.00								461,344.00
Econ Dev	219,917.00								219,917.00
Public Works	633,675.00	1,073,013.00				510,000.00			2,216,688.00
Grants/Debt Service/Capital	0.00	1,123,337.00		0.00					1,123,337.00
Misc	193,000.00	0.00	61,000.00	0.00	37,000.00	0.00	7,100.00		298,100.00
<b>Net Expenses</b>	<b>2,996,555.00</b>	<b>2,196,350.00</b>	<b>61,000.00</b>	<b>0.00</b>	<b>37,000.00</b>	<b>510,000.00</b>	<b>7,100.00</b>	<b>150,000.00</b>	<b>5,958,005.00</b>
<b>Net Income (Receipts) before transfers</b>	<b>622.78</b>	<b>9,183.00</b>	<b>-46,877.85</b>	<b>115,223.00</b>	<b>0.00</b>	<b>-277.00</b>	<b>2,900.00</b>	<b>-147,500.00</b>	<b>-66,726.07</b>
Transfers IN (Revenue)	0.00	0.00	0.00	0.00	0.00	105,223.00	0.00	0.00	105,223.00
Transfers Out (Expenses)	0.00	0.00		105,223.00					105,223.00
<b>Net Due To/From Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-105,223.00</b>	<b>0.00</b>	<b>105,223.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Receipts after transfers</b>	<b>622.78</b>	<b>9,183.00</b>	<b>-46,877.85</b>	<b>10,000.00</b>	<b>0.00</b>	<b>104,946.00</b>	<b>2,900.00</b>	<b>-147,500.00</b>	<b>-66,726.07</b>
Beginning Cash Balance - Jan 2024 (EST)	2,753,903.00	1,463,322.00	82,371.00	27,260.93	8,331.00	400,093.00	271,618.00	160,844.00	5,167,742.93
Transfers to Depreciation-Est		0.00							0.00
<b>Ending Cash Balance</b>	<b>2,754,525.78</b>	<b>1,472,505.00</b>	<b>35,493.15</b>	<b>37,260.93</b>	<b>8,331.00</b>	<b>505,039.00</b>	<b>274,518.00</b>	<b>13,344.00</b>	<b>5,101,016.86</b>
<b>Restricted Cash -</b>									
TABOR (3% of non-enterprise expenses)	87,250.00				0.00	0.00			
Restricted for CIP			35,493.15	27,260.93					
(1) Restricted by TABOR-Real Estate Trans	0.00								
(2) 6 Mo Reserve Target (non Grant)	1,107,207.65								
Grant Match Reserve	25,000.00								
Restricted for Capital Imp Plan	1,221,120.78	703,780.00							
Restricted for Exterior Energy Offset	17,872.00								
Restricted for Parks						250,093.69			
Restricted for Capital Imp (Const Use Tax)						254,945.31			
Restricted for Scholarships							274,518.00		
Restricted for GID									
Restricted for BMR and Escrow									
Restricted-Cash In Lieu of Water Fee		47,008.00							
Restricted-System Improvement Fee		31,625.00							
Restricted for Infrastructure		538,320.00			8,331.00				
<b>Total Restricted Revenue</b>	<b>2,458,450.43</b>	<b>1,320,733.00</b>	<b>35,493.15</b>	<b>27,260.93</b>	<b>8,331.00</b>	<b>505,039.00</b>	<b>274,518.00</b>	<b>0.00</b>	<b>4,629,825.51</b>
<b>Cash Available after Restricted</b>	<b>296,075.35</b>	<b>151,772.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,344.00</b>	<b>471,191.35</b>



/S District - Incom

	2021							2022							2023								
	Total Water Income Vs 2021 over							Total Water Income Vs 2022 over							Total Water Income Vs 2023 over								
	Base Rate	Excess Use Res	Excess Use Comm	Total Water	Debt Svc	Trash	Total	Base Rate	Excess Use Res	Excess Use Comm	Total Water	Debt Svc	Trash	Total	Base Rate	Excess Use Res	Excess Use Comm	Total Water	Debt Svc	Trash	Total		
January	64,784.95	10,736.76	3,906.76	79,428.47	5,629.93	9,539.77	94,598.17	5,284.48	60,068.39	9,377.09	4,357.54	73,803.02	5,489.20	9,402.42	88,694.64	-5,625.45	73,645.42	10,974.80	4,392.96	89,013.18	12,188.73	12,512.22	113,714.13
February	62,971.81	10,641.14	4,057.02	77,669.97	5,615.37	9,529.77	92,815.11	72,632.47	63,004.30	12,895.04	5,723.54	81,622.88	5,492.22	9,572.22	96,687.32	3,952.91	77,237.73	11,797.76	4,767.36	93,802.85	12,195.68	9,782.22	115,780.75
March	64,242.21	10,497.71	4,384.86	79,124.78	5,590.36	9,485.81	94,200.95	74,405.78	65,176.46	9,507.36	4,248.26	78,932.08	5,472.17	9,386.29	93,790.54	-192.70	76,717.10	9,864.24	4,526.08	91,107.42	12,181.78	9,782.22	113,071.42
April	62,891.15	10,518.20	4,384.86	77,794.21	5,598.17	9,519.77	92,912.15	73,101.21	63,479.79	8,972.71	4,637.57	77,090.07	5,478.68	9,376.95	91,945.70	-704.14	77,113.70	10,599.68	6,830.72	94,544.10	12,227.51	9,742.00	116,513.61
May	64,153.76	8,831.19	4,091.17	77,076.12	5,579.94	9,469.12	92,125.18	75,665.62	60,774.95	9,398.08	3,223.76	73,396.79	5,463.59	9,309.03	88,169.41	-3,679.33	76,429.52	7,970.56	7,521.28	91,921.36	12,153.98	9,738.50	113,813.84
June	64,272.66	8,762.89	3,360.36	76,395.91	5,575.78	9,745.98	91,717.67	74,985.41	62,152.46	11,255.84	3,476.47	76,884.77	5,472.69	9,493.79	100,583.12	488.86	70,563.66	8,919.04	8,486.40	87,969.10	12,192.20	9,773.48	109,934.78
July	68,426.27	18,188.29	5,320.57	91,935.13	5,566.93	9,552.22	107,054.28	90,492.13	67,140.04	14,411.30	4,050.19	85,601.53	5,487.80	9,514.30	100,421.89	-6,333.60	81,804.58	15,783.04	6,822.40	104,410.02	12,192.20	9,703.52	126,305.74
August	68,075.34	15,387.99	5,825.99	89,289.32	5,554.44	9,528.26	104,372.02	82,613.82	65,229.61	15,326.52	4,883.45	85,439.58	5,468.01	9,514.30	100,421.89	-3,849.74	84,930.08	20,483.84	13,104.00	118,517.92	12,179.46	9,739.66	140,437.04
September	70,842.59	15,210.41	6,010.40	92,063.40	5,544.54	9,462.61	107,070.55	86,245.90	69,411.92	16,945.23	7,533.49	93,890.64	5,496.92	9,548.26	108,935.82	1,827.24	86,793.94	10,400.00	18,487.04	115,680.98	12,188.73	9,773.48	137,643.19
October	69,377.38	12,833.57	4,521.46	86,732.41	5,578.64	9,427.51	101,738.56	81,025.41	113,703.88	12,901.87	5,279.59	131,885.34	5,455.24	9,480.34	146,820.92	45,152.93	77,237.73	11,797.76	4,767.36	93,802.85	12,195.68	9,782.22	115,780.75
November	66,097.49	8,318.94	3,763.33	78,179.76	5,731.98	9,358.46	93,270.20	73,454.26	20,020.72	10,661.63	5,163.48	35,845.83	5,476.08	9,515.43	50,837.34	-42,333.93	76,717.10	9,864.24	4,526.08	91,107.42	12,181.78	9,782.22	113,071.42
December	64,615.43	9,077.07	4,446.33	78,138.83	5,579.48	9,402.42	93,120.73	74,030.83	61,257.78	8,660.44	4,261.92	74,180.14	5,471.13	9,534.30	89,185.57	-3,958.69	77,113.70	10,599.68	6,830.72	94,544.10	12,227.51	9,742.00	116,513.61
	790,751.04	139,004.16	54,073.11	983,828.31	67,145.56	114,021.70	1,164,995.57	863,937.32	771,420.30	140,313.11	56,839.26	968,572.67	65,723.73	114,437.96	1,148,734.36	-15,255.64	936,304.26	139,054.64	91,062.40	1,148,734.36	146,305.24	119,853.74	1,432,580.28

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1166421.60

u:water rate comparison

8

**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

State Law requires a property reassessment every odd year as taxes and mill levies are set for the following even year. Between the 2017 and 2021 assessments the effects of the Gallagher Amendment caused residential properties to be assessed at an ever-decreasing amounts in order to remain compliant. The residential appraised value calculation dropped from 7.96% in 2016 to 7.12% in 2020 and then 6.95% in 2021 and 6.765% in 2021 by legislative action enacted to reduce the effects of inflation in the real estate markets. For comparison in 2016 the town received \$488,343 on an assessed value of \$27,230,020, while in 2023 we anticipate receiving \$580,330 on an assessed value of \$32,359,180. The 2023 assessment for 2024 revenue is proving to be very cumbersome and difficult to pin down. This is due to a pending November 2023 ballot question referred to the voters by the state legislature of how the calculations will be made with the assessed value. This ballot question will determine exemptions, credits, and tax rates on each assessed property. Until the election passes we won't know for certain the true revenue to be generated leaving us in a wait-and-see pattern.

The November 2020 and General Election passed a ballot measure which froze the value at 7.12% and will remain there until changed by a statewide election. Then, as stated, through legislative actions at the state level our residential tax formula reduced from 7.12% to 6.765%. Property values used to calculate the 2024 property tax revenues have sky rocketed and it is anticipated the values will be 60% over 2023. Over the previous several years, Minturn has acted proactively each year during the monthly financial reviews at staff level and during the fiscal budget process to continually review our budget and examine expenses while maximizing service levels for the greatest value to our citizens. Minturn is embarking on several improvement plans. The Town will need to consider any and all options to save money during the upcoming years in order to meet these funding requirements.

During 2020 the Town passed a temporary moratorium on water taps sold in the Enterprise Fund which has been extended into 2024 and is anticipated to extend beyond 2025. This move was made in light of the significant repairs and replacements required in the water plant, water tank, and distribution systems as well as several large anticipated projects being proposed at the initial stages in the Planning Department. In late 2023 the town completed the new water storage tank. It is planned that the old tank will be refurbished in the future and remain in use. Currently the town is considering options to test our water wells to determine if they can be converted to our sole source of water, increase the well production and maintain our current water diversion on Cross Creek, refurbish our sand filters, build a new treatment plant, or some combination of those options. Funding to



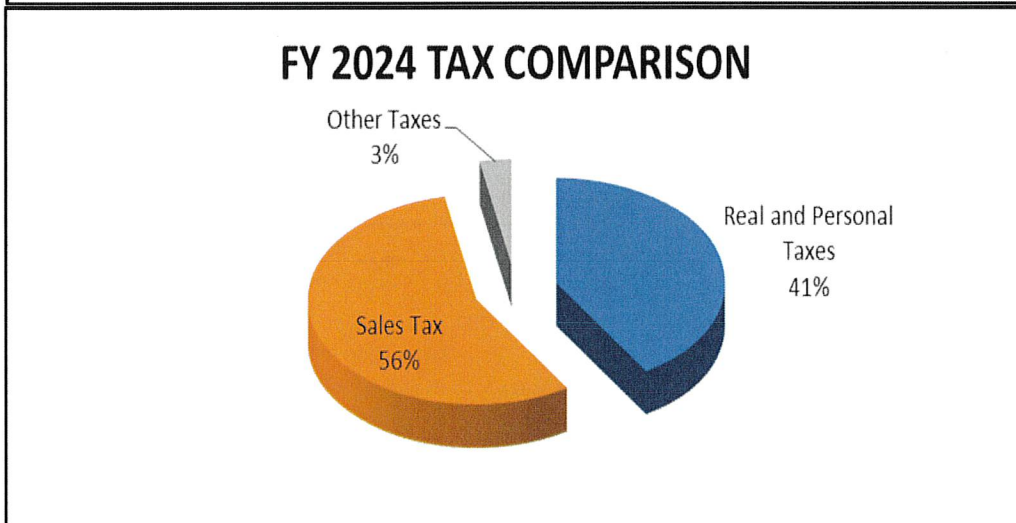
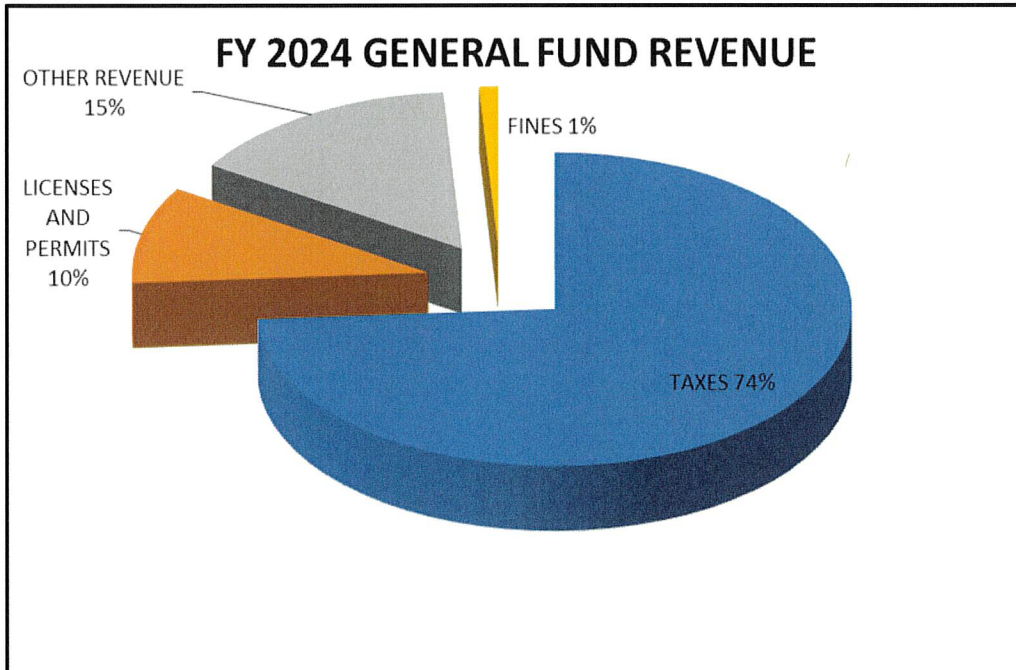
research these options has been budgeted in the 2024 Enterprise Fund. Once studied and approved, additional funding will be sought in order to implement the approved direction.

<b>Annual Town Revenue Growth (less Grants)</b>				
Year	General Fund	BMR Contribution	Total	Annualized Growth
2004	1,448,349.00	0.00	1,448,349.00	
2005	1,495,138.00	691,044.00	2,186,182.00	3.13%
2006	1,519,760.00	800,000.00	2,319,760.00	1.60%
2007	1,595,309.00	1,380,000.00	2,975,309.00	4.70%
2008	1,673,054.00	1,600,000.00	3,273,054.00	4.65%
2009	1,653,276.88	1,578,270.00	3,231,546.88	-1.18%
2010	1,400,838.00	285,753.00	1,686,591.00	1.20%
2011	1,463,689.00	424,367.00	1,888,056.00	1.04%
2012	1,287,582.00	180,000.00	1,467,582.00	-12.03%
2013	1,461,431.00	180,000.00	1,641,431.00	11.89%
2014	1,363,052.00	180,000.00	1,543,052.00	-6.73%
2015	1,653,719.00	180,000.00	1,833,719.00	18.80%
2016	2,659,131.00	180,000.00	2,839,131.00	54.80%
2017	1,998,883.00	180,000.00	2,178,883.00	-23.26%
2018	1,864,479.00	165,000.00	2,029,479.00	-9.32%
2019	1,979,213.00	0.00	1,979,213.00	-2.47%
2020	2,331,675.00	0.00	2,331,675.00	17.80%
2021	2,610,321.00	0.00	2,610,321.00	10.67%
2022	2,982,949.00	0.00	2,982,949.00	12.49%

Minturn continues to see modest revenue growth year over year. The above table illustrates the impact of sales tax collections due to changes for on-line purchases which require tax be paid based on where the items are delivered. Previously, tax was either not collected or remitted to the location from where the product was. By way of example, prior to this change in 2018 our sales tax collections were \$620,544 and in 2022 our collections were \$1,040,044; a gain of 49%. It is important to recognize that as this single source of revenue has grown so have legal expenses due to ongoing lawsuits on various projects including the Battle Mountain Resort property. Currently the town is considering a Settlement Agreement with Battle Mountain. This agreement, if approved, will settle all current legal disputes and give land within the project to the town, and will maintain the development within the town boundaries.

# TOWN OF MINTURN FISCAL YEAR 2024 BUDGET

## General Fund: Revenue



2023 is a reassessment year and we are anticipating a significant increase of over 40% in property taxes over 2023. It is expected that with the significant increases in property values that our property tax receipts will increase as well. The state legislature has placed a tax reform measure on the November 2023 ballot which, if passed, will reduce much of this new property value growth. With the enacted statewide legislation over the past four sessions

and the November 2023 election, how the assessed value is taxed has and will continue to change annually.

A re-assessment occurs in odd years when the County Assessor in each county statewide evaluates all the property in the County for tax purposes by comparing like transactions throughout a set area to create an assessed value for each and every property. The mill levy is then used to calculate the various taxing district's revenue. It is important to note that the town has not changed it's mill levy in over 25years. The mill levy is set at 17.934 and the town revenues rise and fall in sequence with property values.

Each town department has been reviewed again this year in order to obtain a better grasp on the expenses and control of those expenditures. This has allowed the Town an opportunity to examine each department's needs, staffing, and service levels. The Town has continued to find qualified services provided by outside contracts. This opportunity requires the Town to only manage the contract without the need to hire the position at this time. This practice results in a cost savings to the Town.

Footnotes:

- 1) Property taxes are calculated on the Town wide 17.934 mill levy. This year's assessment reflects growth based on the 2023 reassessment of real property values. The reassessment value calculations will be considered in a state wide election in November 2023. Once the election results are considered it is possible the values will change significantly.
- 2) The Sales Tax budget for 2024 is based on the 2022 actual and 2023 estimated collections; we anticipate sales tax collections to be flat in 2024 compared to 2023. It is important to note sales and property tax can be extremely fickle and go down just as fast as they go up. In addition, it should be noted that sales tax is high than property tax due to the noted recent legislative actions.
- 3) Building Permits net an income to the Town of 20% over the cost of the building inspection services. The town is looking at several large developments that could increase our housing stock. The budget is based on reasonable and conservative numbers meaning not all the homes proposed are included. Historically, not once have we warranted hiring in-house for this service when viewed over multiple back-to-back years.
- 4) The town has a number of land and parking leases for a diversified income source of \$150,950. This accounts for over 5% of all General Fund revenues.
- 5) Real Estate Transfers within the Town are assessed a 1% tax on the value of the sale. This revenue continues to improve as the economy recovers.

GENERAL FUND

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 01: GENERAL FUND							
REVENUE							
PROPERTY TAX - REAL AND PERSONAL	01-00-4010	593,646.42	568,723.00	568,723.00	852,071.78	49.82%	1
SPECIFIC OWNERSHIP	01-00-4020	31,864.00	30,000.00	30,000.00	32,000.00	6.67%	
SPECIAL ASSESSMENT (MVSA)	01-00-4030	5,823.80	6,250.00	6,250.00	6,000.00	-4.00%	
LODGING TAX - 1.5%	01-00-4039	20,304.73	20,000.00	20,000.00	20,000.00	0.00%	
COUNTY SALES TAX	01-00-4040	46,456.16	45,000.00	45,000.00	45,000.00	0.00%	2
CITY SALES TAX - 4%	01-00-4050	1,164,524.64	1,155,000.00	1,155,000.00	1,155,000.00	0.00%	2
CIGARETTE TAX	01-00-4051	2,707.20	2,800.00	2,800.00	2,800.00	0.00%	
HIGHWAY USERS TAX (HUTF)	01-00-4052	38,650.12	36,263.00	36,263.00	37,362.00	3.03%	
ROAD AND BRIDGE	01-00-4070	22,454.52	25,000.00	25,000.00	25,000.00	0.00%	
OTHER TAXES	01-00-4090	0.00	0.00	0.00	0.00	#DIV/0!	
BUILDING PERMITS	01-00-4210	70,019.50	50,000.00	50,000.00	118,560.00	137.12%	3
EXTERIOR ENERGY CREDIT	01-00-4215	7,120.00	0.00	0.00	0.00	#DIV/0!	
HIGHWAY 24 MAINTENANCE	01-00-4220	37,800.00	37,800.00	37,800.00	38,934.00	3.00%	
LIQUOR LICENSE FEES	01-00-4230	2,579.75	1,500.00	1,500.00	1,500.00	0.00%	
BUSINESS AND CONTRACTORS LICENSE	01-00-4240	24,344.00	22,500.00	22,500.00	24,000.00	6.67%	
PLANNING AND ZONING FEES/PERMITS	01-00-4250	99,212.97	50,000.00	50,000.00	50,000.00	0.00%	
FRANCHISE FEES - PUBLIC SERVICE	01-00-4260	52,726.30	40,000.00	40,000.00	50,000.00	25.00%	
FRANCHISE FEES - PHONE/CABLE	01-00-4280	19,543.49	19,500.00	19,500.00	19,500.00	0.00%	
FRANCHISE FEES - HOLY CROSS	01-00-4290	2,098.52	2,000.00	2,000.00	2,000.00	0.00%	
MUNICIPAL TRAFFIC FINES	01-00-4430	12,273.45	15,000.00	15,000.00	15,000.00	0.00%	
MUNICIPAL NON-TRAFFIC FINES	01-00-4435	0.00	0.00	0.00	0.00	#DIV/0!	
MUNICIPAL VICTIM RESTITUTION	01-00-4436	0.00	0.00	0.00	0.00	#DIV/0!	
CODE ENFORCEMENT FINES	01-00-4440	0.00	0.00	0.00	0.00	#DIV/0!	
COURT COST/ADMIN FEES	01-00-4445	0.00	0.00	0.00	0.00	#DIV/0!	
BOND FORFEITURES	01-00-4450	0.00	0.00	0.00	0.00	#DIV/0!	
TOWN HALL RENT	01-00-4511	2,150.00	1,500.00	1,500.00	1,500.00	0.00%	
ERFPD IMPACT FEE	01-00-4512	7,808.62	0.00	0.00	0.00	#DIV/0!	
LAND LEASE - SEASONAL LANDSCAPING	01-00-4516	9,000.00	9,000.00	9,000.00	9,300.00	3.33%	4
LAND LEASE - WILCON LEASE	01-00-4518	9,000.00	9,000.00	9,000.00	9,300.00	3.33%	4
LAND LEASE - SNOW DUMP	01-00-4519	8,200.00	8,500.00	8,500.00	8,500.00	0.00%	4
LAND LEASE - MTN MGMT PROP	01-00-4520	15,000.00	14,400.00	14,400.00	18,600.00	29.17%	4
LAND LEASE - OLD CASTLE	01-00-4521	66,112.55	70,000.00	70,000.00	70,000.00	0.00%	4
LAND LEASE - WORKER BEE LANDSCAPING	01-00-4522	9,000.00	9,000.00	9,000.00	9,300.00	3.33%	4
LAND LEASE - ALTA STONE	01-00-4523	9,000.00	9,000.00	9,000.00	9,300.00	3.33%	4
LAND LEASE - CHARD'S YARDS	01-00-4524	9,000.00	9,000.00	9,000.00	9,300.00	3.33%	4
LAND LEASE - SUNCOAST SEALER	01-00-4525	5,444.00	9,000.00	9,000.00	9,300.00	3.33%	4
LAND LEASE - MISC ENCROACHMENTS	01-00-4526	0.00	0.00	0.00	0.00	#DIV/0!	
PARKING LEASE - TIM SIMON PARKING	01-00-4530	1,337.00	1,337.00	1,337.00	1,337.00	0.00%	
LAND LEASE - IRONWORKS PARKING	01-00-4531	2,952.32	2,953.00	2,953.00	2,953.00	0.00%	
D&RGRR - THE BUNKHOUSE	01-00-4535	3,820.00	3,820.00	3,820.00	3,820.00	0.00%	

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GENERAL FUND

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
D&RGRR - SALOON	01-00-4537	4,940.00	4,940.00	4,940.00	4,940.00	0.00%	
FUND RAISER - MEMORIAL BENCH PROGRAM	01-00-4538	3,000.00	0.00		0.00	#DIV/0!	
INVESTMENT EARNED	01-00-4540	56,029.07	35,000.00	35,000.00	150,000.00	328.57%	
GRANTS - TAP #1	01-00-4552	0.00	0.00	0.00	0.00	#DIV/0!	
GRANTS - TAP #2/RPP/DOLA	01-00-4552	0.00	0.00	0.00	0.00	#DIV/0!	
GRANTS - DOLA COMMUNITY PLAN (EIAF)	01-00-4561	135,452.56	0.00	0.00	0.00	#DIV/0!	
GRANTS - COVID 19	01-00-4562	-5,798.18	0.00	0.00	0.00	#DIV/0!	
BATTLE MTN RESORTS REVENUE	01-00-4575	45,000.00	0.00	0.00	0.00	#DIV/0!	
MINTURN EVENT REVENUE	01-00-4591	0.00	0.00	0.00	0.00	#DIV/0!	
OTHER REVENUE	01-00-4597	39,457.39	35,000.00	35,000.00	35,000.00	0.00%	
TRANSFER FROM OTHR FUNDS	01-00-4650	0.00	0.00	0.00	0.00	#DIV/0!	
REAL ESTATE TRANSFER TAX - TABOR RESTRICTED	01-00-4680	292,895.00	150,000.00	150,000.00	150,000.00	0.00%	1
<b>SUBTOTAL: REVENUE</b>		<b>2,982,949.90</b>	<b>2,508,786.00</b>	<b>2,508,786.00</b>	<b>2,997,177.78</b>	<b>19.47%</b>	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**General Fund: Council Expense**

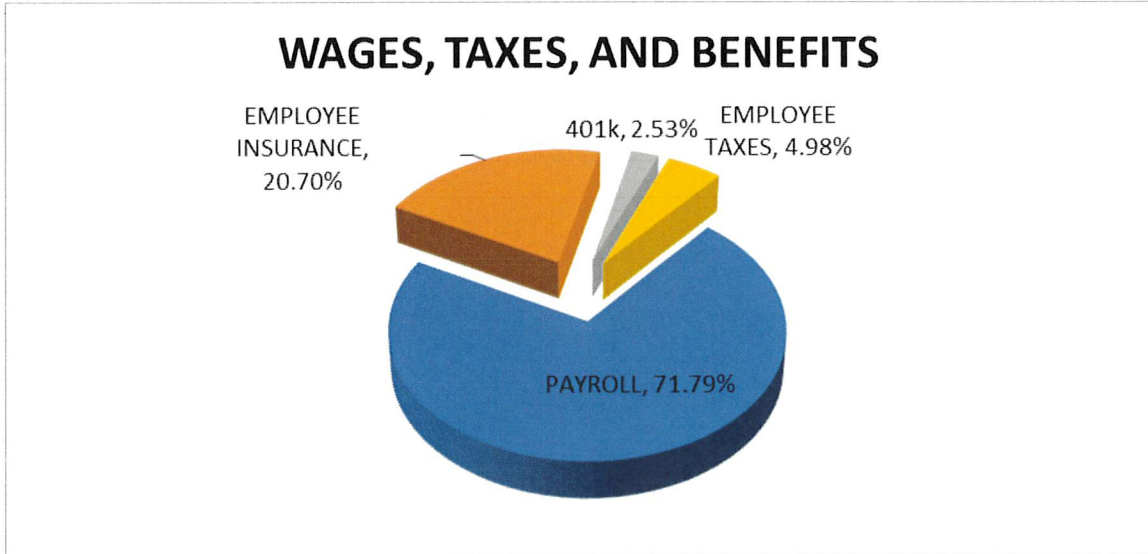
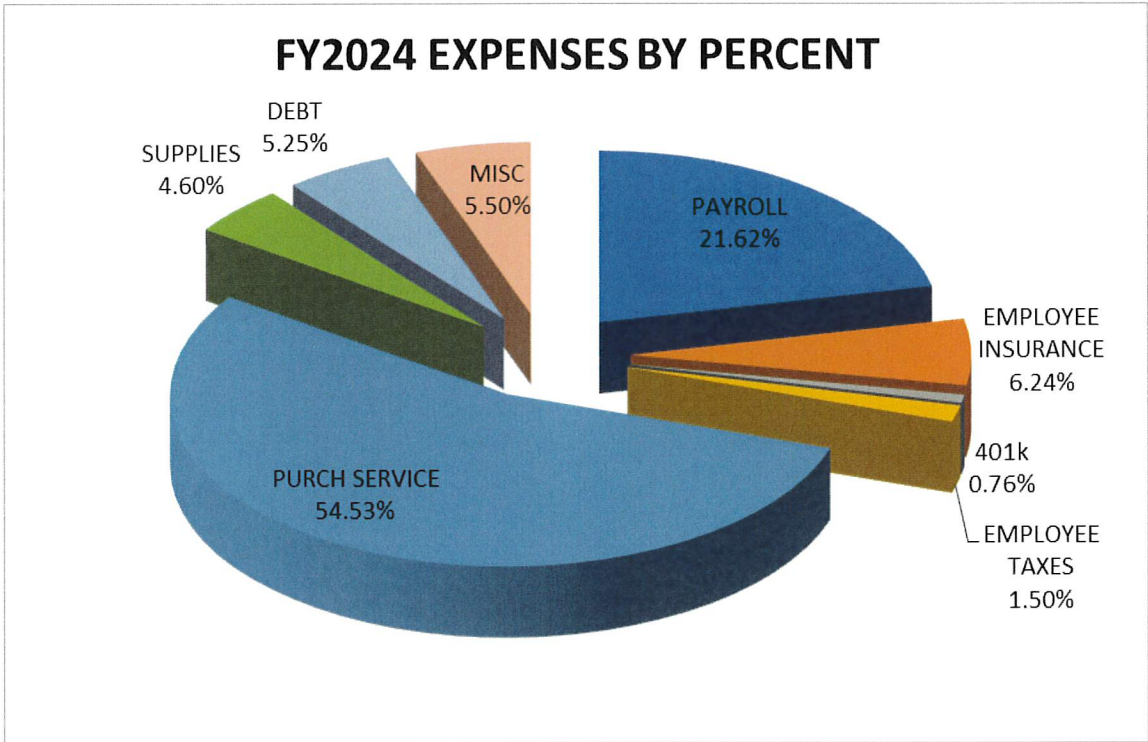
This budget carries the payroll for the Town Council members and a small allowance for supplies/services. The wage cost includes the regular monthly stipend for the Mayor and Council to allow for all regularly scheduled meetings plus four additional unscheduled meetings. Historically we have budgeted for three additional meetings but this has been exhausted due to the need to meet with legal teams and other unscheduled events.

The Town provides contributions to various events and organizations which have been committed to based on Council direction. These include the Minturn Summer Concert series, funding for the Vail Valley Partnership, and other items which mutually benefit the town and the Minturn Community Fund. This funding has been incorporated in the General Government and Economic Development budgets. Additionally, the members elected in April of 2024 will see a pay increase. The remaining three members will increase in April 2026 when their seat stands for election.

The Town contracts for legal, engineering, community planning, code enforcement and water treatment services among others. Not including the Council or contract services, the staffing level for the Town of Minturn employs 9 full time employees and no part time employees. 2024 reflects a growth of one code enforcement officer who will also assist Public Works. this position is budgeted but has not been filled as of yet.

Town Manager	1
Town Treasurer/Town Clerk	1
Planning and Code Enforcement	2
Court Clerk/Economic Coordinator	1
Public Works	4

# TOWN OF MINTURN FISCAL YEAR 2024 BUDGET



GENERAL FUND

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
<b>EXPENSES</b>							
COUNCIL (XX-01-XXXX)							
PAYROLL - MAYOR	01-01-5010	5,400.00	6,000.00	6,000.00	10,000.00	66.67%	1
PAYROLL - COUNCIL	01-01-5011	16,100.00	18,000.00	18,000.00	27,000.00	50.00%	1
FICA EXPENSE	01-01-5092	1,644.75	1,836.00	1,836.00	2,831.00	54.19%	
SUPLIES - COUNCIL	01-01-5100	1,882.48	5,000.00	5,000.00	3,000.00	-40.00%	
PURCH SERV - COMMUNITY CONTRIBUTION	01-01-5271	0.00	0.00	0.00	0.00	#DIV/0!	
<b>SUBTOTAL: COUNCIL</b>		<b>25,027.23</b>	<b>30,836.00</b>	<b>30,836.00</b>	<b>42,831.00</b>	<b>38.90%</b>	

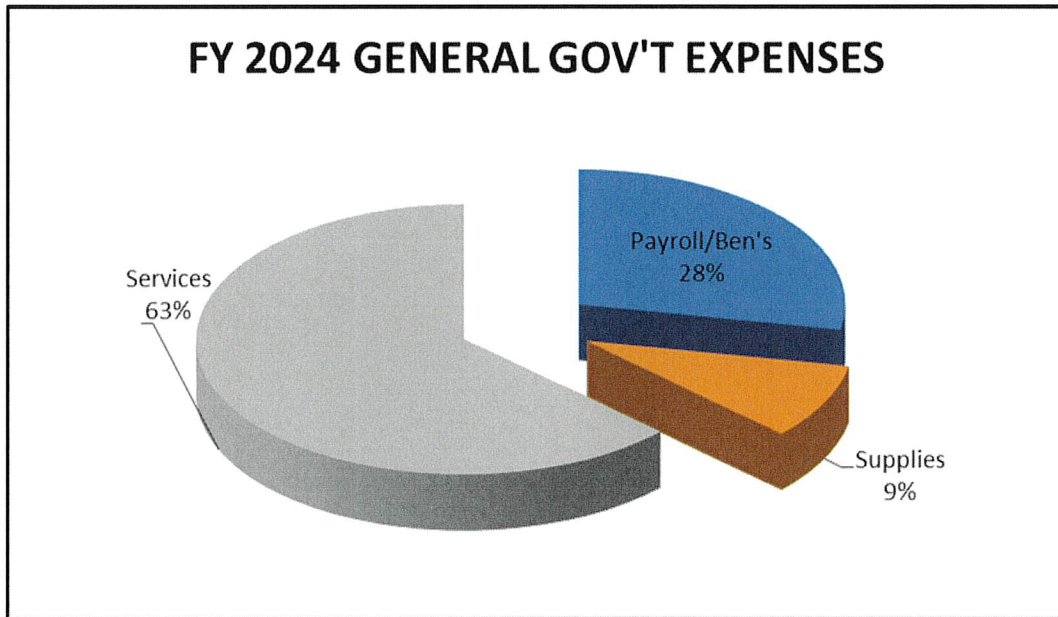
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# TOWN OF MINTURN FISCAL YEAR 2024 BUDGET

## General Fund: General Government Expense

The General Government or Administration Department is allotted an FTE of 1.2 to include the Town Manager (70%), Town Treasurer/Clerk (50%). The fiscal year 2024 budget shows a 17% decrease over the 2023 budget. This is due in large part to the proposed Battle Mountain Settlement Agreement and the associated reduced legal expenses.



Footnotes:

- 1) The Town Manager wage is based on full time carried 100% in the General Fund.
- 2) The Town Clerk/Treasurer wage is based on full time and shared 50/50 split between the General Fund and the Enterprise Fund to better allot for the time consumption. This division is based on a 12mo labor study.
- 3) Employee insurance benefits: The Town employee insurance coverage includes coverage for the employee and immediate family for medical, dental, and vision, provides a \$20,000 life insurance policy (employee only), and AD&D for the employee. Over the years the Town has continuously researched, reviewed and modified its employee insurance program to provide beneficial coverage to the employee at the best cost to the Town. Our employee insurance plans are reviewed annually and reflect changes made for the purposes of cost containment on the insurance plans and the town is undertaking a full bid process in 2023.

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Following, is a chart showing the effects over the past several years and also shows how one change can skew dramatically the numbers. The town budgets a 10% increase annually and then adjusted as we get confirmation on those numbers in November and December. Based on the industry norm of often over 20% annual increases our efforts in maintaining cost control in this area is paying off as exemplified by the minimal average cost per employee. This program continues to be reviewed and modified as needed annually in order to maintain the direction Council established in a concerted effort to contain the insurance costs yet still provide a quality benefit for the employees.

<b>YEAR</b>	<b>ACTUAL EMP'EE INSURANCE  COST</b>	<b>TOTAL EMP'EES</b>	<b>COST PER EMP'EE</b>	<b>PERCENT INC/(DEC)</b>
2006	194,336.22	16	12,146.01	-
2007	209,670.24	15	13,978.02	13%
2008	230,803.52	14	16,485.97	15%
2009	204,771.96	14	14,626.57	-11%
2010	188,673.32	12	15,722.77	-8%
2011	194,131.29	11	17,456.45	9%
2012	179,845.00	11	16,349.00	-6%
2013	188,321.49	11	17,120.13	6%
2014	180,057.68	11	16,368.88	-5%
2015	165,748.00	8	20,718.50	-8%
2016	166,599.00	8	20,824.88	0%
2017	142,707.00	8	18,987.50	-14%
2018	148,030.00	8	18,504.00	-3%
2019	150,847.00	8	18,856.00	2%
2020	154,183.00	8	19,273.00	3%
2021	157,414.00	8	19,677.00	2%
2022	161,105.00	8	20,138.00	2%
2023 Est	178,950.00	8	22,000.00	9%
2024 Budget	245,200.00	9	27,244.00	

\*\*The general historical trend is relatively constant and reflects conservative budgeting during the Estimated and Budget years.

\*\*2023 includes one employee that transitioned from single to married.

\*\*2024 Includes a full-time new position. Until we have a candidate, benefits are budgeted at family costs.

GENERAL FUND

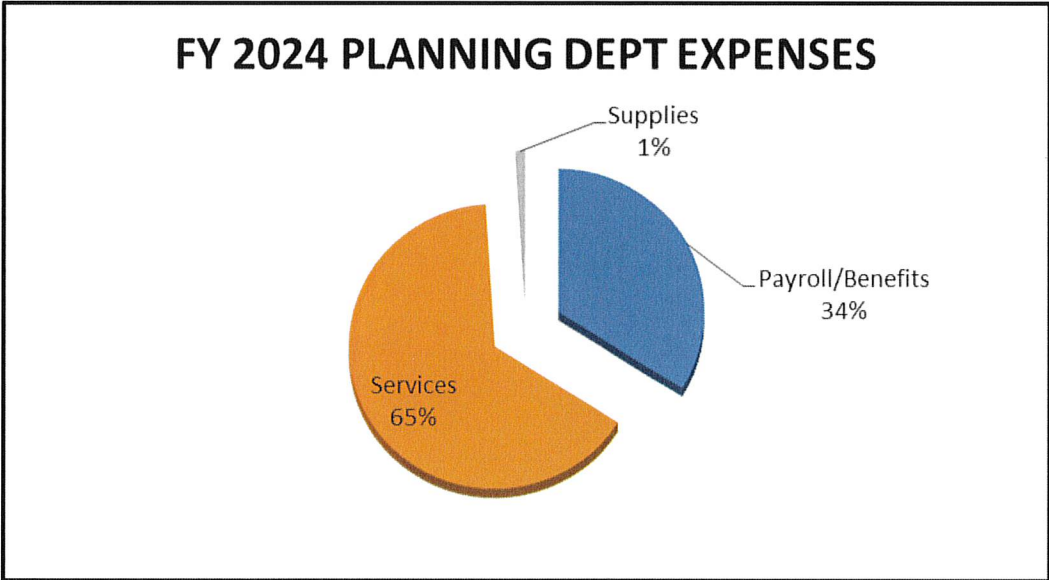
Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
GENERAL GOVERNMENT (XX-01-XXXX)							
PAYROLL - TOWN MANAGER	01-01-5012	86,809.28	84,810.00	95,879.00	133,811.60	39.56%	1
PAYROLL - TOWN TREASURER/CLERK	01-01-5014	56,624.72	54,925.00	62,388.00	60,387.03	-3.21%	2
PAYROLL - TOWN DEPUTY CLERK	01-01-5015	0.00	0.00	0.00	0.00	#DIV/0!	
MEDICAL AND DISABILITY	01-01-5091	23,160.95	26,000.00	26,000.00	40,500.00	55.77%	3
FICA EXPENSE	01-01-5092	10,972.89	10,600.00	12,107.00	14,856.20	22.71%	
ICMA 401 EXPENSE	01-01-5094	5,622.34	5,590.00	6,171.00	7,768.00	25.88%	
SUPPLIES - OFFICE	01-01-5110	25,399.85	27,500.00	30,000.00	27,500.00	-8.33%	
SUPPLIES - COMPUTER AND SUPPORT	01-01-5120	66,003.11	65,000.00	65,000.00	51,000.00	-21.54%	
SUPPLIES -	01-01-5126	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - TELEPHONE	01-01-5200	11,205.04	12,000.00	12,000.00	12,000.00	0.00%	
PURCH SERV - TOWN MANAGER SUPPORT	01-01-5209	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - UTILITIES	01-01-5210	29,316.39	26,000.00	30,000.00	30,000.00	0.00%	
PURCH SERV - CUSTODIAL SERVICES	01-01-5211	6,968.00	8,500.00	8,500.00	9,000.00	5.88%	
PURCH SERV - LEGAL AND PROFESSIONAL	01-01-5220	487,034.11	125,000.00	125,000.00	148,000.00	18.40%	
PURCH SERV - ENGINEER SERVICES	01-01-5221	105,565.30	75,000.00	75,000.00	120,000.00	60.00%	
PURCH SERV - LAWSUITS	01-01-5220	0.00	432,223.00	432,223.00	0.00	-100.00%	
PURCH SERV - AUDITOR FEES	01-01-5225	12,000.00	12,000.00	12,000.00	13,500.00	12.50%	
PURCH SERV - VEHICLE R&M	01-01-5231	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - DUES, FEES AND TRAINING	01-01-5235	48,156.25	45,000.00	45,000.00	55,000.00	22.22%	
PURCH SERV - EAGLE CO TREASURES FEE	01-01-5236	10,586.51	12,000.00	12,000.00	13,000.00	8.33%	
PURCH SERV - ERFPD IMPACT FEE	01-01-5240	6,426.78	0.00	1,599.00	0.00	-100.00%	
PURCH SERV - LEGAL NOTICES	01-01-5250	7,687.28	7,500.00	8,000.00	7,700.00	-3.75%	
PURCH SERV - ELECTIONS	01-01-5255	1,831.62	0.00	0.00	4,250.00	#DIV/0!	
PURCH SERV - MUNI PARKING/RR LEASE	01-01-5261	23,147.52	25,000.00	25,000.00	26,500.00	6.00%	4
PURCH SERV - MEETING FOOD AND DRINK	01-01-5270	0.00	0.00	0.00	10,000.00	#DIV/0!	
PURCH SERV - PROMOTIONS/FLOWERS ON MAIN ST	01-01-5275	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - TV 5	01-01-5280	11,800.00	14,500.00	14,500.00	14,500.00	0.00%	
PURCH SERV - ANIMAL CONTROL	01-01-5285	9,672.00	9,700.00	9,700.00	11,112.00	14.56%	
PURCH SERV - MEMORIAL BENCHES	01-01-5290	2,490.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - EQUIPMENT R&M	01-01-5291	0.00	500.00	500.00	500.00	0.00%	
PURCH SERV - COMPUTER R&M	01-01-5292	992.35	5,500.00	5,500.00	10,000.00	81.82%	
PURCH SERV - COVID EXPENSE	01-01-5293	1,906.41	0.00	0.00	0.00	#DIV/0!	
INSURANCE - WORKERS COMP	01-01-5300	5,829.00	10,000.00	11,000.00	11,500.00	4.55%	
INSURANCE - TOWN LIABILITY INS	01-01-5310	28,140.53	32,500.00	37,000.00	45,000.00	21.62%	
INSURANCE - UNEMPLOYMENT	01-01-5320	0.00	0.00	0.00	0.00	#DIV/0!	
INSURANCE - OTHER	01-01-5330	0.00	0.00	0.00	0.00	#DIV/0!	
<b>SUBTOTAL: GENERAL GOVERNMENT</b>		<b>1,085,348.23</b>	<b>1,127,348.00</b>	<b>1,162,067.00</b>	<b>877,384.83</b>	<b>-24.50%</b>	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**General Fund: Planning Department Expense**



The Planning Department represents a full-time Staff Planner in-house in addition to a contracted planner to allow for better expertise, service, and cost effectiveness. A new position of Code Enforcement has been added to assist with code enforcement, building permits, and public works. The department is budgeted at 2FTE for the Planner and Code Enforcer with the contract planner reflected in account 01-02-5215. The intent of this hybrid staff and contract service is to provide the citizens and customers with professional planners and an office that is available to the public as questions and concerns arise.

The Planning Department collects design review fees that offset a fraction of the Planning costs. Building permit fees cover additional building inspections and plan reviews.

Continuous Projects:

- 1. Municipal Code Zoning Amendment, Planning & Development
- 2. Planning Commission support

Projects of High Priority:

- 1. Complete MMC Chapter 16 review.
- 2. Quiet Title River Parcels to high water mark for town ownership

Budget Update: Project currently pending additional funding and staff bandwidth.

Footnotes:

- 1) The payroll cost includes 2FTE.
- 2) 01-02-5215 allocates funding for the contract Town Planner position as well as other contracted services.

Planner Contract =	\$124,800
Misc needs =	75,200

Total Budget \$200,000

- 3) Planning Commission members receive \$75 per meeting attended not to exceed \$150 per month for each of the six-member Commission.

GENERAL FUND

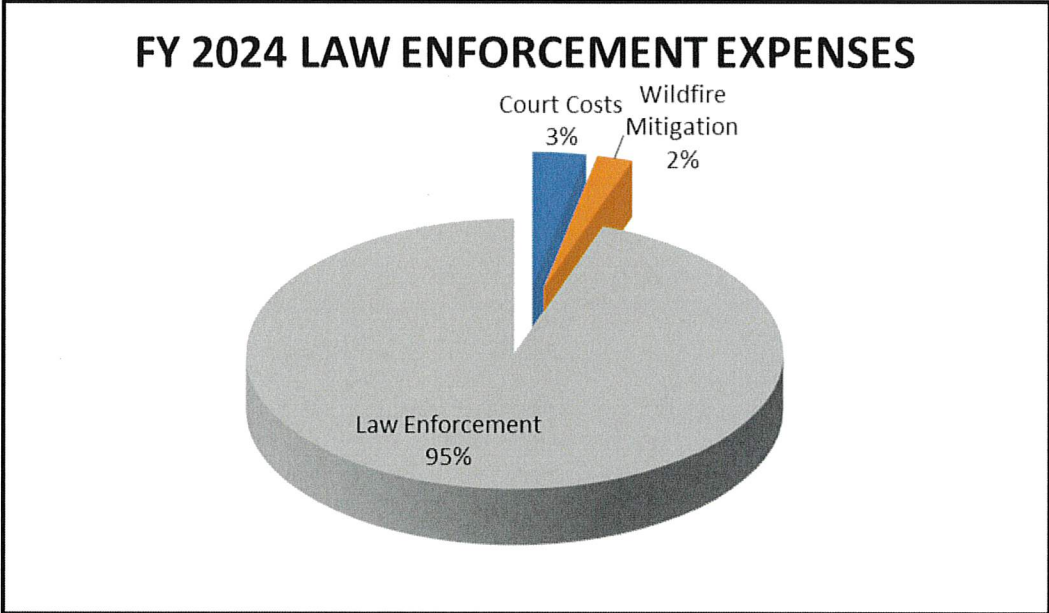
Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
PLANNING AND ZONING (XX-02-XXXX)							
PAYROLL - PLANNING STAFF	01-02-5010	64,424.00	63,024.00	71,266.00	69,266.00	-2.81%	1
PAYROLL - CODE ENFORCEMENT	01-02-5011	0.00	0.00	0.00	65,000.00	#DIV/0!	1
MEDICAL AND DISABILITY	01-02-5091	10,522.21	12,000.00	12,750.00	45,500.00	256.86%	
FICA EXPENSE	01-02-5092	4,928.42	4,825.00	5,452.00	10,317.00	89.23%	
ICMA 401 EXPENSE	01-02-5094	2,496.96	2,525.00	2,771.00	5,395.00	94.70%	
SUPPLIES - OFFICE	01-02-5110	1,314.56	5,400.00	5,400.00	5,400.00	0.00%	
SUPPLIES - COMPUTER	01-02-5120	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - TELEPHONE	01-02-5200	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - UTILITIES	01-02-5210	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - BUILDING INSPECTIONS	01-02-5214	44,560.29	38,000.00	38,000.00	134,848.00	254.86%	
PURCH SERV - PLANNER ASSIST	01-02-5215	303,982.70	175,000.00	175,000.00	200,000.00	14.29%	2
PURCH SERV - P&Z COMMISSION	01-02-5216	5,400.00	11,925.00	11,925.00	11,925.00	0.00%	3
PURCH SERV - EXTERIOR ENERGY OFFSETS	01-02-5217	0.00	0.00	0.00	10,752.00	#DIV/0!	
PURCH SERV - COMMUNITY HOUSING FEES	01-02-5218	0.00	5,000.00	5,000.00	5,000.00	0.00%	
PURCH SERV - CODE ENFORCEMENT CONTRACT	01-02-5219	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - FEES AND TRAINING	01-02-5235	595.32	1,000.00	1,000.00	1,000.00	0.00%	
PURCH SERV - LEGAL NOTICES	01-02-5250	3,818.70	4,000.00	4,000.00	4,000.00	0.00%	
<b>SUBTOTAL: PLANNING AND ZONING</b>		<b>442,043.16</b>	<b>322,699.00</b>	<b>332,564.00</b>	<b>568,403.00</b>	<b>70.92%</b>	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**General Fund: Court and Police Department Expense**



2024 reflects all police services within the Town of Minturn to be accommodated by the Eagle County Sheriff’s Office operational contract. The Town continues to contract for court judge and to provide court prosecuting attorney services. The Town utilizes a contract for a code enforcement provider and an allowance paid to the Eagle River Fire Protection District for Wildfire mitigation.

Footnotes:

- 1) The FTE is set at 0 as services under this department are contract only.
- 2) The policing agreement with the Eagle County Sheriff’s Office was renewed in the 2022 fiscal year. This agreement is scheduled for renewal in 2027.



GENERAL FUND

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
<b>MUNICIPAL COURT (XX-03-XXXX)</b>							
PAYROLL - TOWN JUDGE	01-03-5010	0.00	0.00	0.00	0.00	#DIV/0!	
FICA EXPENSE	01-03-5092	0.00	0.00	0.00	0.00	#DIV/0!	
SUPPLIES - OFFICE	01-03-5110	0.00	150.00	150.00	150.00	0.00%	
SUPPLIES - COMPUTER	01-03-5120	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES - JUDGE/ATTORNEY/TRANSLATOR	01-03-5216	8,606.51	12,500.00	12,500.00	12,500.00	0.00%	
PURCHASE SERVICES - EQUIPMENT R&M	01-03-5217	0.00	0.00	0.00	0.00	#DIV/0!	
<b>LAW ENFORCEMENT (XX-04-XXXX)</b>							
PAYROLL - POLICE CHIEF	01-04-5010	0.00	0.00	0.00	0.00	#DIV/0!	1
PAYROLL - OVERTIME/STIPEND	01-04-5017	0.00	0.00	0.00	0.00	#DIV/0!	
FICA EXPENSE	01-04-5092	0.00	0.00	0.00	0.00	#DIV/0!	
ICMA 401 EXPENSE	01-04-5095	0.00	0.00	0.00	0.00	#DIV/0!	
FPPA D&D (NEW HIRES 2.6%)	01-04-5096	0.00	0.00	0.00	0.00	#DIV/0!	
SUPPLIES - OFFICE	01-04-5100	0.00	500.00	500.00	500.00	0.00%	
MEDIA NOTICE AND EMP'EE FEES	01-04-5110	0.00	0.00	0.00	0.00	#DIV/0!	
SUPPLIES - COMPUTER/EQUIPMENT	01-04-5120	0.00	0.00	0.00	0.00	#DIV/0!	
SUPPLIES - VEHICLE FUEL AND SUPPLIES	01-04-5130	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - TELEPHONE AND 911	01-04-5200	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - UTILITIES	01-04-5210	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - CODE COMPLIANCE	01-04-5235	21,930.00	32,500.00	32,500.00	0.00	-100.00%	
PURCH SERV - PRISONER UPKEEP/SUPPORT TRAINING	01-04-5239	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - ERFPD WILDLAND FIRE FEES	01-04-5240	0.00	8,000.00	8,000.00	8,000.00	0.00%	
PURCH SERV - DISPATCH SERVICES	01-04-5245	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - ECO SHERIFF SERVICES	01-04-5246	379,887.00	440,669.00	427,373.00	440,194.00	3.00%	2
PURCH SERV - TRAINING & DEVELOPMENT	01-04-5265	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - UNIFORM PURCH/MAINT	01-04-5271	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - EQUIPMENT R&M	01-04-5291	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - COMPUTER R&M	01-04-5292	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - VEHICLE LEASE/PURCHASE	01-04-5350	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - EQUIPMENT LEASE/PURCHASE	01-04-5351	0.00	0.00	0.00	0.00	#DIV/0!	
PURCH SERV - GRANT EXPENSE	01-04-5355	0.00	0.00	0.00	0.00	#DIV/0!	
<b>SUBTOTAL: COURT/POLICE</b>		<b>410,423.51</b>	<b>494,319.00</b>	<b>481,023.00</b>	<b>461,344.00</b>	<b>-4.09%</b>	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**General Fund: Economic Development and Events:**

The Events and Economic Coordinator/Court Clerk represent 1 FTE.

The funding allocation for the various programs within the Economic Development and Events budget is set at \$100,000 for all programing.

The primary goal of this budget is to maintain the consistency of events which have come to be expected, while adapting to the need for new or expanded programs. This budget also works to adapt to the requests of local business owners who would like to see more support in their marketing and advertising campaigns.

Objectives: Events and Minturn Arts Fund (Minturn Market – 2024)

- 1) Communications – As emphasized in the Strategic Plan, additional efforts will be sought to further improve communications between town government and the community.
- 2) A Community Survey will be conducted in 2024. This will be a much larger and more in-depth survey than has been done in the past.
- 3) Events; including the Minturn Summer Concert series – The 2024 Economic Development budget allocates \$15k toward supporting the Minturn Summer Concert series.

GENERAL FUND

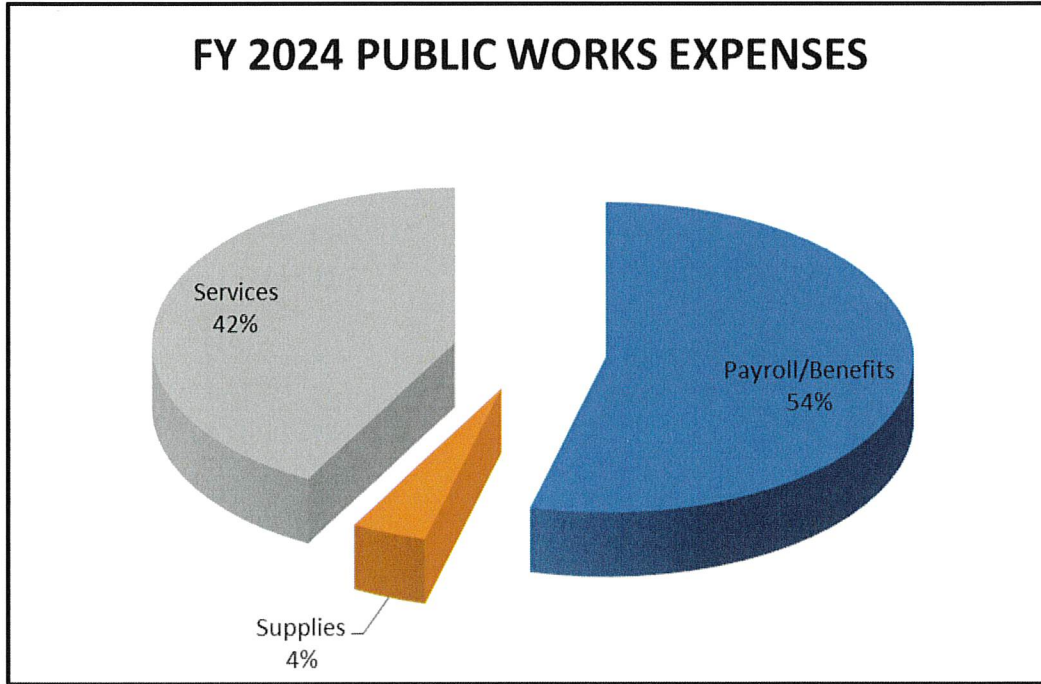
Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
ECONOMIC DEVELOPMENT (XX-05-XXXX)							
PAYROLL - ECONOMIC DEVELOPMENT	01-05-5010	75,887.84	74,590.00	83,877.00	81,877.00	-2.38%	
MEDICAL AND DISABILITY	01-05-5091	10,613.02	12,000.00	31,100.00	28,500.00	-8.36%	
FICA EXPENSE	01-05-5092	5,805.42	5,700.00	6,417.00	6,264.00	-2.38%	
ICMA 401 EXPENSE	01-05-5094	2,955.60	2,985.00	3,276.00	3,276.00	0.00%	
PURCH SERV - PROMOTIONS	01-05-5275	69,686.82	75,000.00	75,000.00	100,000.00	33.33%	
<b>SUBTOTAL: EVENTS</b>		<b>164,948.70</b>	<b>170,275.00</b>	<b>199,670.00</b>	<b>219,917.00</b>	<b>10.14%</b>	

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# TOWN OF MINTURN FISCAL YEAR 2024 BUDGET

## General Fund: Public Works Department Expense



The Public Works Department consists of the Public Works Division in the General Fund and the Water Division in the Enterprise Fund. Although reported separately, combined, they represent the largest single department within the Town of Minturn. The combined departments have an FTE allowance of four (4) of which three and a half (3.5) are funded in the Public Works Division and one half (.5) are funded in the Water Division. The above graph shows only the Public Works Division as budgeted in the General Fund.

### 2024 Objectives

1. Bridge Maintenance—clean all debris, perform necessary painting of bridge rails and support structure, change guard rails to meet AASHTO standards.
2. Further town wide implementation of the winter Snow Removal Plan.
3. Inventory remaining deficient sidewalks and make improvements with property owner financial participation.

Budget Update: The Town will proceed with Phase II of the scheduled sidewalk extension from approximately the 1000 block to approximately the 1350 block. This process will utilize grants and coordinated work with CDOT upgrades. The engineering needs to get the project to Shovel Ready status is anticipated for 2024 with construction in 2025. These costs will come from the Capital Improvement Fund (06)

4. Implementation of an updated Capital Improvements Plan

### Footnotes:

- 1) The snowplow contract has been modified to assist Public Works
- 2) A line item is used in 2024 for the Minturn Fitness Center expenses paid by the Town.

GENERAL FUND

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
<b>PUBLIC WORKS</b>							
PAYROLL - DIRECTORS	01-06-5010	0.00	0.00	0.00	0.00		
PAYROLL - STAFF	01-06-5011	125,722.50	121,505.00	137,703.00	204,666.00	48.63%	
PAYROLL - OVERTIME	01-06-5011	7,120.83	4,000.00	4,000.00	10,000.00	150.00%	
MEDICAL AND DISABILITY	01-06-5091	51,160.66	56,000.00	62,500.00	104,000.00	66.40%	
FICA EXPENSE	01-06-5092	10,162.51	9,602.00	10,841.00	16,422.00	51.48%	
ICMA 401 EXPENSE	01-06-5094	3,557.27	5,021.00	5,508.00	8,587.00	55.90%	
<b>SUPPLIES - OFFICE</b>							
SUPPLIES - OFFICE	01-06-5100	36.50	500.00	500.00	500.00	0.00%	
<b>SUPPLIES - TOOLS</b>							
SUPPLIES - TOOLS	01-06-5120	839.48	5,000.00	5,000.00	5,000.00	0.00%	
<b>SUPPLIES - VEHICLE FUEL AND SUPPLIES</b>							
SUPPLIES - VEHICLE FUEL AND SUPPLIES	01-06-5130	9,099.09	10,000.00	10,000.00	10,000.00	0.00%	
<b>SUPPLIES - GENERAL</b>							
SUPPLIES - GENERAL	01-06-5140	4,048.57	5,000.00	5,000.00	5,000.00	0.00%	
<b>PURCH SERV - TELEPHONE</b>							
PURCH SERV - TELEPHONE	01-06-5200	2,717.98	2,600.00	2,600.00	3,000.00	15.38%	
<b>PURCH SERV - UTILITIES/STREET LIGHTS</b>							
PURCH SERV - UTILITIES/STREET LIGHTS	01-06-5210	27,007.91	28,000.00	28,000.00	28,000.00	0.00%	
<b>PURCH SERV - VEHICLE R&amp;M</b>							
PURCH SERV - VEHICLE R&M	01-06-5231	1,496.45	6,000.00	6,000.00	6,000.00	0.00%	
<b>PURCH SERV - TRAINING &amp; DEVELOPMENT</b>							
PURCH SERV - TRAINING & DEVELOPMENT	01-06-5265	0.00	1,250.00	1,250.00	1,250.00	0.00%	
<b>PURCH SERV - PUBLIC BUILDING R&amp;M</b>							
PURCH SERV - PUBLIC BUILDING R&M	01-06-5290	23,024.61	15,000.00	15,000.00	15,000.00	0.00%	
<b>PURCH SERV - EQUIPMENT R&amp;M</b>							
PURCH SERV - EQUIPMENT R&M	01-06-5291	5,941.77	7,000.00	7,000.00	12,000.00	71.43%	
<b>PURCH SERV - COMPUTER R&amp;M</b>							
PURCH SERV - COMPUTER R&M	01-06-5292	0.00	0.00	0.00	0.00	#DIV/0!	
<b>PURCH SERV - VEHICLE LEASE/PURCHASE</b>							
PURCH SERV - VEHICLE LEASE/PURCHASE	01-06-5350	0.00	0.00	0.00	0.00	#DIV/0!	
<b>PURCH SERV - EQUIPMENT LEASE/PURCHASE</b>							
PURCH SERV - EQUIPMENT LEASE/PURCHASE	01-06-5351	0.00	0.00	0.00	0.00	#DIV/0!	
<b>PURCH SERV - STREET/SIDEWALK MAINTENANCE</b>							
PURCH SERV - STREET/SIDEWALK MAINTENANCE	01-06-5352	36,061.68	40,000.00	40,000.00	125,000.00	212.50%	
<b>PURCH SERV - SNOW REMOVAL</b>							
PURCH SERV - SNOW REMOVAL	01-06-5353	39,877.50	27,500.00	27,500.00	27,500.00	0.00%	1
<b>PURCH SERV - MINTURN FITNESS CENTER MAINTENANCE</b>							
PURCH SERV - MINTURN FITNESS CENTER MAINTENANCE	01-06-5354	3,242.00	5,000.00	5,000.00	5,000.00	0.00%	2
<b>PURCH SERV - TOWN AND PARK SIGNAGE</b>							
PURCH SERV - TOWN AND PARK SIGNAGE	01-06-5356	0.00	0.00	0.00	0.00	#DIV/0!	
<b>PURCH SERV - PARKS AND LANDSCAPING</b>							
PURCH SERV - PARKS AND LANDSCAPING	01-06-5357	40,369.54	43,000.00	43,000.00	46,750.00	8.72%	
<b>SUBTOTAL: PUBLIC WORKS</b>		<b>391,486.85</b>	<b>391,978.00</b>	<b>416,402.00</b>	<b>633,675.00</b>	<b>52.18%</b>	
<b>TOTAL: GENERAL FUND EXP.</b>		<b>2,519,277.68</b>	<b>2,537,455.00</b>	<b>2,622,562.00</b>	<b>2,803,554.83</b>	<b>6.90%</b>	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**General Fund: Additional Expenses**

Footnotes:

- 1) Due to unprecedented increases in the labor market the Employee Wage Pool in 2024 is based on 7% plus taxes of all wages paid in 2023. It is intended that this pool be used for a combined Cost of Living and Merit Based wage increase and annual bonus. In prior years this has been calculated on a 2-5% basis.
- 2) Account 01-09-800X are new accounts that will assist to better detail the special capital projects and grants that are planned each year.
  - a. \$50,000 is budgeted to assist the County bike path connection to Minturn.
  - b. Two street projects are budgeted to include upgrades and pavement to Norman Street and Nelson Street.

GENERAL FUND

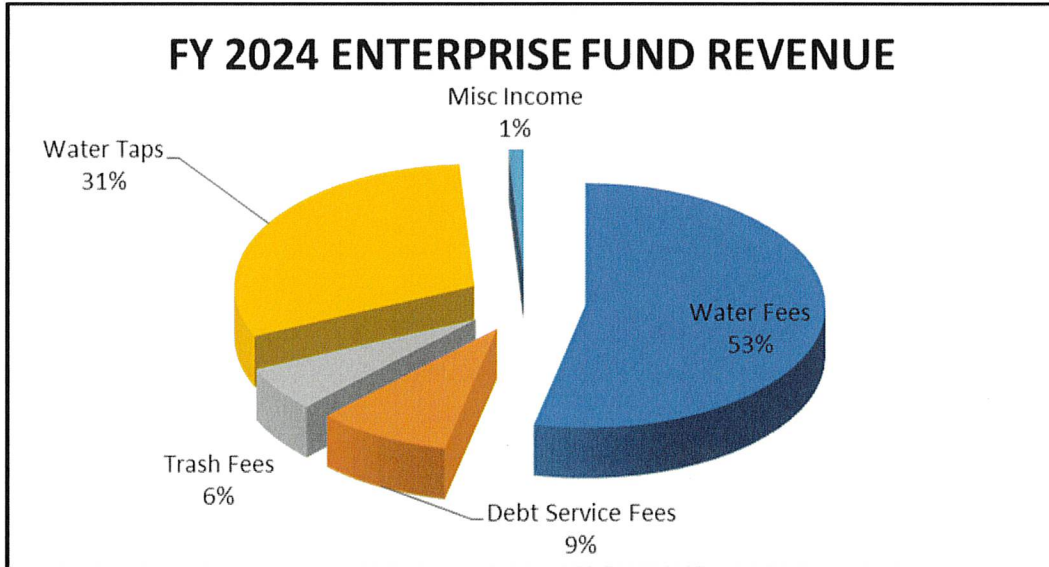
Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
TRANSFER TO OTHER FUND	01-07-6100	0.00	0.00	0.00	0.00		1
EMPEEE WAGE POOL-7%		0.00	85,000.00	10,037.00	81,000.00		2
CAPITAL OUTLAY - GENERAL FUND	01-09-8000	0.00	0.00	0.00	0.00		3
CAPITAL OUTLAY - SPEC PROJECTS - STREETS AND BIKE PATH	01-09-8001	0.00	50,000.00	50,000.00	92,000.00		4
CAPITAL OUTLAY - SPEC PROJECTS - STATE LAND ROW	01-09-8003	0.00	0.00	0.00	0.00		4
CAPITAL OUTLAY - SPEC PROJECTS - STORM DRAIN/BELDEN	01-09-8004	0.00	0.00	0.00	0.00		4
CAPITAL OUTLAY - SPEC PROJECTS - TRAILER SIGNS	01-09-8005	0.00	0.00	0.00	20,000.00		4
CAPITAL OUTLAY - SPEC PROJECTS -	01-09-8006	0.00	0.00	0.00	0.00		4
CAPITAL OUTLAY - SPEC PROJECTS - TAP #1 GRANT	01-09-8007	0.00	0.00	0.00	0.00		4
CAPITAL OUTLAY - SPEC PROJECTS - TAP #2 GRANT	01-09-8007	0.00	0.00	0.00	0.00		4
CAPITAL OUTLAY - SPEC PROJECTS - DOWD JCT PARCELL	01-09-8008	0.00	0.00	0.00	0.00		4
	<b>TOTAL REV</b>	2,982,949.90	2,508,786.00	2,508,786.00	2,997,177.78	19.47%	
	<b>TOTAL EXP</b>	2,519,277.68	2,672,455.00	2,682,599.00	2,996,554.83	11.70%	
	<b>NET GAIN/(LOSS)</b>	463,672.22	-163,669.00	-173,813.00	622.95		
TRANS FROM CARRY FORWARD - ESTIMATED		0.00	163,359.12	142,679.38	0.00		5

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# TOWN OF MINTURN FISCAL YEAR 2024 BUDGET

## Enterprise Fund: Revenue



The Enterprise Fund consists of the Water Works Division and the contracted Town wide citizen trash/recycle removal program. The Enterprise Fund is facing a period of major renovation and construction and has developed a thorough Capital Improvements Plan and construction schedule. This planned development effort will include increased fees and in late 2021 the Enterprise Fund closed on a \$3,000,000 loan for the purpose of building a new water tank to be located at the Water Treatment Plant. The existing tank is anticipated to be refurbished in the future for additional and secondary water storage to allow more ability to maintain the tanks without affecting the overall water supply for the town. In 2023-24 the town will undertake several engineering studies designed to study costs associated with various water plant scenarios. This cost will be paid with annual revenue and savings. Once a direction is approved, funding will be secured. Options being considered include:

- Increasing the capacity of our two water wells to reduce or in combination of the town’s Cross Creek water diversion rights.
- Rehabilitation of current sand filters - \$6-9m (least resilient, lowest treatment capacity)
- Conventional Process Package WTP - \$11-17m (adequate, good option)
- Membrane Filtration WTP - \$10-15m (Best addresses Minturn’s priorities for providing a resilient and reliable treatment system.

### Footnotes:

- 1) Water Use fees are based on a Single-Family Equivalent (SFE) and include a base rate, a pay by use fee per 1,000gal. This base fee is the same regardless of Residential or Commercial. Water and Trash fees are budgeted based on the CIP requirements for the

Water Plant and System upgrades. Fees set based on a fee needs study conducted by an outsourced contract to ensure need, accuracy, and fairness.

- 2) Although rates have not been set it is anticipated the Eagle River Water and Sanitation District water users will see a 5-8% rate increase as has been the case annually with its rates.
- 3) Residential water Fees for FY2023 are anticipated to increase at various levels to accommodate the debt fees and Capital Improvement costs. Water Taps and associated fees will increase as well. These fees are based on a tiered structure which is similar in comparison to the Eagle River Water and Sanitation District. Additionally, Commercial tap fees will be reviewed and adjusted to match the ERWSD commercial rates.



WATER-SEWER-REC

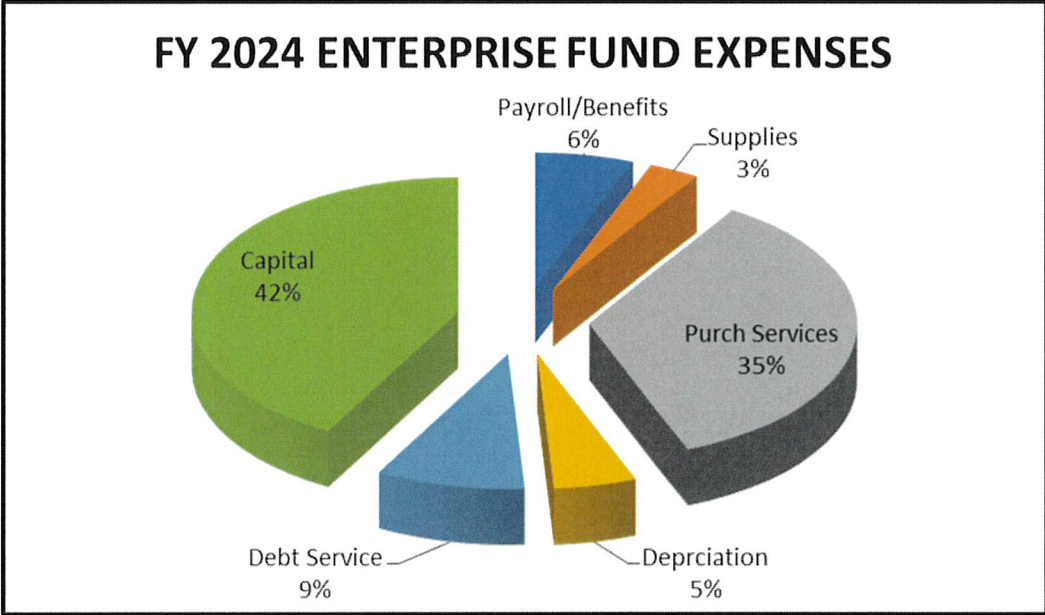
Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 02: WATER-SEWER-REC FUND REVENUE							
WATER USER FEES	02-00-4210	968,606.87	1,220,000.00	1,220,000.00	1,166,422.00	-4.39%	1
WATER USER DEBT SERVICE FEES	02-00-4220	65,723.83	205,111.00	205,111.00	205,111.00	0.00%	
WATER METERS & INSTALLS	02-00-4240	752.00	0.00	0.00	0.00	#DIV/0!	
MISCELLANEOUS REVENUE	02-00-4275	26,365.33	19,000.00	19,000.00	19,000.00	0.00%	
TAP FEES - CAPITAL REVENUES	02-00-4320	36,821.62	42,500.00	42,500.00	42,500.00	0.00%	2
TAP FEES - CASH IN LIEU OF WATER FEE	02-00-4321	46,525.71	42,500.00	42,500.00	42,500.00	0.00%	2
TAP FEES - SYSTEM IMPROVEMENT FEES	02-00-4322	58,190.29	42,500.00	42,500.00	600,000.00	1311.76%	2
GARBAGE COLLECTION FEES	02-00-4330	114,438.66	122,000.00	122,000.00	130,000.00	6.56%	1
INVESTMENT EARNED	02-00-4540	1,411.25	0.00	0.00	0.00	#DIV/0!	
GRANTS - MISC AND ARP FUNDS	02-00-4565	143,897.74	125,000.00	125,000.00	0.00	-100.00%	
TRANSFER FROM OTHER FUNDS	02-00-4570	0.00	0.00	0.00	0.00	#DIV/0!	
WATER FUND-TANK LOAN PROCEEDS	02-00-4575	1,926,513.38	0.00	0.00	0.00	#DIV/0!	
TRANS FROM CARRY FORWARD-ESTIMATED		0.00	0.00	0.00	0.00	#DIV/0!	
<b>SUBTOTAL: REVENUE</b>		<b>3,389,246.68</b>	<b>1,818,611.00</b>	<b>1,818,611.00</b>	<b>2,205,533.00</b>	<b>21.28%</b>	

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# TOWN OF MINTURN FISCAL YEAR 2024 BUDGET

## Enterprise Fund: Expense



As previously noted, the Public Works Department including the Water division in the Enterprise Fund combined is the largest single department in the Town of Minturn. The combined departments have an FTE allowance of four (4) of which two (2) are in each: Public Works and Water as the employees are trained and hold various certifications in each Division. In addition, .3 FTE of the Town Manager and .5 FTE of the Town Clerk/Treasurer are included in the Enterprise Fund. The segregation between the two Funds has been established using actual payroll data and costs. The above graph shows only the Enterprise Fund portion.

### Enterprise Fund – 2024 Objectives

1. Implementation of the Capital Improvements Plan developed by SGM Consulting.
2. Complete design and engineer water plant options.

### Footnotes:

- 1) Account 02-06-5220 and 02-06-5247 includes the cost of the design and engineering of the defined water plant options, contracted service for the supervision of the water treatment, distribution, and leak detection process and other engineering needs.
- 2) Account 02-06-5352 includes cost for a gauging station on Cross Creek shared with CBS/Viacom, 20acre feet and 5acre feet from the Colorado River District, and the ERWSD settlement agreement.
- 3) Depreciation is again this year being budgeted as an expense in order to best maintain our reserves in the Enterprise Fund for use in the implementation of the CIP plan.

WATER-SEWER-REC

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
<b>EXPENSES</b>							
PAYROLL - REGULAR	02-06-5010	114,916.87	126,752.00	141,423.00	40,710.00	-71.21%	
PAYROLL - NON PLANT	02-06-5011	90,971.52	91,275.00	100,621.00	60,388.00	-39.98%	
PAYROLL - OVERTIME	02-06-5017	5,065.97	12,000.00	12,000.00	2,000.00	-83.33%	
MEDICAL AND DISABILITY	02-06-5091	62,808.81	70,000.00	78,100.00	22,000.00	-71.83%	
FICA EXPENSE	02-06-5092	15,982.94	17,600.00	19,435.00	7,887.00	-59.42%	
ICMA 401 EXPENSE	02-06-5094	7,932.39	9,190.00	10,082.00	4,124.00	-59.10%	
SUPPLIES - OFFICE/LAB	02-06-5100	27,204.86	20,000.00	20,000.00	25,000.00	25.00%	
SUPPLIES - VEHICLE FUEL AND SUPPLIES	02-06-5130	9,099.06	10,000.00	10,000.00	10,000.00	0.00%	
SUPPLIES - GENERAL	02-06-5140	4,068.43	6,000.00	6,000.00	6,000.00	0.00%	
SUPPLIES - TOOLS	02-06-5150	470.28	5,000.00	5,000.00	5,000.00	0.00%	
SUPPLIES - WATER METERS & INSTALL	02-06-5160	88,219.20	0.00	0.00	30,000.00	#DIV/0!	
PURCH SERV - TELEPHONE	02-06-5200	2,275.68	2,500.00	2,500.00	2,500.00	0.00%	
PURCH SERV - UTILITIES	02-06-5210	15,968.94	14,000.00	14,000.00	16,000.00	14.29%	
PURCH SERV - LEGAL SERV (GENERAL)	02-06-5220	230,836.62	310,000.00	310,000.00	150,000.00	-51.61%	1
PURCH SERV - VEHICLE R&M	02-06-5231	1,400.58	8,000.00	8,000.00	8,000.00	0.00%	
PURCH SERV - ENGINEERING CONTRACTS	02-06-5247	146,362.85	350,000.00	350,000.00	150,000.00	-57.14%	
PURCH SERV - TRAINING & DEVELOPMENT	02-06-5265	0.00	1,250.00	1,250.00	1,250.00	0.00%	
PURCH SERV - UNIFORM PURCH/MAINT	02-06-5271	168.00	1,000.00	1,000.00	1,000.00	0.00%	
PURCH SERV - EQUIPMENT R&M	02-06-5291	13,062.27	8,000.00	8,000.00	12,000.00	50.00%	
PURCH SERV - WATER PLANT/SYSTEM R&M	02-06-5293	80,067.97	40,000.00	40,000.00	80,000.00	100.00%	
PURCH SERV - ANNUAL H2O RIGHTS MAINT	02-06-5352	133,738.50	140,000.00	140,000.00	160,000.00	14.29%	2
PURCH SERV - GARBAGE CONTRACT SERVICES	02-06-5353	157,089.00	115,000.00	115,000.00	130,000.00	13.04%	
PURCH SERV - ERWSD CONTRACT SERVICES	02-06-5354	11,671.00	36,151.00	36,151.00	40,954.00	13.29%	
DEPRECIATION EXPENSE	02-06-6000	0.00	108,200.00	108,200.00	108,200.00	0.00%	3
<b>SUBTOTAL: OPERATION EXPENSES</b>		<b>1,219,381.74</b>	<b>1,501,918.00</b>	<b>1,536,762.00</b>	<b>1,073,013.00</b>	<b>-30.18%</b>	

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WATER-SEWER-REC

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
<b>ASSET MANAGEMENT PLAN</b>							
MALOIT PARK-MOSQUITO CONTROL	02-07-6001	4,425.00	4,600.00	5,000.00	5,000.00	0.00%	
GRANT-COUNT - EAGLE PARK RESTROOMS	02-07-6002	0.00	0.00	0.00	0.00	#DIV/0!	
PARKS UPKEEP	02-06-5356	0.00		0.00	0.00	#DIV/0!	
<b>DEBT SERVICE</b>							
PRINCIPAL - 2021 WATER BONDS	02-08-7970	0.00	123,689.00	123,689.00	123,688.00	0.00%	
INTEREST - 2021 WATER BONDS	02-08-7971	0.00	66,581.00	66,581.00	66,584.00	0.00%	
PRINCIPAL - 97 \$260k RD B	02-08-7980	6,799.09	7,134.59	7,134.59	7,487.00	4.94%	
INTEREST - 97 \$260k RD B	02-08-7981	8,041.71	7,706.21	7,706.21	7,358.00	-4.52%	
<b>SUBTOTAL: LONG-TERM &amp; ASSET MGMT</b>		<b>19,265.80</b>	<b>209,710.80</b>	<b>210,110.80</b>	<b>210,117.00</b>	<b>0.00%</b>	
<b>CAPITAL</b>							
CAPITAL OUTLAY - WATER FUND	02-09-8000	28,584.37	44,500.00	0.00	19,500.00	#DIV/0!	
CAPITAL OUTLAY - BOLTS LAKE	02-09-8001	0.00	0.00	0.00	0.00	#DIV/0!	
CAPITAL OUTLAY - WATER PLANT CIP	02-09-8002	225,981.82	85,000.00	0.00	75,000.00	#DIV/0!	
CAPITAL OUTLAY - WATER TANK(S) CIP	02-09-8003	2,197,056.82	0.00	0.00	0.00	#DIV/0!	
CAPITAL OUTLAY - WATER TREATMENT ANALYSIS	02-09-8004	0.00	0.00	0.00	260,000.00	#DIV/0!	1
CAPITAL OUTLAY - GIS SYSTEM	02-09-8004	0.00	0.00	0.00	0.00	#DIV/0!	
CAPITAL OUTLAY - NEW WATER PLANT	02-09-8005	0.00	0.00	0.00	0.00	#DIV/0!	
MINTURN NORTH CONTEGENCY		0.00	0.00	0.00	558,720.00	#DIV/0!	
<b>TOTAL REV</b>		<b>\$3,389,246.68</b>	<b>\$1,818,611.00</b>	<b>\$1,818,611.00</b>	<b>\$2,205,533.00</b>	<b>21.28%</b>	
<b>TOTAL EXP</b>		<b>\$3,690,270.55</b>	<b>\$1,841,128.80</b>	<b>\$1,746,872.80</b>	<b>\$2,196,350.00</b>	<b>25.73%</b>	
<b>NET GAIN/(LOSS)</b>		<b>-\$301,023.87</b>	<b>-\$22,517.80</b>	<b>\$71,738.20</b>	<b>\$9,183.00</b>		

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**CONSERVATION TRUST FUND:**

This fund represents revenue received from the state and is funded by lottery sale proceeds. The use of these funds are restricted to use as defined by the State of Colorado.

In 2024 it is anticipated we will use these funds to cover wood treatment of the Little Beach Park stage and playground equipment, wood treatment of the Eagle River Park bathroom, wood treatment of the Manager's House (owned by the town), and potential need of a roof replacement also at the Town Manager's House.

CTF FUND

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 03: CONSERVATION TRUST							
REVENUE							
CTF REVENUE	03-00-4010	13,122.15	10,000.00	10,000.00	13,122.15		
INVESTMENT EARNED	03-00-4540	1,097.11	400.00	400.00	1,097.11		
EXPENSES							
CTF EXPENDITURES	03-00-5140	0.00	15,000.00	15,000.00	61,000.00		
CAPITAL OUTLAY	03-00-5390	0.00	0.00	0.00	0.00		
LITTLE BEACH PARK FUND	03-00-5395	0.00	0.00	0.00	0.00		
TRANS TO OTHER FUNDS	03-00-6100	0.00	0.00	0.00	0.00		
Total Revenue		14,219.26	10,400.00	10,400.00	14,219.26		
Total Expense		0.00	15,000.00	15,000.00	61,000.00		
Net Income/(Expense)		14,219.26	-4,600.00	-4,600.00	-46,780.74		
Est. Ending Fund Balance		10,794.55	-	6,194.55	-40,586.19		

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**SPECIAL REVENUE FUND:**

This is an income fund which received revenue from the US Post Office and apartment leases housed inside the Town Hall. A small cash balance is maintained in this fund for maintenance needs at the Town Hall, all other revenue is transferred to the Capital Fund (06).

Lease Detail:

USPO	\$ 79,823.00
Apartments (2)	<u>35,400.00</u>
Total	\$115,223.00

SPECIAL REVENUE FUND

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 04: BUILDING FUND							
REVENUE							
CERTIFICATES OF PARTICIPATION PROCEEDS	04-00-4000	0.00	0.00	0.00	0.00	#DIV/0!	
ESCROW RESERVE PROCEEDS		0.00	0.00	0.00	0.00	#DIV/0!	
RENT - POST OFFICE	04-00-4512	79,822.04	79,823.00	79,823.00	79,823.00	0.00%	
RENT - APARTMENTS	04-00-4513	26,400.00	26,400.00	26,400.00	35,400.00	34.09%	
INVESTMENT EARNED	04-00-4540	0.00	0.00	0.00	0.00	#DIV/0!	
TRANSFER FROM OTHER FUNDS	04-00-4570	-96,223.00	-96,223.00	-96,223.00	-105,223.00	9.35%	
OTHER REVENUE	04-00-4597	0.00	0.00	0.00	0.00	#DIV/0!	
EXPENSES							
PURCHASE SERVICES -	04-01-5220	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES -	04-01-5247	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES -	04-01-5248	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES -	04-01-5249	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES - BUILDING R&M	04-01-5250	84.05	10,000.00	53,500.00	10,000.00	-81.31%	
PURCHASE SERVICES - BANK FEES	04-01-5251	0.00	0.00	0.00	0.00	#DIV/0!	
DEPRECIATION EXPENSE	04-01-6000	0.00	0.00	0.00	0.00		
DEBT SERVICE							
PRINCIPAL - TOWN CENTER	04-08-7990	0.00	0.00	0.00	0.00	#DIV/0!	
INTEREST - TOWN CENTER	04-08-7991	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES-COST OF ISSUANCE	04-08-7992	0.00	0.00	0.00	0.00		
PURCHASE SERVICES-PAYMENT TO FISCAL AGE	04-08-7993	0.00	0.00	0.00	0.00		
TOTAL REVENUE		9,999.04	10,000.00	10,000.00	10,000.00	0.00%	
TOTAL EXPENSE		84.05	10,000.00	53,500.00	10,000.00	-81.31%	
NET INCOME/(EXPENSE)		9,914.99	0.00	-43,500.00	0.00		

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**MARKET FUND:**

This Fund handles all revenue and expenses related to the Minturn Summer Market.

MINTURN MARKET FUND

Section 10, Item K.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 05:MINTURN MARKET FUND							
REVENUE							
PARTICIPATION REVENUE	05-00-4591	24,500.00	30,000.00	30,000.00	30,000.00	0.00%	
SPONSORSHIP & DONATIONS	05-00-4592	6,250.00	6,000.00	6,000.00	6,000.00	0.00%	
SALES AND PROMOTIONS	05-01-4593	0.00	1,000.00	1,000.00	1,000.00	0.00%	
INVESTMENT EARNED	05-00-4540	0.24	0.00	0.00	0.00	#DIV/0!	
TRANSFER FROM OTHER FUNDS	05-00-4570	0.00	0.00	0.00	0.00	#DIV/0!	
OTHER REVENUE/GRANTS	05-00-4597	5,000.00	0.00	0.00	0.00	#DIV/0!	
EXPENSES							
SUPPLIES - GENERAL	05-01-5100	6,765.13	7,000.00	7,000.00	7,000.00	0.00%	
SUPPLIES - PROMOTIONAL	05-01-5105	14,854.55	15,000.00	15,000.00	15,000.00		
SUPPLIES - CONTRACT LABOR	05-01-5110	9,010.00	15,000.00	15,000.00	15,000.00	0.00%	
PURCHASE SERVICES - ADVERTISE	05-01-5201	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES - PROMOTION	05-01-5202	0.00	0.00	0.00	0.00	#DIV/0!	
TOTAL INCOME		35,750.24	37,000.00	37,000.00	37,000.00	0.00%	
TOTAL EXPENSE		30,629.68	37,000.00	37,000.00	37,000.00	0.00%	
NET INCOME/(EXPENSE)		5,120.56	0.00	0.00	0.00	#DIV/0!	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**CAPITAL FUND:**

This Fund manages all non-Enterprise Fund Capital Improvement Projects.

Revenue for this fund is generated from the Construction Use Tax (4%) along with any funds transferred from the Special Revenue Fund (04).

In 2024, the town will begin Phase II of the Sidewalk Program. This program will install Main Street sidewalks from the 100 block all the way to Maloit Park Road in the 1900 block of Main St. Phase II extends from approximately 980 Main St to approximately 1350 Main St.

A second portion of this fund holds a \$250,000 cash balance for use on approved projects associated with Little Beach Park. This amount was contributed by the Battle Mountain Project.

CAPITAL FUND

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 06: CAPITAL FUND							
REVENUE							
CONSTRUCTION USE TAX PROCEEDS	06-00-4000	79,576.60	100,000.00	100,000.00	400,000.00	300.00%	
CAP FUND-REV & GRANT PROCEEDS	06-00-4010	0.00	0.00	0.00	0.00	#DIV/0!	
INVESTMENT EARNED	06-00-4540	4,330.60	4,500.00	4,500.00	4,800.00	6.67%	
TRANSFER FROM OTHER FUNDS	06-00-4570	96,223.00	96,223.00	96,223.00	105,223.00	9.35%	
GRANTS AND OTHER REVENUE	06-00-4597	0.00	0.00	0.00	0.00	#DIV/0!	
EXPENSES							
PURCHASE SERVICES - PARKS/REC CENTER	06-01-5220	0.00	0.00	0.00	0.00	#DIV/0!	
PURCHASE SERVICES - PUBLIC WORKS	06-01-5247	276,447.53	170,000.00	280,000.00	0.00	-100.00%	
PURCHASE SERVICES - STREET/SIDEWALK	06-01-5248	0.00	0.00	0.00	250,000.00	#DIV/0!	
PURCHASE SERVICES - VEHICLES/EQUIPMENT	06-01-5250	28,584.36	56,500.00	28,000.00	0.00	-100.00%	
PURCHASE SERVICES - MISC	06-01-5249	0.00	0.00	0.00	0.00	#DIV/0!	
BMR FUNDS - LITTLE BEACH PARK	06-01-5310	19,836.89	260,000.00	260,000.00	260,000.00		
BMR FUNDS - MINTURN FITNESS CENTER	06-01-5311	0.00	0.00	0.00	0.00		
BMR FUNDS - LAND PURCHASE		0.00	0.00	0.00	0.00		
DEBT SERVICE							
PRINCIPAL	06-08-7990	0.00	0.00	0.00	0.00	#DIV/0!	
INTEREST	06-08-7991	0.00	0.00	0.00	0.00	#DIV/0!	
TOTAL REVENUE		180,130.20	200,723.00	200,723.00	510,023.00	154.09%	
TOTAL EXPENSE		324,868.78	486,500.00	568,000.00	510,000.00	-10.21%	
NET INCOME/(EXPENSE)		-144,738.58	-285,777.00	-367,277.00	23.00	-100.01%	

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**MINTURN SCHOLARSHIP FUND:**

This Fund was established as an endowment with funds provided by the original Battle Mountain Project. In 2012, Battle Mountain provided \$350,000 to create this endowment with \$50,000 provided to Colorado Mountain College and \$300,000 to fund an annual allocation for applicants. Applicants must be residents of Minturn and attending a certified program at a trade or traditional college.

SCHOLARSHIP FUND  
INFORMATIONAL ONLY

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 08: SCHOLARSHIP FUND							
REVENUE							
BMR SCHOLARSHIP	08-00-4100	0.00	0.00	0.00	0.00	#DIV/0!	
MINTURN SCHOLARSHIP FUND	08-00-4200	0.00	0.00	0.00	0.00	#DIV/0!	
INVESTMENT EARNED	08-00-4540	-71,386.13	10,000.00	10,000.00	10,000.00	0.00%	
EXPENSES							
BMR SCHOLARSHIP AWARDS	08-01-5300	6,510.00	6,600.00	8,025.00	6,600.00		
LEGAL AND ACCOUNTING	08-02-5300	477.50	500.00	500.00	500.00		
TOTAL REVENUE		-71,386.13	10,000.00	10,000.00	10,000.00	0.00%	
TOTAL EXPENSE		6,987.50	7,100.00	8,525.00	7,100.00	-16.72%	
NET INCOME/(EXPENSE)		-78,373.63	2,900.00	1,475.00	2,900.00	96.61%	
ENDING FUND BALANCE		317,713.00		319,188.00	322,088.00		

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**TOWN OF MINTURN  
FISCAL YEAR 2024 BUDGET**

**BATTLE MOUNTAIN FUND:**

This Fund segregates approved Battle Mountain expenses and is funded by that project. Based on the Battle Mountain Settlement Agreement, in 2023-24 it is anticipated these existing funds, plus \$50,000 from Battle Mountain to provide funds for the town's due diligence necessary for the proposed Settlement Agreement. Once the Settlement Agreement is approved this Fund will be dissolved. In the event the Settlement Agreement is not approved, the fund will continue.

DESCRIPTION	ACCOUNT NUMBER	12/31/2022 TRIAL BALANCE	FY2023 BUDGET	2023 EST YEAR END BALANCE	PROPOSED 2024 BUDGET	% CHANGE FROM EST 2023	FT NOTES
FUND 09: BATTLE MTN RESORT FUND							
REVENUE							
BMR - REVENUE	09-00-4000	0.00	100,000.00	100,000.00	0.00	-100.00%	
INVESTMENT EARNED	09-00-4540	1,449.88	2,500.00	2,500.00	2,500.00	0.00%	
GRANTS AND OTHER REVENUE	09-00-4597	0.00	0.00	0.00	0.00	#DIV/0!	
EXPENSES							
BMR - STREET SCAPE	09-01-5100	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - TOWN ADMINISTRATIVE COSTS	09-02-5100	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - LEGAL & CONSULTING (\$200K)	09-03-5100	0.00	100,000.00	100,000.00	150,000.00	50.00%	
BMR - LEGAL & CONSULTING (\$250K)	09-03-5100	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - RECREATION CENTER	09-04-5100	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - OTHER RECREATION USE	09-04-5120	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - RECREATION PATH	09-04-5140	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - LAND PURCHASE	09-05-5100	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - WATER INFRASTRUCTURE	09-06-5100	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - WATER STORAGE	09-06-5120	0.00	0.00	0.00	0.00	#DIV/0!	
BMR - TRANSFER TO OTHER FUND	09-04-6100	0.00	0.00	0.00	0.00	#DIV/0!	
DEBT SERVICE							
PRINCIPAL	09-08-7990	0.00	0.00	0.00	0.00	#DIV/0!	
INTEREST	09-08-7991	0.00	0.00	0.00	0.00	#DIV/0!	
TOTAL REVENUE		1,449.88		102,500.00	2,500.00	-97.56%	
TOTAL EXPENSE		0.00		100,000.00	150,000.00	50.00%	
NET INCOME/(EXPENSE)		1,449.88		2,500.00	-147,500.00	-6000.00%	

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2024 BUDGET FOOT NOTES	
FOOT NOTE NUMBER	DESCRIPTION
PG 13 - 1	Property taxes are calculated on the Town wide 17.934 mill levy. This year is a reassessment year.
PG 13 - 2	The Sales Tax budget for 2024 is based on the 2022 actual and 2023 estimated collections; we anticipate sales tax collections to be flat for 2024. On-line purchases have significantly increased our annual collections. It is important to note sales and property tax can be extremely fickle and go down just as fast as they go up. In addition, it should be noted that sales tax is double property tax due to the noted recent legislative actions.
PG 13 - 3	Building Permits net an income to the Town of 20% over the cost of the building inspection services. Historically, not once have we warranted hiring in-house for this service when viewed over multiple back-to-back years.
PG 13 - 4	The town has a number of land and parking leases for a diversified income source of \$152,900. This accounts for almost 4% of all General Fund revenues.
PG 14 - 1	Real Estate Transfers within the Town are assessed a 1% tax on the value of the sale. This revenue continues to improve year over year.
PG 17 - 1	The Town Council increased the Mayor and Council pay. This increase will be effective as each seat is re-elected. The new rate is \$800 for the Mayor and \$400 for each Council Member.
PG 20 - 1	The Town Manager wage is based on full time and shared 70/30 split between the General Fund and the Enterprise Fund to better allot for the time consumption. This division is based on a 12mo labor study.
PG 20 - 2	The Town Treasurer/Clerk's wage is based on full time and shared 70/30 split between the General Fund and the Enterprise Fund to better allot for the time consumption. This division is based on a 12mo labor study..
PG 20 - 3	Employee insurance benefits: The Town employee insurance coverage includes coverage for the employee and his/her immediate family for medical, dental, and vision, AD&D, and provides \$20,000 in life insurance. All coverages are reviewed on an annual basis and bid as necessary.
PG 20 - 4	Muni Parking/RR leases is increased for potential additional leases through the UPRR.
PG 23 - 1	The payroll cost includes 2FTE for the Planner and a new position of a Code Enforcement Officer..
PG 23 - 2	Allocates funding for contracted planning services.
PG 23 - 3	Planning Commission members receive \$75 per meeting not to exceed \$150 per month for each of the six member Commission.
PG 25 - 1	The FTE is set at 0 as services under this department are contract only
PG 25 - 2	The policing agreement with the Eagle County Sheriff's Office was renewed in with the 2023 fiscal year. This agreement is scheduled for renewal in 2025.
PG 29 - 1	The snowplow contract has been modified to assist Public Works
PG 29 - 2	A line item is used in 2024 for the Minturn Fitness Center expenses paid by the Town
PG 31 - 1	Account 01-07-6100 is used to transfer funds between the other funds. A detailed list is included within the budget of the required transfers between all funds.
PG 31 - 2	Due to unprecedented increases in the labor market the Employee Wage Pool in 2027 is based on 7% plus taxes of all wages paid in 2023. In prior years this has been calculated on a 2-5% basis.
PG 31 - 3	Account 01-09-8000 is used for General Fund Capital Outlay as part of the instituted Capital Improvement Plan. A detailed list is included within the budget for these expenses.
PG 31 - 4	Account 01-09-800X are new accounts that will assist to better detail the special capital projects and grants that are planned each year.
PG 31 - 5	Carry Forward income/expenses will come from the Restricted Revenue for CIP
PG 34 - 1	Water Use fees are based on a Single-Family Equivalent (SFE) and include a base rate, a pay by use fee per 1,000gal. This base fee is the same regardless of Residential or Commercial. Water and Trash fees are budgeted based on the CIP requirements for the Water Plant and System upgrades. Although rates have not been set it is anticipated the Eagle River Water and Sanitation District water users will see a 5-8% rate increase as has been the case annually with its rates
PG 34 - 2	Residential water Fees for FY2024 are anticipated to increase at various levels tot accommodate the debt fees and Capital improvement costs. Water Taps and associated fees will increase as well. These fees are based on a tiered structure which is similar in comparison to the Eagle River Water and Sanitation District. Additionally, Commercial tap fees will be reviewed and adjusted to match the ERWSD commercial rates.
PG 36 - 1	Account 02-06-5220 and 02-06-5247 includes the cost of the design and engineering of a water plant, contracted service for the supervision of the water treatment process and other engineering needs. It is anticipated to use grants and loans for this which are being developed
PG 36 - 2	Account 02-06-5352 includes cost for a gauging station on Cross Creek shared with CBS/Viacom, 50acre feet, 20acre feet, and 5acre feet from the Colorado River District as per the ERWSD settlement agreement
PG 36 - 3	Depreciation is again this year being budgeted as an expense in order to best maintain our reserves in the Enterprise Fund for use in the implementation of the CIP plan.
PG 37 - 1	Account 02-09-8004 reflects expenses related to necessary annalysis of the water treatment plant options.

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GENERAL FUND 5YR PLAN

DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
<b>REVENUES:</b>									
SUBTOTAL - TAXES		1,926,431.79	1,889,036.00	2,175,233.78	2,261,554.65	2,346,920.84	2,435,701.67	2,528,033.74	2,624,059.09
SUBTOTAL - LICENSES AND PERMITS		315,444.53	223,300.00	304,494.00	227,634.00	227,634.00	227,634.00	227,634.00	227,634.00
SUBTOTAL - FINES AND FORFEITURES		12,273.45	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
SUBTOTAL - OTHER REVENUE		728,800.33	381,450.00	502,450.00	415,550.00	415,550.00	415,550.00	415,550.00	415,550.00
<b>TOTAL REVENUE</b>		<b>2,982,950.10</b>	<b>2,508,786.00</b>	<b>2,997,177.78</b>	<b>2,919,738.65</b>	<b>3,005,104.84</b>	<b>3,093,885.67</b>	<b>3,186,217.74</b>	<b>3,282,243.09</b>
<b>EXPENSES:</b>									
SUBTOTAL - COUNCIL EXPENSES		25,027.23	30,836.00	42,831.00	28,252.40	28,252.40	28,252.40	28,252.40	28,252.40
SUBTOTAL - GENERAL GOVERNMENT EXPENSES		1,085,348.23	1,162,067.00	877,384.83	824,829.23	842,012.71	841,463.57	859,843.03	858,670.57
SUBTOTAL- PLANNING AND ZONING		442,043.16	332,564.00	568,403.00	342,838.65	376,629.27	346,410.03	384,336.18	353,242.80
SUBTOTAL - MUNICIPAL COURT		8,606.51	12,650.00	12,650.00	13,150.00	13,150.00	13,150.00	13,150.00	13,150.00
SUBTOTAL - POLICE DEPT		401,817.00	468,373.00	448,694.00	497,100.79	513,046.82	529,550.96	546,632.74	564,312.39
SUBTOTAL- EVENTS DEPARTMENT		164,948.70	199,670.00	219,917.00	238,168.98	241,530.11	245,003.35	248,593.19	252,304.31
SUBTOTAL- PUBLIC WORKS		391,486.85	416,402.00	633,675.00	593,694.78	603,816.38	614,304.20	625,173.78	636,441.33
EMPLOYEE RAISE POOL (7% POOL)		0.00	10,037.00	81,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
FTE ALLOWANCE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY - GENERAL FUND		0.00	0.00	0.00	72,500.00	72,500.00	72,500.00	72,500.00	72,500.00
CAPITAL OUTLAY - SPECIAL PROJECTS		0.00	50,000.00	112,000.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>		<b>2,519,277.68</b>	<b>2,682,599.00</b>	<b>2,996,554.83</b>	<b>2,655,534.83</b>	<b>2,735,937.69</b>	<b>2,735,634.51</b>	<b>2,823,481.32</b>	<b>2,823,873.80</b>
<b>NET INCREASE/(DECREASE)</b>		<b>463,672.42</b>	<b>-173,813.00</b>	<b>622.95</b>	<b>264,203.82</b>	<b>269,167.15</b>	<b>358,251.16</b>	<b>362,736.42</b>	<b>458,369.29</b>
INTER-FUND TRANSFERS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET INCREASE/(DECREASE)</b>		<b>463,672.42</b>	<b>-173,813.00</b>	<b>622.95</b>	<b>264,203.82</b>	<b>269,167.15</b>	<b>358,251.16</b>	<b>362,736.42</b>	<b>458,369.29</b>
YEAR END CASH BALANCE		2,695,033.00	2,521,220.00	2,521,842.95	2,786,046.77	3,055,213.92	3,144,297.93	3,417,950.34	3,602,667.22
YEAR END CASH BAL PER FIN STMTS									
RESERVE TARGET (6 MONTHS as of 2001)		1,107,208.00	1,300,881.50	1,420,861.92	1,313,641.21	1,353,842.64	1,353,691.06	1,397,614.46	1,397,810.70
TABOR RESERVE @ 3% OF REVENUES		96,800.00	96,800.00	96,800.00	87,592.16	90,153.15	92,816.57	95,586.53	98,467.29
OTHER RESERVED FUNDS-CIP		600,000.00	750,000.00	1,000,000.00	408,398.00				
RESTRICTED FOR EXTERIOR ENERGY OFFSET		10,752.00							
DISCRETIONARY FUNDS		891,025.00	373,538.50	4,181.04	976,415.40	1,611,218.13	1,697,790.30	1,924,749.35	2,106,389.23

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GENERAL FUND 5YR PLAN

DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
FUND 01: GENERAL FUND									
REVENUE									
PROPERTY TAX - REAL AND PERSONAL	01-00-4010	593,646.42	568,723.00	852,071.78	886,154.65	921,600.84	958,464.87	996,803.47	1,036,675.60
SPECIFIC OWNERSHIP	01-00-4020	31,864.00	30,000.00	32,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
SPECIAL ASSESSMENT (MVSA)	01-00-4030	5,823.80	6,250.00	6,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
LODGING TAX - 1.5%	01-00-4039	20,304.73	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
COUNTY SALES TAX	01-00-4040	46,456.16	45,000.00	45,000.00	46,800.00	48,672.00	50,618.88	52,643.64	54,749.38
CITY SALES TAX - 4%	01-00-4050	1,164,524.84	1,155,000.00	1,155,000.00	1,201,200.00	1,249,248.00	1,299,217.92	1,351,186.64	1,405,234.10
CIGARETTE TAX	01-00-4051	2,707.20	2,800.00	2,800.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
HIGHWAY USERS TAX	01-00-4052	38,650.12	36,263.00	37,362.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
ROAD AND BRIDGE	01-00-4070	22,454.52	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
OTHER TAXES	01-00-4090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL - TAXES		1,926,431.79	1,889,036.00	2,175,233.78	2,261,554.65	2,346,920.84	2,435,701.67	2,528,033.74	2,624,059.09
BUILDING PERMITS	01-00-4210	70,019.50	50,000.00	118,560.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
EXTERIOR ENERGY CREDIT	01-00-4215	7,120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HIGHWAY 24 MAINTENANCE	01-00-4220	37,800.00	37,800.00	38,934.00	38,934.00	38,934.00	38,934.00	38,934.00	38,934.00
LIQUOR LICENSE FEES	01-00-4230	2,579.75	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
BUSINESS AND CONTRACTORS LICENSE	01-00-4240	24,344.00	22,500.00	24,000.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00
PLANNING AND ZONING FEES/PERMITS	01-00-4250	99,212.97	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
FRANCHISE FEES - PUBLIC SERVICE	01-00-4260	52,726.30	40,000.00	50,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
FRANCHISE FEES - PHONE/CABLE	01-00-4280	19,543.49	19,500.00	19,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00
FRANCHISE FEES - HOLY CROSS	01-00-4290	2,098.52	2,000.00	2,000.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00
SUBTOTAL - LICENSES AND PERMITS		315,444.53	223,300.00	304,494.00	227,634.00	227,634.00	227,634.00	227,634.00	227,634.00
MUNICIPAL TRAFFIC FINES	01-00-4430	12,273.45	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
MUNICIPAL NON-TRAFFIC FINES	01-00-4435	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MUNICIPAL VICTIM RESTITUTION	01-00-4436	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CODE ENFORCEMENT-FINES	01-00-4440	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COURT COST/ADMIN FEES	01-00-4445	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOND FORFEITURES	01-00-4450	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL - FINES AND FORFEITURES		12,273.45	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
TOWN HALL RENT	01-00-4511	2,150.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
ERFPD IMPACT FEE	01-00-4512	7,808.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FLOWERS ON MAIN ST	01-00-4515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LAND LEASE - SEASONAL LANDSCAPING	01-00-4516	9,000.00	9,000.00	9,300.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
LAND LEASE - TOWN MANAGER HOUSE	01-00-4517	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LAND LEASE - WILCON ENERGY	01-00-4518	9,000.00	9,000.00	9,300.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
LAND LEASE - SNOW DUMP	01-00-4519	8,200.00	8,500.00	8,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
LAND LEASE - MTN MANAGEMENT PROPERTIES	01-00-4520	15,000.00	14,400.00	18,600.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
LAND LEASE - OLD CASTLE CONCRETE	01-00-4521	66,112.55	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
LAND LEASE - WORKER BEE LANDSCAPING	01-00-4522	9,000.00	9,000.00	9,300.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
LAND LEASE - ALTA STONE	01-00-4523	9,000.00	9,000.00	9,300.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
LAND LEASE - CHARD'S YARDS	01-00-4524	9,000.00	9,000.00	9,300.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00

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GENERAL FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION	ACCOUNT	ACTUAL	ESTIMATED	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
	NUMBER	2022	2023	2024	2025	2026	2027	2028	2029
LAND LEASE - SUNCOAST SEALER	01-00-4525	5,444.00	9,000.00	9,300.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
LAND LEASE - MISC ENCROACHMENTS	01-00-4526	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKING LEASE - TIM SIMON PARKING	01-00-4530	1,337.00	1,337.00	1,337.00	1,337.00	1,337.00	1,337.00	1,337.00	1,337.00
LAND LEASE - IRONWORKS PARKING	01-00-4531	2,952.32	2,953.00	2,953.00	2,953.00	2,953.00	2,953.00	2,953.00	2,953.00
LAND LEASE - THE BUNKHOUSE PARKING	01-00-4535	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00
D&RGRR - SALOON	01-00-4537	4,940.00	4,940.00	4,940.00	4,940.00	4,940.00	4,940.00	4,940.00	4,940.00
FUND RAISER-MEMORIAL BENCH PROGRAM	01-00-4538	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT EARNED	01-00-4540	56,029.07	35,000.00	150,000.00	65,000.00	65,000.00	65,000.00	65,000.00	65,000.00
GRANTS-TAP #2/RPP/DOLA	01-00-4552	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANTS-DOLA	01-00-4561	135,452.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANTS-OTHER/COVID RELIEF FUNDS	01-00-4562	-5,798.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BATTLE MOUNTAIN RESORTS	01-00-4575	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MINTURN EVENT REVENUE	01-00-4591	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOLARSHIP DONATIONS	01-00-4596	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	01-00-4597	39,457.39	35,000.00	35,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
INTERFUND TRANSFER REVENUE	10-04-4650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAINING SURCHARGE - RESTRICTED	01-00-4660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REAL ESTATE TRANSFER TAX - TABOR RESTRICTED	01-00-4680	292,895.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
TRANSFER FROM CARRY FWD-ESTIMATED		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL - OTHER REVENUE		\$728,800.33	\$381,450.00	\$502,450.00	\$415,550.00	\$415,550.00	\$415,550.00	\$415,550.00	\$415,550.00

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GENERAL FUND 5YR PLAN

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DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
<b>EXPENSES</b>									
COUNCIL (XX-01-XXXX)									
PAYROLL - MAYOR	01-01-5010	5,400.00	6,000.00	10,000.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00
PAYROLL - COUNCIL	01-01-5011	16,100.00	18,000.00	27,000.00	16,200.00	16,200.00	16,200.00	16,200.00	16,200.00
FICA EXPENSE	01-01-5092	1,644.75	1,836.00	2,831.00	1,652.40	1,652.40	1,652.40	1,652.40	1,652.40
SUPPLIES - COUNCIL	01-01-5100	1,882.48	5,000.00	3,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
PURCHASE SERVICES - COMMUNITY CONTRIBUTION	01-01-5271	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL - COUNCIL EXPENSES</b>		<b>25,027.23</b>	<b>30,836.00</b>	<b>42,831.00</b>	<b>28,252.40</b>	<b>28,252.40</b>	<b>28,252.40</b>	<b>28,252.40</b>	<b>28,252.40</b>

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GENERAL FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
GENERAL GOVERNMENT (XX-01-XXXX)									
PAYROLL - TOWN MANAGER	01-01-5012	86,809.28	95,879.00	133,811.60	136,487.83	139,217.59	142,001.94	144,841.98	147,738.82
PAYROLL - TOWN TREASURER/CLERK	01-01-5014	56,624.72	62,388.00	60,387.03	61,594.77	62,826.67	64,083.20	65,364.86	66,672.16
PAYROLL - OFFICE TECH	01-01-5015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MEDICAL AND DISABILITY	01-01-5091	23,160.95	26,000.00	40,500.00	41,715.00	42,966.45	44,255.44	45,583.11	46,950.60
FICA EXPENSE	01-01-5092	10,972.89	12,107.00	14,856.20	15,153.32	15,456.39	15,765.51	16,080.82	16,402.44
ICMA 401 EXPENSE	01-01-5094	5,622.34	6,171.00	7,768.00	7,923.30	8,081.77	8,243.41	8,408.27	8,576.44
SUPPLIES - OFFICE	01-01-5110	25,399.85	30,000.00	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00	27,500.00
SUPPLIES - COMPUTER	01-01-5120	66,003.11	65,000.00	51,000.00	65,000.00	65,000.00	65,000.00	65,000.00	65,000.00
PURCHASE SERVICES - TELEPHONE	01-01-5200	11,205.04	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
PURCHASE SERVICES - INTERIM TOWN MANAGER	01-01-5209	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - UTILITIES	01-01-5210	29,316.39	30,000.00	30,000.00	26,000.00	26,000.00	26,000.00	26,000.00	26,000.00
PURCHASE SERVICES - CUSTODIAL SERVICES	01-01-5211	6,968.00	8,500.00	9,000.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00
PURCHASE SERVICES - LEGAL AND PROFESSIONAL	01-01-5220	487,034.11	125,000.00	148,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
PURCHASE SERVICES - ENGINEER SERVICES	01-01-5221	105,565.30	75,000.00	120,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
PURCHASE SERVICES - LAW SUITS	01-01-5222	0.00	432,223.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - AUDITOR FEES	01-01-5225	12,000.00	12,000.00	13,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
PURCHASE SERVICES - ADMIN CONTRACT EXP	01-01-5234	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - DUES, FEES AND TRAINING	01-01-5235	48,156.25	45,000.00	55,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
PURCHASE SERVICES - EAGLE CO TREAS FEES	01-01-5236	10,586.51	12,000.00	13,000.00	12,000.00	12,000.00	12,500.00	12,500.00	12,500.00
PURCHASE SERVICES - ERFPD IMPACT FEES	01-01-5240	6,426.78	1,599.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - LEGAL NOTICES	01-01-5250	7,687.28	8,000.00	7,700.00	7,700.00	7,500.00	7,500.00	7,500.00	7,500.00
PURCHASE SERVICES - ELECTIONS	01-01-5255	1,831.62	0.00	4,250.00	0.00	2,250.00	0.00	2,250.00	0.00
PURCHASE SERVICES - MUNI PARKING/DEPOT LEASE	01-01-5261	23,147.52	25,000.00	26,500.00	27,295.00	28,113.85	28,957.27	29,825.98	30,720.76
PURCHASE SERVICES - MEETING FOOD AND DRINK	01-01-5270	0.00	0.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
PURCHASE SERVICES - TV 5	01-01-5280	11,800.00	14,500.00	14,500.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
PURCHASE SERVICES - ANIMAL CONTROL	01-01-5285	9,672.00	9,700.00	11,112.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
PURCHASE SERVICES - MEMORIAL BENCHES	01-01-5290	2,490.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - EQUIPMENT R&M	01-01-5291	0.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
PURCHASE SERVICES - COMPUTER R&M	01-01-5292	992.35	5,500.00	10,000.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
PURCHASE SERVICES - COVID 19	01-01-5293	1,906.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INSURANCE - WORKERS COMP	01-01-5300	5,829.00	11,000.00	11,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
INSURANCE - TOWN	01-01-5310	28,140.53	37,000.00	45,000.00	39,960.00	48,600.00	43,156.80	52,488.00	46,609.34
INSURANCE - UNEMPLOYMENT	01-01-5320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INSURANCE - OTHER	01-01-5330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL - GENERAL GOVERNMENT EXPENSES</b>		<b>1,085,348.23</b>	<b>1,162,067.00</b>	<b>877,384.83</b>	<b>824,829.23</b>	<b>842,012.71</b>	<b>841,463.57</b>	<b>859,843.03</b>	<b>858,670.57</b>

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GENERAL FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
PLANNING AND ZONING (XX-02-XXXX)									
PAYROLL - TOWN PLANNER/STAFF	01-02-5010	64,424.00	71,266.00	69,266.00	70,651.32	72,064.35	73,505.63	74,975.75	76,475.26
PAYROLL - CODE ENFORCEMENT	01-02-5011	0.00	0.00	65,000.00	66,300.00	67,626.00	68,978.52	70,358.09	71,765.25
MEDICAL AND DISABILITY	01-02-5091	10,522.21	12,750.00	45,500.00	13,132.50	46,865.00	13,526.48	48,270.95	13,932.27
FICA EXPENSE	01-02-5092	4,928.42	5,452.00	10,317.00	10,476.78	10,686.31	10,900.04	11,118.04	11,340.40
ICMA 401 EXPENSE	01-02-5094	2,496.96	2,771.00	5,395.00	5,478.05	5,587.61	5,699.37	5,813.35	5,929.62
SUPPLIES - OFFICE	01-02-5110	1,314.56	5,400.00	5,400.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
SUPPLIES - COMPUTER	01-02-5120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - BUILDING INSPECTIONS	01-02-5214	44,560.29	38,000.00	134,848.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
PURCHASE SERVICES - PLANNER ASSISTANCE	01-02-5215	303,982.70	175,000.00	200,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
PURCHASE SERVICES - P&Z COMMISSION	01-02-5216	5,400.00	11,925.00	11,925.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00
PURCHASE SERVICES - EXTERIOR ENERGY OFFSETS	01-02-5217	0.00	0.00	10,752.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - COUNTY HOUSING FEES	01-02-5218	0.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
PURCHASE SERVICES - FEES AND TRAINING	01-02-5235	595.32	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
PURCHASE SERVICES - LEGAL NOTICES	01-02-5250	3,818.70	4,000.00	4,000.00	4,000.00	1,000.00	1,000.00	1,000.00	1,000.00
<b>SUBTOTAL: PLANNING AND ZONING</b>		<b>442,043.16</b>	<b>332,564.00</b>	<b>568,403.00</b>	<b>342,838.65</b>	<b>376,629.27</b>	<b>346,410.03</b>	<b>384,336.18</b>	<b>353,242.80</b>

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GENERAL FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
MUNICIPAL COURT (XX-03-XXXX)									
PAYROLL - TOWN JUDGE	01-03-5010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FICA EXPENSE	01-03-5092	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES - OFFICE	01-03-5110	0.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00
SUPPLIES - COMPUTER	01-03-5120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - ATTORNEY/TRANSLATOR	01-03-5216	8,606.51	12,500.00	12,500.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00
PURCHASE SERVICES - EQUIPMENT R&M	01-03-5217	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL - MUNICIPAL COURT</b>		<b>8,606.51</b>	<b>12,650.00</b>	<b>12,650.00</b>	<b>13,150.00</b>	<b>13,150.00</b>	<b>13,150.00</b>	<b>13,150.00</b>	<b>13,150.00</b>
POLICE DEPARTMENT (XX-04-XXXX)									
PAYROLL - POLICE CHIEF	01-04-5010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAYROLL - PATROL OFFICER(S)/CLERK	01-04-5012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAYROLL - OVERTIME/STIPEND	01-04-5017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MEDICAL AND DISABILITY	01-04-5091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FICA EXPENSE	01-04-5092	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ICMA 401 EXPENSE	01-04-5095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES - OFFICE	01-04-5100	0.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
MEDIA NOTICE AND EMP'EE FEES	01-04-5110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES - COMPUTER/RADIO EQUIPMENT	01-04-5120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES - VEHICLE FUEL AND SUPPLIES	01-04-5130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - TELEPHONE AND 911	01-04-5200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - VEHICLE R&M	01-04-5231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - CODE COMPLIANCE	01-04-5235	21,930.00	32,500.00	0.00	32,500.00	32,500.00	32,500.00	32,500.00	32,500.00
PURCHASE SERVICES - PRISONER UPKEEP/SUPPORT TR	01-04-5239	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - ERFPD WILDLAND FIRE FEES	01-04-5240	0.00	8,000.00	8,000.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00
PURCHASE SERVICES - DISPATCH SERVICES	01-04-5245	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - ECO SHERIFF SERVICES	01-04-5246	379,887.00	427,373.00	440,194.00	455,600.79	471,546.82	488,050.96	505,132.74	522,812.39
PURCHASE SERVICES - TRAINING & DEVELOPMENT	01-04-5265	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - UNIFORM PURCH/MAINT	01-04-5271	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - EQUIPMENT R&M	01-04-5291	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - COMPUTER R&M	01-04-5292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - VEHICLE LEASE/PURCHASE	01-04-5350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - EQUIPMENT LEASE/PURCHASE	01-04-5351	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - GRANT EXPENSES	01-04-5355	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL - POLICE DEPT</b>		<b>401,817.00</b>	<b>468,373.00</b>	<b>448,694.00</b>	<b>497,100.79</b>	<b>513,046.82</b>	<b>529,550.96</b>	<b>546,632.74</b>	<b>564,312.39</b>
<b>SUBTOTAL: COURT/POLICE</b>		<b>410,423.51</b>	<b>481,023.00</b>	<b>461,344.00</b>	<b>510,250.79</b>	<b>526,196.82</b>	<b>542,700.96</b>	<b>559,782.74</b>	<b>577,462.39</b>

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GENERAL FUND 5YR PLAN

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DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
ECONOMIC DEVELOPMENT DEPT (XX-05-XXXX)									
PAYROLL - ECON DEV	01-05-5010	75,887.84	83,877.00	81,877.00	83,514.54	85,184.83	86,888.53	88,626.30	90,398.82
MEDICAL AND DISABILITY	01-05-5091	10,613.02	31,100.00	28,500.00	29,925.00	31,421.25	32,992.31	34,641.93	36,374.02
FICA EXPENSE	01-05-5092	5,805.42	6,417.00	6,264.00	6,388.86	6,516.64	6,646.97	6,779.91	6,915.51
ICMA 401 EXPENSE	01-05-5094	2,955.60	3,276.00	3,276.00	3,340.58	3,407.39	3,475.54	3,545.05	3,615.95
PURCHASE SERVICES - COMMUNITY FUND FEES	01-05-5235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - PROMOTIONS	01-05-5275	69,686.82	75,000.00	100,000.00	115,000.00	115,000.00	115,000.00	115,000.00	115,000.00
PURCHASE SERVICES - TV 5	01-05-5280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - WEBSITE	01-05-5292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL: ECON DEV DEPT</b>		<b>164,948.70</b>	<b>199,670.00</b>	<b>219,917.00</b>	<b>238,168.98</b>	<b>241,530.11</b>	<b>245,003.35</b>	<b>248,593.19</b>	<b>252,304.31</b>

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GENERAL FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
<b>PUBLIC WORKS</b>									
PAYROLL - STAFF	01-06-5011	125,722.50	137,703.00	204,666.00	208,759.32	212,934.51	217,193.20	221,537.06	225,967.80
PAYROLL - STAFF OVERTIME	01-06-5011	7,120.83	4,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
MEDICAL AND DISABILITY	01-06-5091	51,160.66	62,500.00	104,000.00	109,200.00	114,660.00	120,393.00	126,412.65	132,733.28
FICA EXPENSE	01-06-5092	10,162.51	10,841.00	16,422.00	16,735.09	17,054.49	17,380.28	17,712.59	18,051.54
ICMA 401 EXPENSE	01-06-5094	3,557.27	5,508.00	8,587.00	8,750.37	8,917.38	9,087.73	9,261.48	9,438.71
<b>SUPPLIES - OFFICE</b>									
SUPPLIES - OFFICE	01-06-5100	36.50	500.00	500.00	500.00	500.00	500.00	500.00	500.00
<b>SUPPLIES - TOOLS</b>									
SUPPLIES - TOOLS	01-06-5120	839.48	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
<b>SUPPLIES - GENERAL</b>									
SUPPLIES - GENERAL	01-06-5140	9,099.09	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
<b>SUPPLIES - VEHICLE FUEL AND SUPPLIES</b>									
SUPPLIES - VEHICLE FUEL AND SUPPLIES	01-06-5130	4,048.57	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>PURCHASE SERVICES - TELEPHONE</b>									
PURCHASE SERVICES - TELEPHONE	01-06-5200	2,717.98	2,600.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
<b>PURCHASE SERVICES - UTILITIES/STREET LIGHTS</b>									
PURCHASE SERVICES - UTILITIES/STREET LIGHTS	01-06-5210	27,007.91	28,000.00	28,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
<b>PURCHASE SERVICES - VEHICLE R&amp;M</b>									
PURCHASE SERVICES - VEHICLE R&M	01-06-5231	1,496.45	6,000.00	6,000.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
<b>PURCHASE SERVICES - TRAINING &amp; DEVELOPMENT</b>									
PURCHASE SERVICES - TRAINING & DEVELOPMENT	01-06-5265	0.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
<b>PURCHASE SERVICES - PUBLIC BUILDING R&amp;M</b>									
PURCHASE SERVICES - PUBLIC BUILDING R&M	01-06-5290	23,024.61	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
<b>PURCHASE SERVICES - EQUIPMENT R&amp;M</b>									
PURCHASE SERVICES - EQUIPMENT R&M	01-06-5291	5,941.77	7,000.00	12,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
<b>PURCHASE SERVICES - COMPUTER R&amp;M</b>									
PURCHASE SERVICES - COMPUTER R&M	01-06-5292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>PURCHASE SERVICES - VEHICLE LEASE/PURCHASE</b>									
PURCHASE SERVICES - VEHICLE LEASE/PURCHASE	01-06-5350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>PURCHASE SERVICES - EQUIPMENT LEASE/PURCHASE</b>									
PURCHASE SERVICES - EQUIPMENT LEASE/PURCHASE	01-06-5351	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>PURCHASE SERVICES - STREET/SIDEWALK MAINTENANCE</b>									
PURCHASE SERVICES - STREET/SIDEWALK MAINTENANCE	01-06-5352	36,061.68	40,000.00	125,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
<b>PURCHASE SERVICES - SNOW REMOVAL</b>									
PURCHASE SERVICES - SNOW REMOVAL	01-06-5353	39,877.50	27,500.00	27,500.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
<b>PURCHASE SERVICES - MINTURN FITNESS CENTER</b>									
PURCHASE SERVICES - MINTURN FITNESS CENTER	01-06-5354	3,242.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
<b>PURCHASE SERVICES - TOWN AND PARK SIGNS</b>									
PURCHASE SERVICES - TOWN AND PARK SIGNS	01-06-5356	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>PURCHASE SERVICES - PARKS AND FLOWERS ON MAIN</b>									
PURCHASE SERVICES - PARKS AND FLOWERS ON MAIN	01-06-5357	40,369.54	43,000.00	46,750.00	47,000.00	47,000.00	47,000.00	47,000.00	47,000.00
<b>SUBTOTAL: PUBLIC WORKS</b>		<b>391,486.85</b>	<b>416,402.00</b>	<b>633,675.00</b>	<b>593,694.78</b>	<b>603,816.38</b>	<b>614,304.20</b>	<b>625,173.78</b>	<b>636,441.33</b>

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GENERAL FUND 5YR PLAN

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DESCRIPTION	ACCOUNT NUMBER	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
TRANSFER TO OTHER FUND	01-07-6100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EMPLOYEE RAISE POOL		0.00	10,037.00	81,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
DEBT SERVICE - PRINCIPAL	TBD								
DEBT SERVICE - INTEREST	TBD								
CAPITAL OUTLAY - GENERAL FUND	01-09-8000	0.00	0.00	0.00	72,500.00	72,500.00	72,500.00	72,500.00	72,500.00
CAPITAL OUTLAY - BIKE BRIDGE	01-09-8001	0.00	50,000.00	92,000.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY - SPECIAL PROJ - STATE LAND ROW	01-09-8003	0.00							
CAPITAL OUTLAY - SPECIAL PROJECTS - BELDEN	01-09-8004	0.00							
CAPITAL OUTLAY - SPECIAL PROJECTS - TRAILER SIGNS	01-09-8005	0.00		20,000.00					
CAPITAL OUTLAY - SPECIAL PROJECTS -	01-09-8006	0.00							
CAPITAL OUTLAY - SPECIAL PROJECTS - TAP GRANT #1	01-09-8007	0.00							
CAPITAL OUTLAY - SPECIAL PROJECTS - TAP GRANT #2	01-09-8007	0.00							
CAPITAL OUTLAY - SPECIAL PROJECTS - DOWD JCT PAR	01-09-8008	0.00							

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WATER FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
<b>REVENUES</b>								
WATER OPERATIONS	1,062,859.28	1,444,111.00	1,390,533.00	2,353,307.00	2,507,976.00	2,576,564.00	2,576,564.00	2,576,564.00
GARBAGE COLLECTION FEES	114,438.66	122,000.00	130,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
CAPITAL REVENUES	285,435.36	252,500.00	685,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
WATER FUND-BOND PROCEEDS	1,926,513.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUE - WATER/SEWER &amp; RECREATION</b>	<b>3,389,246.68</b>	<b>1,818,611.00</b>	<b>2,205,533.00</b>	<b>2,593,307.00</b>	<b>2,747,976.00</b>	<b>2,816,564.00</b>	<b>2,816,564.00</b>	<b>2,816,564.00</b>
<b>EXPENDITURES</b>								
SALARY AND BENEFITS	297,678.50	361,661.00	137,108.92	150,282.97	155,736.37	157,894.90	163,672.70	165,993.74
OPERATIONAL EXPENSES	921,703.24	1,066,901.00	827,704.00	548,300.94	575,794.35	569,992.30	584,699.01	585,879.01
ASSET MANAGEMENT	4,425.00	113,200.00	113,200.00	114,600.00	114,600.00	114,600.00	114,600.00	114,600.00
BMR EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	14,840.80	205,110.03	205,117.00	205,112.92	205,112.92	205,112.92	205,112.92	205,112.92
CAPITAL OUTLAY - NON WATER TAP	2,451,623.01	0.00	913,220.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>TOTAL EXPENSE - WATER/SEWER &amp; RECREATION</b>	<b>3,690,270.55</b>	<b>1,746,872.03</b>	<b>2,196,349.92</b>	<b>1,028,296.84</b>	<b>1,061,243.64</b>	<b>1,057,600.12</b>	<b>1,078,084.63</b>	<b>1,081,585.68</b>
<b>NET INCREASE/(DECREASE)</b>	<b>-301,023.87</b>	<b>71,738.97</b>	<b>9,183.08</b>	<b>1,565,010.16</b>	<b>1,686,732.36</b>	<b>1,758,963.88</b>	<b>1,738,479.37</b>	<b>1,734,978.32</b>
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET FUND INCREASE/(DECREASE)</b>	<b>-301,023.87</b>	<b>71,738.97</b>	<b>9,183.08</b>	<b>1,565,010.16</b>	<b>1,686,732.36</b>	<b>1,758,963.88</b>	<b>1,738,479.37</b>	<b>1,734,978.32</b>
YEAR END RETAIN EARN (PER FINANCIAL STMTS W/ APPL)	718,049.97	789,788.94	798,972.02	2,363,982.19	4,050,714.55	5,809,678.43	7,548,157.80	9,283,136.13

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WATER FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION		ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
FUND 02: WATER-SEWER-REC FUND									
REVENUE									
WATER OPERATIONS									
WATER USER FEES	02-00-4210	968,606.87	1,220,000.00	1,166,422.00	1,793,572.00	1,866,139.00	1,938,702.00	1,938,702.00	1,938,702.00
WATER USE DEBT SERVICE FEES	02-00-4220	65,723.83	205,111.00	205,111.00	539,735.00	621,837.00	617,862.00	617,862.00	617,862.00
WATER METERS & INSTALL	02-00-4240	752.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
INVESTMENT EARNED	02-00-4540	1,411.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	02-00-4275	26,365.33	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00
SUBTOTAL: WATER OPERATIONS		1,062,859.28	1,444,111.00	1,390,533.00	2,353,307.00	2,507,976.00	2,576,564.00	2,576,564.00	2,576,564.00
GARBAGE COLLECTION FEES	02-00-4330	114,438.66	122,000.00	130,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
TAP FEES - CAPITAL REVENUES	02-00-4320	36,821.62	42,500.00	42,500.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
CASH IN LIEU OF WATER FEES - CAPITAL REVENUES	02-00-4321	46,525.71	42,500.00	42,500.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
SYSTEM IMPROVEMENT FEES - CAPITAL REVENUES	02-00-4322	58,190.29	42,500.00	600,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
GRANTS - MISC AND ARP FUNDS	02-00-4565	143,897.74	125,000.00						
GRANTS - DOLA AND OTHER	02-00-4566	0.00	0.00						
MISCELLANEOUS LOAN AND GRANT REVENUE		0.00							
SUBTOTAL: CAPITAL REVENUE		285,435.36	252,500.00	685,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
TRANSFER TO/FROM OTHER FUNDS	02-00-4570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER FUND-BOND PROCEEDS	02-00-4575	1,926,513.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANS FROM CARRY FORWARD - ESTIMATED									
TOTAL ALL SOURCES LESS INTERFUND TRANS (FIN STMTS IF APP)		3,389,246.68	1,818,611.00	2,205,533.00	2,593,307.00	2,747,976.00	2,816,564.00	2,816,564.00	2,816,564.00

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WATER FUND 5YR PLAN

DESCRIPTION		ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029
EXPENSES									
PAYROLL - REGULAR	02-06-5010	114,916.87	141,423.00	40,710.00	41,524.20	42,354.88	43,201.78	44,065.81	44,947.13
PAYROLL - NON PLANT	02-06-5011	90,971.52	100,621.00	60,388.00	60,388.00	63,407.40	63,407.40	66,577.77	66,577.77
PAYROLL - OVERTIME	02-06-5017	5,065.97	12,000.00	2,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
MEDICAL AND DISABILITY	02-06-5091	62,808.81	78,100.00	22,000.00	23,100.00	24,255.00	25,467.75	26,741.14	28,078.19
FICA EXPENSE	02-06-5092	15,982.94	19,435.00	7,887.00	8,714.28	9,008.80	9,073.60	9,382.23	9,449.65
ICMA 401 EXPENSE	02-06-5094	7,932.39	10,082.00	4,123.92	4,556.49	4,710.48	4,744.37	4,905.74	4,941.00
TOTAL SAL/BEN		297,678.50	361,661.00	137,108.92	150,282.97	155,736.37	157,894.90	163,672.70	165,993.74
SUPPLIES - OFFICE/LAB	02-06-5100	27,204.86	20,000.00	25,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
SUPPLIES - VEHICLE FUEL AND SUPPLIES	02-06-5130	9,099.06	10,000.00	10,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
SUPPLIES - GENERAL	02-06-5140	4,068.43	6,000.00	6,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
SUPPLIES - TOOLS	02-06-5150	470.28	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
SUPPLIES - WATER METERS & INSTALL	02-06-5160	88,219.20	0.00	30,000.00	750.00	750.00	750.00	750.00	750.00
PURCHASE SERVICES - TELEPHONE	02-06-5200	2,275.68	2,500.00	2,500.00	2,562.50	2,562.50	2,626.56	2,626.56	2,692.23
PURCHASE SERVICES - UTILITIES/STREET LIGHTS	02-06-5210	15,968.94	14,000.00	16,000.00	16,400.00	16,810.00	17,230.25	17,661.01	18,102.53
PURCHASE SERVICES - LEGAL SERVICES (GENERAL)	02-06-5220	230,836.62	310,000.00	150,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
PURCHASE SERVICES - VEHICLE R&M	02-06-5231	1,400.58	8,000.00	8,000.00	1,435.59	8,200.00	8,200.00	1,471.48	8,405.00
PURCHASE SERVICES - ENGINEERING CONTRACTS	02-06-5247	146,362.85	350,000.00	150,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
PURCHASE SERVICES - TRAINING & DEVELOPMENT	02-06-5265	0.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
PURCHASE SERVICES - UNIFORM PURCH/MAINT	02-06-5271	168.00	1,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
PURCHASE SERVICES - EQUIPMENT R&M	02-06-5291	13,062.27	8,000.00	12,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
PURCHASE SERVICES - COMPUTER R&M	02-06-5292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - WATER PLANT/SYSTEM R&M	02-06-5293	80,067.97	40,000.00	80,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
PURCHASE SERVICES - VEHICLE LEASE/PURCHASE	02-06-5350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - EQUIPMENT LEASE/PURCHASE	02-06-5351	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - ANNUAL H2O RIGHTS MAINT	02-06-5352	133,738.50	140,000.00	160,000.00	164,800.00	169,744.00	174,836.32	180,081.41	185,483.85
PURCHASE SERVICES - GARBAGE CONTRACT SERVICES	02-06-5353	157,089.00	115,000.00	130,000.00	117,875.00	133,250.00	120,821.88	136,581.25	123,842.42
PURCHASE SERVICES - ERWSD CONTRACT SERVICES	02-06-5354	11,671.00	36,151.00	40,954.00	41,977.85	41,977.85	43,027.30	43,027.30	44,102.98
PURCHASE SERVICES - DUMP FEES	02-06-5355	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - TOWN AND PARK SIGNS	02-06-5356	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - PARKS AND FLOWERS ON MAIN ST	02-06-5357	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES		921,703.24	1,066,901.00	827,704.00	548,300.94	575,794.35	569,992.30	584,699.01	585,879.01
ASSET MANAGEMENT PLAN									

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WATER FUND 5YR PLAN

DESCRIPTION		ACTUAL	ESTIMATED	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
		2022	2023	2024	2025	2026	2027	2028	2029
WATER PLANT AND SYSTEM - DEPRECIATION	02-07-6000	0.00	108,200.00	108,200.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00
DEBT REDUCTION REPAYMENT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MALOIT PARK-MOSQUITO CONTROL	02-07-6001	4,425.00	5,000.00	5,000.00	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00
EAGLE RIVER PARK GRANT	02-07-6002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PARK UPKEEP	02-06-5356	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ASSET MANAGEMENT PLAN</b>		<b>4,425.00</b>	<b>113,200.00</b>	<b>113,200.00</b>	<b>114,600.00</b>	<b>114,600.00</b>	<b>114,600.00</b>	<b>114,600.00</b>	<b>114,600.00</b>
<b>DEBT SERVICE</b>									
PRINCIPAL - CAT LOADER PRIN	02-08-7910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - CAT LOADER INT	02-08-7911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRINCIPAL - '88 \$100k DLA IMPACT	02-08-7920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - '88 \$100k DLA IMPACT	02-08-7921	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRINCIPAL - 91 \$50k WATER AUTHORITY	02-08-7930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - 91 \$50k WATER AUTHORITY	02-08-7931	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRINCIPAL - 91 \$360k WATER AUTHORITY	02-08-7940	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - 91 \$360k WATER AUTHORITY	02-08-7941	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRINCIPAL - 98B (92B) \$100k WATER PLANT LOAN	02-08-7950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - 98B (92B) \$100k WATER PLANT LOAN	02-08-7951	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRINCIPAL - 95 \$300k CWRPDA	02-08-7960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - 95 \$300k CWRPDA	02-08-7961	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRINCIPAL - 2021 \$3M CWRPDA	02-08-7970	0.00	123,688.23	123,688.00	129,348.83	132,275.55	135,268.49	135,268.49	135,268.49
INTEREST - 2021 \$3M CWRPDA	02-08-7971	0.00	66,581.00	66,584.00	60,923.29	57,996.57	55,003.63	55,003.63	55,003.63
PRINCIPAL - 97 \$260k RD B	02-08-7980	6,799.09	7,134.59	7,487.00	5,607.62	5,607.62	5,607.62	5,607.62	5,607.62
INTEREST - 97 \$260k RD B	02-08-7981	8,041.71	7,706.21	7,358.00	9,233.18	9,233.18	9,233.18	9,233.18	9,233.18
<b>TOTAL LONG TERM DEPT</b>		<b>14,840.80</b>	<b>205,110.03</b>	<b>205,117.00</b>	<b>205,112.92</b>	<b>205,112.92</b>	<b>205,112.92</b>	<b>205,112.92</b>	<b>205,112.92</b>
<b>CAPITAL</b>									
CAPITAL OUTLAY - WATER FUND	02-09-8000	28,584.37	0.00	19,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
CAPITAL OUTLAY - BOLTS LAKE	02-09-8001								
CAPITAL OUTLAY - WATER PLANT CIP	02-09-8002	225,981.82	0.00	75,000.00					
CAPITAL OUTLAY - WATER TANK CIP	02-09-8003	2,197,056.82							
CAPITAL OUTLAY - WATER TREATMENT ANALYSIS	02-09-8004			260,000.00					
CAPITAL OUTLAY - GIS SYSTEM	02-09-8004	0.00							
MINTURN NORTH CONTGENGENCY				558,720.00					
<b>TOTAL CAPITAL EXPENSES</b>		<b>2,451,623.01</b>	<b>0.00</b>	<b>913,220.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>
<b>TOTAL EXPENSES</b>		<b>3,690,270.55</b>	<b>1,746,872.03</b>	<b>2,196,349.92</b>	<b>1,028,296.84</b>	<b>1,061,243.64</b>	<b>1,057,600.12</b>	<b>1,078,084.63</b>	<b>1,081,585.68</b>
CONTROL TOTAL FROM FS									

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SPECIAL REVENUE FUND 5YR PLAN

Section 10, ItemK.

DESCRIPTION		ACTUAL	ESTIMATED	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
		2022	2023	2024	2025	2026	2027	2028	2029
FUND 04: BUILDING FUND									
REVENUE									
CERTIFICATES OF PARTICIPATION PROCEEDS	04-00-4000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESCROW RESERVE PROCEEDS									
RENT - POST OFFICE	04-00-4512	79,822.04	79,823.00	79,823.00	79,823.00	79,823.00	79,823.00	79,823.00	79,823.00
RENT - APARTMENTS	04-00-4513	26,400.00	26,400.00	35,400.00	26,400.00	26,400.00	26,400.00	26,400.00	26,400.00
INVESTMENT EARNED	04-00-4540	0.00	0.00	0.00	25.00	25.00	25.00	25.00	25.00
TRANSFER FROM OTHER FUNDS	04-00-4570	-96,223.00	-96,223.00	-105,223.00	-96,223.00	-96,223.00	-96,223.00	-96,223.00	-96,223.00
OTHER REVENUE									
NET REVENUE	04-00-4597	9,999.04	10,000.00	10,000.00	10,025.00	10,025.00	10,025.00	10,025.00	10,025.00
EXPENSES									
PURCHASE SERVICES - CONSTRUCTION	04-01-5249	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - BUILDING R&M	04-01-5250	84.01	53,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
PURCHASE SERVICES - BANK FEES	04-01-5251	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET EXPENSE		84.01	53,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
TRANSFER TO OTHER FUNDS									
DEBT SERVICE									
PRINCIPAL - TOWN CENTER	04-08-7990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST - TOWN CENTER	04-08-7991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET DEBT SERVICE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET FUND INCREASE/(DECREASE)		9,915.03	-43,500.00	0.00	25.00	25.00	25.00	25.00	25.00

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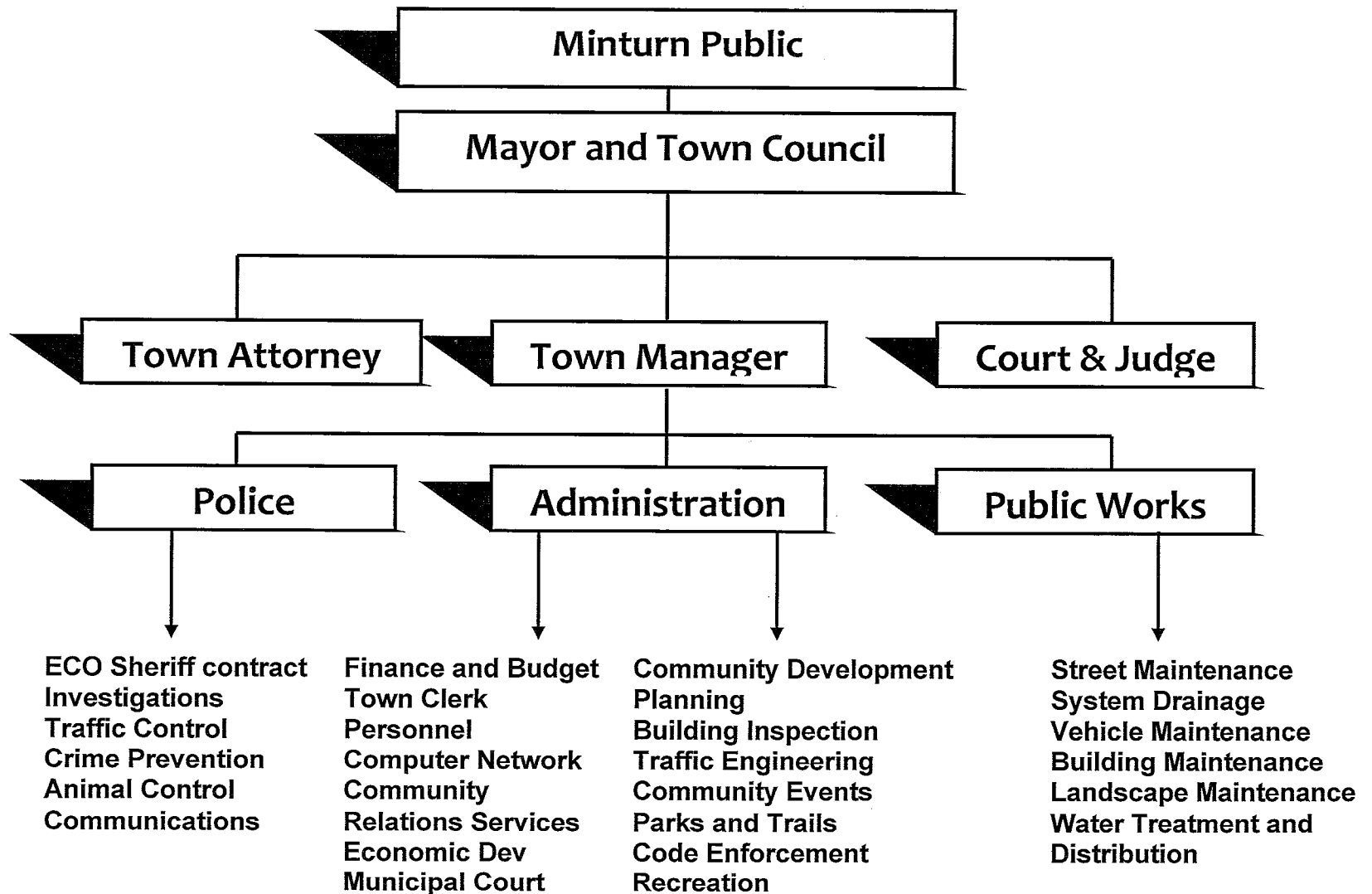
MARKET FUND 5YR PLAN

Section 10, Item K.

DESCRIPTION		ACTUAL	ESTIMATED	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
		2022	2023	2024	2025	2026	2027	2028	2029
FUND 05:MINTURN MARKET FUND									
REVENUE									
PARTICIPATION REVENUE	05-00-4591	24,500.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
SPONSORSHIP & DONATIONS	05-00-4592	6,250.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
SALES AND PROMOTIONS	05-01-4593	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
INVESTMENT EARNED	05-00-4540	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER FROM OTHER FUNDS	05-00-4570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	05-00-4597	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EXPENSES									
SUPPLIES - GENERAL	05-01-5100	6,765.13	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
SUPPLIES - PROMOTIONAL	05-01-5105	14,854.55	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
SUPPLIES - CONTRACT LABOR	05-01-5110	9,010.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
PURCHASE SERVICES - ADVERTISE	05-01-5201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PURCHASE SERVICES - PROMOTION	05-01-5202	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INCOME		35,750.24	37,000.00	37,000.00	37,000.00	37,000.00	37,000.00	37,000.00	37,000.00
TOTAL EXPENSE		30,629.68	37,000.00	37,000.00	37,000.00	37,000.00	37,000.00	37,000.00	37,000.00
NET INCOME/(EXPENSE)		5,120.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Col

# TOWN OF MINTURN ORGANIZATIONAL CHART



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INTERFUND TRANSFER SUMMARY

DESCRIPTION	GF-01	EF-02	CTF-03	BLD-04	ART-05	CAP-06	SCH-08	BMR-09	
Building Debt Svc (70/30)									0.00
Special Projects-Main St									0.00
River Restoration Proj									0.00
Market Fund				(106,223.00)		106,223.00			0.00
Capital Expenditures									0.00
									0.00
									0.00
									0.00
TOTAL	0.00	0.00	0.00	(106,223.00)	0.00	106,223.00	0.00	0.00	0.00

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8/31/2023 14:16	FY 2024					1/1/2024	
DUE DATE	RECIPIENT		PRINCIPAL	INTEREST	TOTAL DUE	PAY OFF (PRIN ONLY)	PAYOFF YEAR
05/01/23	CWRPDA	02-08-7970 and 7971	61,498.19	33,637.87	95,136.06	2,866,345.03	2042
11/01/23	CWRPDA		62,190.04	32,946.02	95,136.06		
			123,688.23	66,583.89	190,272.12		
04/01/23	RURAL DEVELOPMENT OFFICE	02-08-7980 and 7981	3,698.25	3,722.15	7,420.40	159,838.35	2037
10/01/23	RURAL DEVELOPMENT OFFICE		3,788.39	3,632.01	7,420.40		
			7,486.64	7,354.16	14,840.80		
			131,174.87	73,938.05	205,112.92		
					219,953.72	3,026,183.38	

USDA RURAL DEVELOPMENT OFFICE  
CORPORATE TRUST SERVICES

WELLS FARGO, N.A.  
ATTN: SANDRA SHUPE  
MAC-C7301-024  
1740 BROADWAY  
DENVER, CO 80274

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DESCRIPTION		ACTUAL	ESTIMATE	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
		2022	2023	2024	2025	2026	2027	2028	2029
DEBT SERVICE									
PRINCIPAL - 97 \$260k RD B	02-08-7980	6,799.09	7,134.59	7,486.64	7,856.06	8,243.71	8,650.49	9,077.34	9,077.34
INTEREST - 97 \$260k RD B	02-08-7981	8,041.71	7,706.21	7,354.16	6,984.74	6,597.09	6,190.31	5,763.46	5,763.46
PRINCIPAL - 21 \$3m CWRPDA	02-08-7970	0.00	6,442.40	123,688.23	126,486.87	129,348.83	132,275.55	135,268.49	135,268.49
INTEREST - 21 \$3m CWRPDA	02-08-7971	0.00	1,728.94	66,583.89	63,785.25	60,923.29	57,996.57	55,003.63	55,003.63
TOTAL ANNUAL DEBT PAYMENT		14,840.80	23,012.14	205,112.92	205,112.92	205,112.92	205,112.92	205,112.92	205,112.92

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**FY 2024 BUDGET SCHEDULE**

Section 10, ItemK.

<b>2023 DATE</b>	<b>DESCRIPTION</b>	<b>NOTES</b>	<b>TO DO</b>
APRIL THROUGH AUGUST 2023	STAFF REVIEW AND PREPARATION	REVIEW BUDGET AND FIELD QUESTIONS FROM STAFF AS NECESSARY. STAFF WILL HAVE OPPORTUNITY TO SUPPLY INPUT ON BOTH THEIR BUDGET AND CIP NEEDS	
SEPTEMBER 2023	<b>DISCUSSION ITEMS OR MANAGER'S REPORT AS NEEDED</b>	Discuss Preliminary Budget concerns and receive direction from Council as needed.	<b>Sept 20 set for Budget work session with Council to review Special Projects and Water Matters</b>
10/4/2023	COUNCIL MEETING	REVIEW BUDGET HIGHLIGHTS AND FIELD QUESTIONS FROM COUNCIL AS NECESSARY  COUNCIL WILL FORMALLY ACCEPT THE BUDGET AS REQUIRED BY C.R.S 29-1-106(1) This will be a time for Council comments and Direction as well.	Council to receive Preliminary electronic Budget by Sept 29.  AFTER MEETING POST AND PUBLISH IN NEWSPAPER THE "NOTICE OF BUDGET"
10/18/2023	COUNCIL MEETING	REVIEW BUDGET AND SPECIAL PROJECTS TO GAIN BUDGET INPUT AND DIRECTION FROM COUNCIL	
11/1/2023	COUNCIL MEETING	PUBLIC HEARING ON THE PROPOSED BUDGET AS ACCEPTED ON OCTOBER 3RD <b>(ONLY ONE PUBLIC HEARING SCHEDULED)</b>	
11/15/2023	COUNCIL MEETING	1ST READING OF BUDGET ORDINANCES: - BUDGET ADOPTION ON FIRST READING - MILL LEVY ADOPTION ON FIRST READING - FY 2023 SUPPLEMENTAL APPROPRIATION ON FIRST READING - TOWN FEE ADOPTION ON FIRST READING	PUBLISH ORDINANCES BY TITLE ONLY (FIRST READING) IN NEWSPAPER
12/6/2023	COUNCIL MEETING	2ND READING OF BUDGET ORDINANCES: - BUDGET ADOPTION ON FINAL READING - MILL LEVY ADOPTION ON FINAL READING - FY 2023 SUPPLEMENTAL APPROPRIATION ON FINAL READING - TOWN FEE ADOPTION ON FIRST READING	PUBLISH ORDINANCES BY TITLE ONLY (SECOND READING) IN NEWSPAPER

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# September 2023 FY 2024 BUDGET CALENDAR

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 <i>LABOR DAY OFFICE CLOSED</i>	5	6 <i>COUNCIL MEETING</i>	7	8	9
10	11	12	13 <i>PLANNING COMMISSION</i>	14	15	16
17	18	19	20 <i>COUNCIL MEETING</i>	21	22	23
24	25	26	27 <i>PLANNING COMMISSION</i>	28	29	30

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# October 2023 FY2024 Budget Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 <i>COUNCIL MEETING</i>	5 <i>PUBLISH "NOTICE OF BUDGET" IN PUBLIC BOXES AND NEWSPAPER</i>	6	7
8	9	10	11 <i>PLANNING COMMISSION</i>	12	13	14
15	16	17	18 <i>COUNCIL MEETING</i>	19	20	21
22	23	24	25 <i>PLANNING COMMISSION</i>	26	27	28
29	30 <i>MINTURN HALLOWEEN</i>	31 <i>MINTURN HALLOWEEN</i>				

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# November 2023 FY2024 Budget Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <i>COUNCIL MEETING</i>	2	3	4
5	6	7	8 <i>PLANNING COMMISSION</i>	9	10 <i>VETERAN'S DAY OFFICE CLOSED</i>	11
12	13	14	15 <i>COUNCIL MEETING</i>	16 <i>PUBLISH ORDINANCES BY TITLE ONLY IN NEWSPAPER AND WEBSITE</i>	17	18
19	20	21	22 <i>PLANNING COMMISSION</i>	23 <i>THANKSGIVING OFFICE CLOSED</i>	24 <i>THANKSGIVING OFFICE CLOSED</i>	25
26	27	28	29	30		

HL



# December 2023 FY2024 Budget Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 <i>COUNCIL MEETING</i>	7 <i>PUBLISH ORDINANCES BY TITLE ONLY IN NEWSPAPER AND WEBSITE</i>	8 <i>SUBMIT MILL LEVY CERTIFICATION TO EAGLE COUNTY COMMIS-</i>	9
10	11	12	13 <i>PLANNING COMMISSION</i>	14	15	16
17	18	19	20 <i>COUNCIL MEETING</i>	21	22	23
24	25 <i>CHRISTMAS DAY OFFICE CLOSED</i>	26	27 <i>PLANNING COMMISSION</i>	28	29	30
31	2023 <i>JANUARY 1, 2024 NEW YEAR'S DAY OFFICE CLOSED</i>					

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TOWN OF MINTURN

Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-4049

**FROM THE DESK OF  
JAY BRUNVAND, TREASURER/TOWN CLERK  
MEMORANDUM**

To: Town Staff  
CC:  
Date: 9/5/23 10:03 AM  
RE: 2024 Town Holidays

As you are aware the Town recognizes the following Holidays as a day off with Pay.

HOLIDAY	DAY/DATE RECOG	BASIS
New Year's Day	Monday, January 1	First day of January
Martin Luther King Day	Monday, January 15	Third Monday of January
President's Day	Monday, February 19	Third Monday of February
Memorial Day	Monday, May 27	Last Monday of May
Independence Day	Thursday, July 4	Fourth of July
Labor Day	Monday, September 2	First Monday of Sept
Veteran's Day	Monday, Nov 11	11 <sup>th</sup> day of the 11 <sup>th</sup> month
Thanksgiving Day	Thursday, November 28	Fourth Thursday of Nov
Day after Thanksgiving	Friday, November 29	Fourth Friday of Nov
Christmas Day	Wednesday, December 25	Twenty-fifth day of Dec

Please remember certain employees may be scheduled to work on observed holidays pursuant to Town needs. They will be granted time off on a day agreed to in advance with the department director and the Town Manager.

Please contact me if you have any questions, jay

Approved by:   
Town Manager

9/5/23  
Date

2024

College Board  
Council notes

Section 10, ItemK.

### January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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## LOCAL GOVERNMENT BUDGET CALENDAR

The budget calendar is a general listing of the deadlines for the budget, for an audit and for the property tax certification process. Some deadlines are not statutory, but reflect good budgeting practices. For details on the applicable statutes listed below, please refer to the most current Colorado Revised Statutes ("C.R.S.")

DATE	EVENT / ACTIVITY
1-Jan	Start of Fiscal Year; begin planning for the budget of the next year.
10-Jan	Deadline for assessor to deliver tax warrant to county treasurer (C.R.S 39-5-129.)
31-Jan	A certified copy of the adopted budget must be filed with the Division. (C.R.S 29-1-113(1)). - If a budget is not filed, the county treasurer may be authorized to withhold the local government's tax revenues. -
10-Feb	The Division sends notification to local governments whose budgets have not been filed with the Division.
1-Mar	The U.S. Bureau of Labor Statistics releases the Consumer Price Index (the "CPI") for the Denver/Boulder area. This annual percent change is used with "local growth" to calculate "fiscal year spending" and property tax revenue limitations of TABOR. (Article X, Sec. 20, Colo. Const.)
15-Mar	The Division will authorize the county treasurer to withhold tax revenues until a certified copy of the budget is filed with the Division.
31-Mar	Deadline to request exemption from audit. (C.R.S 29-1-604(3)) Contact the Local Government Audit Division, Office of the State Auditor, (303) 869-2800. The Division notifies local governments of its determination that the entity has exceeded the statutory property tax revenue limit (the "5.5%" limit).
30-Jun	Deadline for auditor to submit audit report to local government governing body. (C.R.S 29-1-606(a)(1)).
31-Jul	Deadline for submitting annual audit report to the Office of the State Auditor. (C.R.S 29-1-606(3)) Deadline for request for extension of audit. (C.R.S 29-1-606(4)) - If an audit is required but has not been filed, the county treasurer may be authorized to withhold the local government's tax revenue -
25-Aug	Assessors certify to all taxing entities and to the Division of Local Government the total new assessed and actual values (for real and personal property) used to compute the statutory and TABOR property tax revenue limits. (C.R.S 39-5-121 (2)(b) and 39-5-128.) If applicable, upon receipt of the Certification of Valuation, submit to the Division certifications of service impact from increased mining production and/or from increased valuation due to previously exempt federal property which has become taxable. Certifications of impact are required if the value is to be excluded from the tax revenue limit. If applicable, apply to the Division for authorization to exclude from the limit the assessed valuation attributed to new primary oil or gas production from any producing land or leaseholds.
15-Oct	Budget officer must submit proposed budget to the governing body. (C.R.S. 29-1-105) Governing body must publish "Notice of Budget" upon receiving proposed budget. (C.R.S. 29-1-106(1))
1-Nov	Deadline for submitting applications to the Division for an increased levy pursuant to 29-1-302, C.R.S. and applications for exclusion of assessed valuation attributable to new primary oil or gas production from the 5.5% limit pursuant to (C.R.S. 29-1-301 (1)(b))
10-Dec	Assessors' changes in assessed valuation will be made only once by a single notification (re-certification) to the county commissioners or other body authorized by law to levy property tax, and to the DLG. (C.R.S. 39-1-111(5))
15-Dec	Deadline for certification of mill levy to county commissioners (C.R.S 39-5-128(1)). Local governments levying property tax must adopt their budgets before certifying the levy to the county. If the budget is not adopted by certification deadline, then 90 percent of the amounts appropriated in the current year for operations and maintenance expenses shall be deemed re-appropriated for the purposes specified in such last appropriation. (C.R.S. 29-1-108(2) and (3))
22-Dec	Deadline for county commissioners to levy taxes and to certify the levies to the assessor. (C.R.S. 39-1-111(1))
31-Dec	Local governments not levying a property tax must adopt the budget on or before this date; governing body must enact a resolution or ordinance to appropriate funds for the ensuing fiscal year. If the budget is not adopted by certification deadline, then 90 percent of the amounts appropriated in the current year for operations and maintenance expenses shall be deemed re-appropriated for the budget year. (C.R.S 29-1-108(4))

## ESTIMATED EFFECT OF MUNICIPAL MILL LEVY CALCULATIONS

MARKET VALUE OF HOME	Residential 200,000.00	Commercial 200,000.00
RESIDENTIAL ASSESSMENT PERCENTAGE	6.8%	26.4%
MINTURN MILL LEVY	17.934	17.934
	Residential $\frac{\$200,000 \times 6.80\% \times 17.934}{1,000} = \$249.28$	Commercial $\frac{\$200,000 \times 26.4\% \times 17.934}{1,000} = \$946.92$

In 2002 a home assessed at \$200,000 paid \$328.20 in Minturn property taxes, in 2017 the same house paid \$285.51, in 2022 the same house paid \$256.46 in Minturn property taxes. During the 2017 statewide reassessment, the Residential assessment decreased from 7.96% to 7.2% based on the Gallagher Amendment restrictions and again in 2019 the assessed rate fell to 7.15% and in 2023 will fall again to 6.95% due to statewide legislative action. New in 2023 the state legislature has changed the commercial calculation from 29% down to 26.4%. Since 2002 the assessment ratio for residential has decreased 24% and commercial has decreased 9%. It is important to note that as the value of the property increases or decreases, so does the amount taxed.

In recent years, the values of residential housing have increased, affecting both the amount of property tax paid by the owner and the amount collected by the taxing entity. In November 2023 a state wide referendum will be voted on to potentially reduce and revise how the calculations are made after the assessed valuation is determined. This could significantly reduce the effects presented with the fast property value growths.

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### WHERE DO MY TAX DOLLARS GO?



School Dist 24.532

Town of Minturn, 17.934

ERFPD, 10.624

Eagle County 8.499

Colo Mtn College 4.085

Health Svcs 2.755

Library Dist 2.763

ERWSD 0.765

Cemetery Dist 0.45

CRWC 0.501

**TOTAL MILL LEVY = 72.908**

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**WATER COST  
VS.  
WATER EXPENSE**

LAST UPDATED 11/3/2023

	2024	NET	TOTAL
WATER REVENUE	1,220,000.00		
MISC	19,000.00		
		1,239,000.00	
<b>EXPENSE</b>			
GENERAL	1,073,013.00		
INTERFUND TRANSFER	0.00		
NET GRANT EXPENSES	0.00		
CAPITAL EXPENSE	94,500.00		
DEPRECIATION	108,200.00		
		1,275,713.00	-36,713.00
<b>DEBT SERVICE FEE</b>			
DEBT SERVICE FEE	205,111.00		
TAP/SIF/CIL FEES	685,000.00		
GRANT FUNDS	0.00		
BOND PROCEEDS (Rec in 2021	0.00		
		890,111.00	
WATER SYSTEM CIP	250,000.00		
DEBT SVC ANNUAL PYMT	205,117.00		
OTHER	558,720.00		
		1,013,837.00	-123,726.00
<b>MISC</b>			
TRASH REVENUE	130,000.00		
		130,000.00	
TRASH EXPENSE	130,000.00		
		130,000.00	
			0.00

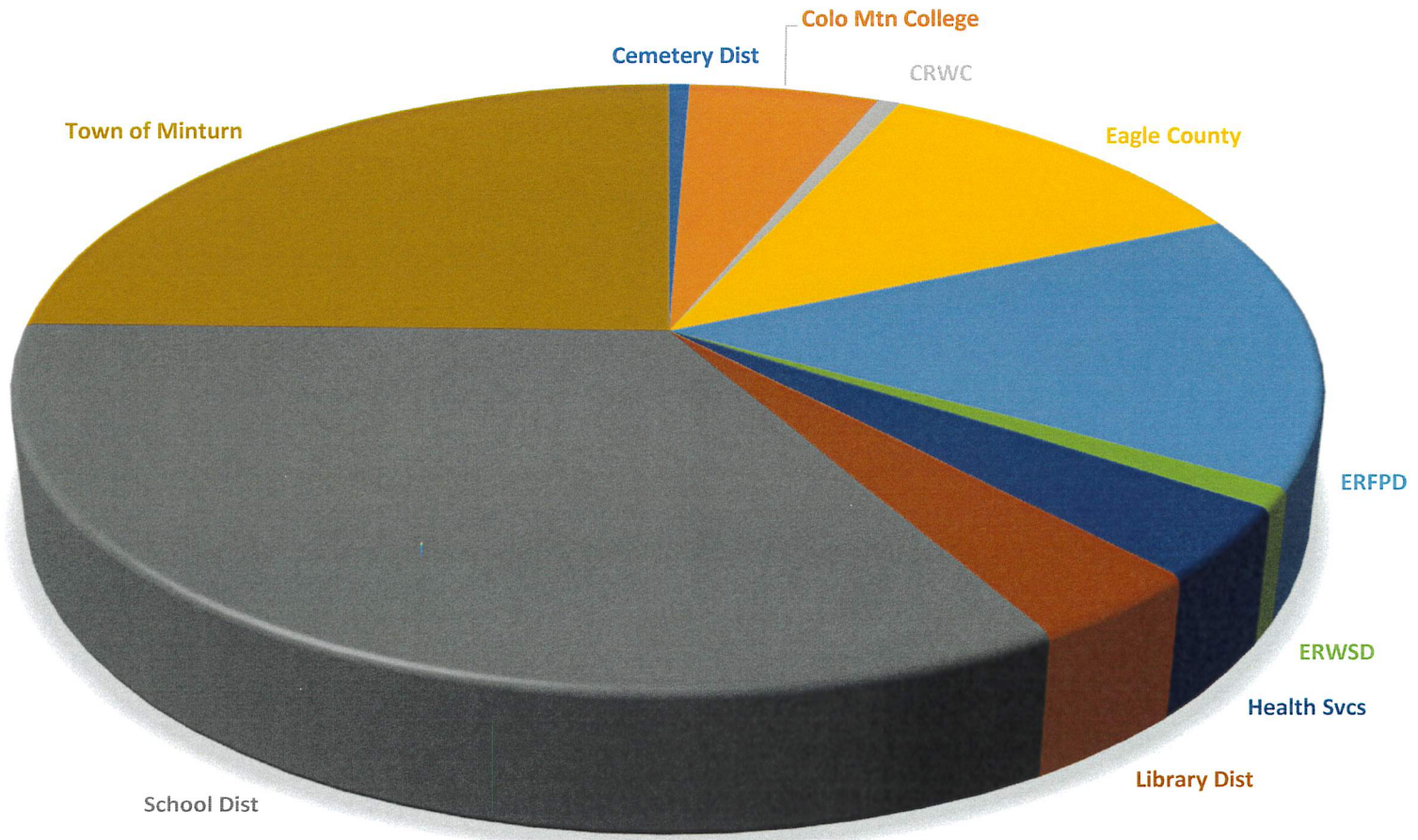
NET REV/(EXP) -160,439.00

**The following rates follow the recommended schedule approved in 2022**

	2023	2024	
Base Rate - 2021	110.16	110.16	0% increase
Volumetric Rate/1000gal	8.32	8.32	0% increase
Debt Service	17.37	17.37	0% increase
3/4in Residential Water Tap	12,940.00	12,940.00	0% increase
System Impact Fee			
<1500sqft	10.95	12.32	0% increase
1501-3000sqft	14.52	16.34	0% increase
>3000sqft (2SFE's)	17.47	19.65	0% increase
up to 750sqft (.5SFE)	10.95	12.32	0% increase
Cash In Lieu of Water Fee	40,501.00	50,626.00	0% increase
Trash Fee	34.98		0% increase



### WHERE DO MY TAX DOLLARS GO?



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**2022 EAGLE COUNTY TAX AREAS BY AUTHORITY:**

\*Please note - if Tax Area # is preceded by a "P" as in P001, the Colo River Water Cons, 076 and the Basalt Water Cons Dist, 074 mills not included in mill levy total.

TAX AREA	001	003	004	006	007	008	009	010	012	013	015	016	018	019
	Avon (Town)	Basalt (Town)	Basalt (Rural)	El Jebel Area	El Jebel Area	Basalt (Town)	Basalt Area	Woods Lake Area	Sheephorn	Eagle (Town)	Brush Creek	Eagle Area	Gypsum (Town)	Gypsum (Town)
<b>Total Mill Levy:</b>	63.480	91.747	80.341	65.933	80.376	90.667	81.456	77.946	44.509	60.611	43.390	54.660	63.070	59.420
<b>TAX AUTHORITY:</b>														
Eagle County, 001 - 011	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499
CMC, 012 - 014	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085		4.085	4.085	4.085	4.085	4.085
RE-50J, 015 - 019, 144	24.532									24.532	24.532	24.532	24.532	24.532
RE-1, 020 - 023		47.400	47.400	47.400	47.400	47.400	47.400	47.400						
WG JT, 025 - 028									29.991					
Avon, 030	8.956													
Basalt, 031		10.291				10.291								
Eagle, 032										2.301				
Gypsum, 033													5.094	5.094
Minturn, 034														
Red Cliff, 035														
Vail, 036														
<b>SPECIAL DISTRICT:</b>														
Airport Commerce Center, 131														
Arrowhead Metro, 052														
Arrowhead Metro Debt Svc, 053														
Avon Center West TIF, 118														
Avon General Improvement, 127														
Avon Station Metro, 038														
Avon Station Metro Debt, 147														
Bachelor Gulch Metro, 067														
Basalt & Rural Fire, 049		8.834	8.834		8.834	8.834	8.834	8.834						
Basalt Regional Library, 092, 124		5.352	5.352		5.352	5.352	5.352	5.352						
Basalt Sanitation, 070		1.080					1.080							
Basalt Water Cons Dist, 074*		0.035		0.035	0.035	0.035	0.035							
Beaver Creek Metro, 054														
Bellyache Ridge Metro, 055														
Berry Creek Metro, 056														
Buckhorn Valley Metro #1, 102														
Central Valley Metro #2, 101														
Clayton Village Metro, 061														
Cedar Hill Cemetery, 041													0.490	0.490
Chatfield Corners Metro, 105														
Colo River Water Cons, 076*	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501
Confluence Metro, 037														
Cordillera Metro, 063														
Cordillera Metro Consolidated, 107														
Cordillera Mtn Metro, 045														
Cordillera Valley Club Metro, 106														
Cotton Ranch Metro, 065														
Crown Mtn Park & Recreation, 108		3.020	3.020		3.020	3.020	3.020	3.020						
E.C. Health Service, 096	2.755								2.755	2.755	2.755	2.755	2.755	2.755
E.C. Conservation, 090														
Eagle Cemetery, 042								0.255		0.255	0.255	0.255		
Eagle Downtown Development, 148														
Eagle Ranch Metro, 044														
Eagle River Fire, 100, 142	10.624													
Eagle River Station, 117 (Inactive)														
Eagle River Water & San, 069	0.765													
E.R.W.&S. Water Subdstrct, 085														
Eagle Valley Library, 094	2.763			2.763					2.763	2.763	2.763	2.763	2.763	2.763
Eagle-Vail Metro, 057														
Edwards Metro, 059														
Edwards Mtn Wst End Sbdstrct, 143														
Greater Eagle Fire, 046										11.270		11.270		
Gypsum Fire, 050													10.701	10.701
Haymeadow Metro 1, 136														
Haymeadow Metro 2, 137														
Haymeadow Metro 3, 138														
Haymeadow Metro 4, 139														
Haymeadow Metro 5, 140														
Haymeadow Metro 6, 141														
Holland Creek Metro, 088														
Holland Mtn Ranch Metro, 068														
Holland Creek Metro, 078														
Holland Valley Metro, 060														
Minturn Cemetery, 043														
Minturn General Improvement, 128														
Mountain Recreation Metro, 062										3.650			3.650	
Mountain Vista Metro, 039														
Mt. Sopris Conservation, 091														
Red Sky Ranch Metro, 087														
Roaring Fork Trans Authority, 145		2.650	2.650	2.650	2.650	2.650	2.650							

\*Please note - if Tax Area # is preceded by a "P" as in P001, the Colo River Water Cons, 076 and the Basalt Water Cons Dist, 074 mills are not included in mill levy total.

REA	020	022	023	024	025	027	028	029	031	033	034	035	036	037
	Gypsum S Area	Gypsum SW Area	Lake Crk Meadows	Minturn (Town)	Rural Eastern	Dowd Junction	Eagle/Vail	Gypsum (Town)	Red Cliff (Town)	Bachelor Gulch	Smith Creek	Cordillera	Wolcott ERW&S	Eagle/Vail
Total Mill Levy:	46.275	46.310	67.867	72.908	43.585	44.350	74.894	63.404	87.637	57.524	54.524	103.642	54.524	74.444
<b>TAX AUTHORITY:</b>														
Eagle County, 001 - 011	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499	8.499
CMC, 012 - 014	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085	4.085
RE-50J, 015 - 019, 144	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532	24.532
RE-1, 020 - 023														
WG JT, 025 - 028														
Avon, 030														
Basalt, 031														
Eagle, 032														
Gypsum, 033								5.094						
Minturn, 034				17.934										
Red Cliff, 035									33.878					
Vail, 036														
<b>SPECIAL DISTRICT:</b>														
Airport Commerce Center, 131														
Arrowhead Metro, 052														
Arrowhead Metro Debt Srvc, 053														
Avon Center West TIF, 118														
Avon General Improvement, 127														
Avon Station Metro, 038														
Avon Station Metro Debt, 147														
Bachelor Gulch Metro, 067										3.000				
Basalt & Rural Fire, 049														
Basalt Regional Library, 092, 124														
Basalt Sanitation, 070														
Basalt Water Cons Dist, 074*		0.035												
Beaver Creek Metro, 054														
Bellyache Ridge Metro, 055														
Berry Creek Metro, 056														
Buckhorn Valley Metro #1, 102														
Buckhorn Valley Metro #2, 101														
Deer Village Metro, 081														
Cedar Hill Cemetery, 041	0.490	0.490												
Chatfield Corners Metro, 105														
Colo River Water Cons, 076*	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501
Confluence Metro, 037														
Cordillera Metro, 063												0.000		
Cordillera Metro Consolidated, 107												45.468		
Cordillera Mtn Metro, 045														
Cordillera Valley Club Metro, 106														
Cotton Ranch Metro, 065														
Crown Mtn Park & Recreation, 108														
E.C. Health Service, 096	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755	2.755
E.C. Conservation, 090														
Eagle Cemetery, 042								0.255						
Eagle Downtown Development, 148														
Eagle Ranch Metro, 044														
Eagle River Fire, 100, 142			10.624	10.624			10.624		10.624	10.624	10.624	10.624	10.624	10.624
Eagle River Station, 117 (Inactive)														
Eagle River Water & San, 069				0.765		0.765	0.765			0.765	0.765	0.765	0.765	0.765
E.R.W.&S. Water Subdstrct, 085														
Eagle Valley Library, 094	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763	2.763
Eagle-Vail Metro, 057							19.920							19.920
Edwards Metro, 059														
Edwards Mtn Wst End Sbdstrct, 143														
Greater Eagle Fire, 046								11.270						
Gypsum Fire, 050														
Haymeadow Metro 1, 136														
Haymeadow Metro 2, 137														
Haymeadow Metro 3, 138														
Haymeadow Metro 4, 139														
Haymeadow Metro 5, 140														
Haymeadow Metro 6, 141														
Holland Creek Metro, 088														
Horse Mtn Ranch Metro, 068														
Horse Creek Metro, 078			10.458											
Horse Valley Metro, 060														
Minturn Cemetery, 043				0.450	0.450	0.450	0.450							
Minturn General Improvement, 128														
Mountain Recreation Metro, 062			3.650					3.650				3.650		
Mountain Vista Metro, 039														
Mt. Sopris Conservation, 091														
Red Sky Ranch Metro, 087														
Roaring Fork Trans Authority, 145	2.650	2.650												
Road Side Metro, 126														

/S District - Incom

	2021							2022							2023																		
	Excess Use		Excess Use		Total			Total Water Income Vs		Excess Use		Excess Use		Total			Total Water Income Vs		Excess Use		Excess Use		Total			Total Water Income Vs							
	Base Rate	Res	Comm	Water	Debt Svc	Trash	Total	2021 over	Base Rate	Res	Comm	Water	Debt Svc	Trash	Total	2021	Base Rate	Res	Comm	Water	Debt Svc	Trash	Total	2022 over	Base Rate	Res	Comm	Water	Debt Svc	Trash	Total	2022 over	
January	64,784.95	10,736.76	3,906.76	79,428.47	5,629.93	9,539.77	94,598.17	5,284.48	60,068.39	9,377.09	4,357.54	73,803.02	5,489.20	9,402.42	88,694.64	-5,625.45	73,645.42	10,974.80	4,392.96	89,013.18	12,188.73	12,512.22	113,714.13	15,210.16	73,645.42	10,974.80	4,392.96	89,013.18	12,188.73	12,512.22	113,714.13	15,210.16	
February	62,971.81	10,641.14	4,057.02	77,669.97	5,615.37	9,529.77	92,815.11	72,632.47	63,004.30	12,895.04	5,723.54	81,622.88	5,492.22	9,572.22	96,687.32	3,952.91	77,237.73	11,797.76	4,767.36	93,802.85	12,195.68	9,782.22	115,780.75	12,179.97	77,237.73	11,797.76	4,767.36	93,802.85	12,195.68	9,782.22	115,780.75	12,179.97	
March	64,242.21	10,497.71	4,384.86	79,124.78	5,590.36	9,485.81	94,200.95	74,405.78	65,176.46	9,507.36	4,248.26	78,932.08	5,472.17	9,386.29	93,790.54	-192.70	76,717.10	9,864.24	4,526.08	91,107.42	12,181.78	9,782.22	113,071.42	12,175.34	76,717.10	9,864.24	4,526.08	91,107.42	12,181.78	9,782.22	113,071.42	12,175.34	
April	62,891.15	10,518.20	4,384.86	77,794.21	5,598.17	9,519.77	92,912.15	73,101.21	63,479.79	8,972.71	4,637.57	77,090.07	5,478.68	9,376.95	91,945.70	-704.14	77,113.70	10,599.68	6,830.72	94,544.10	12,227.51	9,742.00	116,513.61	17,454.03	77,113.70	10,599.68	6,830.72	94,544.10	12,227.51	9,742.00	116,513.61	17,454.03	
May	64,153.76	8,831.19	4,091.17	77,076.12	5,579.94	9,469.12	92,125.18	75,665.62	60,774.95	9,398.08	3,223.76	73,396.79	5,463.59	9,309.03	88,169.41	-3,679.33	76,429.52	7,970.56	7,521.28	91,921.36	12,153.98	9,738.50	113,813.84	18,524.57	76,429.52	7,970.56	7,521.28	91,921.36	12,153.98	9,738.50	113,813.84	18,524.57	
June	64,272.66	8,762.89	3,360.36	76,395.91	5,575.78	9,745.98	91,717.67	74,985.41	62,152.46	11,255.84	3,476.47	76,884.77	5,472.69	10,304.63	92,662.09	488.86	70,563.66	8,919.04	8,486.40	87,969.10	12,192.20	9,773.48	109,934.78	11,084.33	70,563.66	8,919.04	8,486.40	87,969.10	12,192.20	9,773.48	109,934.78	11,084.33	
July	68,426.27	18,188.29	5,320.57	91,935.13	5,566.93	9,552.22	107,054.28	90,492.13	67,140.04	14,411.30	4,050.19	85,601.53	5,487.80	9,493.79	100,583.12	-6,333.60	81,804.58	15,783.04	6,822.40	104,410.02	12,192.20	9,703.52	126,305.74	18,808.49	81,804.58	15,783.04	6,822.40	104,410.02	12,192.20	9,703.52	126,305.74	18,808.49	
August	68,075.34	15,387.99	5,825.99	89,289.32	5,554.44	9,528.26	104,372.02	82,613.82	65,229.61	15,326.52	4,883.45	85,439.58	5,468.01	9,514.30	100,421.89	-3,849.74	84,930.08	20,483.84	13,104.00	118,517.92	12,179.46	9,739.66	140,437.04	33,078.34	84,930.08	20,483.84	13,104.00	118,517.92	12,179.46	9,739.66	140,437.04	33,078.34	
September	70,842.59	15,210.41	6,010.40	92,063.40	5,544.54	9,462.61	107,070.55	86,245.90	69,411.92	16,945.23	7,533.49	93,890.64	5,496.92	9,548.26	108,935.82	1,827.24	86,793.94	10,400.00	18,487.04	115,680.98	12,188.73	9,773.48	137,643.19	21,790.34	86,793.94	10,400.00	18,487.04	115,680.98	12,188.73	9,773.48	137,643.19	21,790.34	
October	69,377.38	12,833.57	4,521.46	86,732.41	5,578.64	9,427.51	101,738.56	81,025.41	113,703.88	12,901.87	5,279.59	131,885.34	5,455.24	9,480.34	146,820.92	45,152.93				0.00			0.00	-131,885.34								0.00	-131,885.34
November	66,097.49	8,318.94	3,763.33	78,179.76	5,731.98	9,358.46	93,270.20	73,454.26	20,020.72	10,661.63	5,163.48	35,845.83	5,476.08	9,515.43	50,837.34	-42,333.93				0.00			0.00	-35,845.83								0.00	-35,845.83
December	64,615.43	9,077.07	4,446.33	78,138.83	5,579.48	9,402.42	93,120.73	74,030.83	61,257.78	8,660.44	4,261.92	74,180.14	5,471.13	9,534.30	89,185.57	-3,958.69				0.00			0.00	-74,180.14								0.00	-74,180.14
	790,751.04	139,004.16	54,073.11	983,828.31	67,145.56	114,021.70	1,164,995.57	863,937.32	771,420.30	140,313.11	56,839.26	968,572.67	65,723.73	114,437.96	1,148,734.36	-15,255.64	705,235.73	106,792.96	74,938.24	886,966.93	109,700.27	90,547.30	1,087,214.50	-81,605.74	705,235.73	106,792.96	74,938.24	886,966.93	109,700.27	90,547.30	1,087,214.50	-81,605.74	

water rate comparison

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TOWN OF MINTURN PAYROLL DATABASE										
LAST NAME	FIRST NAME	HIRE DATE	POSITION	PAY DATES	FY2023 ANNUAL PAY	2024 PROJECTED RAISE %	2024 PROJECTED RAISE \$	2024 PROJECTED ANNUAL PAY	2024 PROJECTED AMT/CK	WAGE ACCOUNT NUMBER
<b>STAFF</b>										
BIDEZ	EARLE		MAYOR	15	\$4,800.00	0%	\$0.00	\$4,800.00	\$400.00	01-01-5010
AMRISTEAD	TERRY		MAYOR PRO-TEM	15	\$2,400.00	0%	\$0.00	\$2,400.00	\$200.00	01-01-5011
BRODIN	GEORGE		COUNCILMAN	15	\$2,400.00	0%	\$0.00	\$2,400.00	\$200.00	01-01-5011
FEIGER	LYNN		COUNCILMAN	15	\$2,400.00	0%	\$0.00	\$2,400.00	\$200.00	01-01-5011
KANAKIS	GUSTY		COUNCILMAN	15	\$2,400.00	0%	\$0.00	\$2,400.00	\$200.00	01-01-5011
STAFFANI	KATE		COUNCILMAN	15	\$2,400.00	0%	\$0.00	\$2,400.00	\$200.00	01-01-5011
SULLIVAN	TOM		COUNCILMAN	15	\$2,400.00	0%	\$0.00	\$2,400.00	\$200.00	01-01-5011
			TOWN MANAGER	15 & 30	\$129,311.60		\$0.00	\$129,311.60	\$5,387.98	01-01-5012
			TREASURER/CLERK	15 & 30	\$120,174.05		\$0.00	\$120,174.05	\$5,007.25	01-01-5014
			OFFICE TECHNICIAN	15 & 30	\$0.00		\$0.00	\$0.00	\$0.00	01-01-5013
			TOWN PLANNER	15 & 30	\$68,666.40		\$0.00	\$68,666.40	\$2,861.10	01-02-5010
			PLANNING & ZONING	15 & 30	\$65,000.00		\$0.00	\$65,000.00	\$2,708.33	01-02-5011
			EVENTS/COURT	15 & 30	\$81,276.56		\$0.00	\$81,276.56	\$3,386.52	01-05-5010
			PUBLIC WORKS	15 & 30	\$82,093.44		\$0.00	\$82,093.44	\$35.88/\$53.85 HRLY/OT	02-06-5010
			PUBLIC WORKS	15 & 30	\$71,728.80		\$0.00	\$71,728.80	\$31.35/\$47.03 HRLY/OT	01-06-5011
			PUBLIC WORKS	15 & 30	\$61,959.04		\$0.00	\$61,959.04	\$27.08/\$40.62 HRLY/OT	01-06-5011
			PUBLIC WORKS	15 & 30	\$57,314.40		\$0.00	\$57,314.40	\$25.05/\$37.58 HRLY/OT	02-06-5010
<b>ANNUAL BONUS POOL (\$2K/EMPEE)</b>					\$16,000.00		\$16,000.00			
<b>NET WAGES</b>					\$772,724.29			\$756,724.29		
<b>EMP'EE WAGE POOL APPROX (7%)</b>					\$54,090.70	14% BEN	\$7,572.70			
<b>TOTAL EST EMP'EE WAGES LESS BEN'S</b>					\$826,814.99					
<b>EMP'EE RAISE POOL W/BEN</b>					\$61,663.40					
<b>2024 BUDGET</b>					\$85,000.00		\$23,572.70			
<b>% CHANGE</b>										
2007 BUDGETED WAGES LESS BEN	738,068.00	8.45%	(Includes 1.5 new employees = 1 in Planning and .5 In Public Works)							
2008 BUDGETED WAGES LESS BEN	805,851.00	8.41%	(includes Police at 5FTE even though currently at 4FTE)							
2009 BUDGETED WAGES LESS BEN	1,109,759.00	27.39%	(Includes 5 new employees = 1 in Finance, 1 in Planning, 1 in Police and 2 In Public Works)							
2010 BUDGETED WAGES LESS BEN	907,638.72	-22.27%								
2011 BUDGETED WAGES LESS BEN	755,449.68	-20.15%								
2012 BUDGETED WAGES LESS BEN	661,600.96	-14.19%	(budgeted staff includes 11 FET plus judge and Council)							
2013 BUDGETED WAGES LESS BEN	696,529.68	5.01%	(budgeted staff includes 12 FET plus judge and Council)							
2014 BUDGETED WAGES LESS BEN	533,778.06	-30.49%	(budgeted staff includes 9 FET plus judge and Council)							
2015 BUDGETED WAGES LESS BEN	532,009.83	-0.33%	(budgeted staff includes 9 FET plus judge and Council)							
2016 BUDGETED WAGES LESS BEN	581,454.00	8.50%	(budgeted staff includes 9 FET plus judge and Council)							
2017 BUDGETED WAGES LESS BEN	616,459.00	5.68%	(budgeted staff includes 9 FET plus judge and Council)							
2018 BUDGETED WAGES LESS BEN	641,482.17	3.90%	(budgeted staff includes 9 FET plus judge and Council)							
2019 BUDGETED WAGES LESS BEN	589,481.06	-8.82%	(budgeted staff includes 8 FET plus judge and Council)							
2020 BUDGETED WAGES LESS BEN	580,269.80	-1.59%	(budgeted staff includes 8 FET plus judge and Council)							
2021 BUDGETED WAGES LESS BEN	595,602.54	2.57%	(budgeted staff includes 8 FET plus Council)							
2022 BUDGETED WAGES LESS BEN	630,577.78	5.55%	(budgeted staff includes 8 FET plus Council)							
2023 BUDGETED WAGES LESS BEN	672,524.29	6.24%	(budgeted staff includes 8 FET plus Council)							

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ITEM	INT FUND TRANS	2024 AMOUNT	ACCOUNT
NON-ENT FUNDS			
INTERFUND CAPITAL TRANSFER		0.00	
BOBCAT		0.00	06-01-5249
STREET/SIDEWALK/DRAINAGE		125,000.00	01-06-5352
PW VEHICLE		0.00	06-01-5249
PW LOADER		0.00	06-01-5249
PUBLIC BLD MAINT		15,000.00	01-06-5290
PW TOOLS		5,000.00	01-06-5120
COMPUTER ROTATION		5,500.00	01-01-5292
NETWORK UPGRADE		0.00	01-01-5120
WEBSITE SOFTWARE		0.00	04-01-5250
PARK MAINT		31,750.00	01-06-5357
BIKE PARK MAINT		15,000.00	01-06-5357
COPY MACHINE (50%)		0.00	06-01-5249
PRIORITY 2			
ADDITIONAL STRT/SIDEWALKS			FUNDED DURING YEAR
		197,250.00	

ENT FUND			
INTERFUND TRANSFER	YES	0.00	02-00-4570 TO 04-00-4570
BOBCAT		0.00	02-09-8000
PW VEHICLE		0.00	02-09-8000
PW LOADER		0.00	02-09-8000
PW TOOLS		5,000.00	02-06-5150
WATER PLANT/SYSTEM		80,000.00	02-06-5293
WATER RIGHTS MAINT		160,000.00	02-06-5352
COPY MACHINE (50%)		0.00	02-09-8000
		245,000.00	

CTF FUND			
WOOD TREAT:MGRS HS, EP		61,000.00	03-00-5140
RESTROOM & AMPHITHEATER			
		61,000.00	

<b>NON ENTERPRISE FUND ITEMS</b>	<b>2023</b>	<b>2024</b>
INTERFUND CAPITAL TRANSFER	0.00	0.00
BOBCAT	3,000.00	0.00
STREET/SIDEWALK/DRAINAGE	40,000.00	125,000.00
PW VEHICLE	34,000.00	0.00
PW LOADER	0.00	0.00
PUBLIC BLD MAINT	15,000.00	15,000.00
PW TOOLS	5,000.00	5,000.00
COMPUTER ROTATION	5,500.00	5,500.00
NETWORK UPGRADE	0.00	0.00
WEBSITE SOFTWARE	0.00	0.00
PARK MAINT	28,000.00	31,750.00
BIKE PARK MAINT	15,000.00	15,000.00
COPY MACHINE (50%)	7,500.00	0.00
	153,000.00	197,250.00

<b>ENTERPRISE FUND</b>		
INTERFUND TRANSFER	0.00	0.00
BOBCAT	3,000.00	0.00
PW VEHICLE	34,000.00	0.00
PW LOADER	0.00	0.00
PW TOOLS	5,000.00	5,000.00
WATER PLANT/SYSTEM	40,000.00	80,000.00
WATER RIGHTS MAINT	140,000.00	160,000.00
COPY MACHINE (50%)	7,500.00	0.00
	229,500.00	245,000.00

<b>CONSERVATION TRUST FUND</b>		
WOOD TREAT:MGRS HS, EP, LBP	15,000.00	61,000.00
RESTROOM & AMPHITHEATER	0.00	0.00
FISHING ACCESS GRANT	0.00	0.00
BONEYARD CONSERVATION	0.00	0.00
BIKE TRACK STUDY	0.00	0.00
	15,000.00	61,000.00

**FROM THE DESK OF  
JAY BRUNVAND, MINTURN FINANCE OFFICE  
MEMORANDUM**

FROM: Jay Brunvand, Treasurer  
DATE: 9/27/23  
RE: Capital Asset narrative

Proposal: Following is a narrative summary of the Town wide Capital Improvement Plan. The intent of this summary is to:

- Maintain existing capital facilities and equipment
- Continue to rotate our vehicle stock so as to best recognize an efficient and cost-effective fleet
- Provide capital assets that are safe and desirable to the employees and citizens of the Town of Minturn
- Maintain or complete existing programs through the assessment of needs and costs and to recognize potential system needs in order to avert avoidable issues in the future.
- Move the Town philosophy from a reactionary system to a proactive system

In November 2018 the Town passed a 4% Construction Use Tax to help fund our growing list of Capital needs. Dollars collected from this tax will be utilized to further our repair and maintenance schedules. Revenue from this tax is reflected in the Capital Fund (06),

**Streets, Roads and Bridges:**

Public Works should maintain and annually confirm and update a list of all streets in Town and the status of each. This list should include a dated bid of the cost to overlay each road. I have included below the most recent summary of the streets and repairs. For 2024 we have budgeted \$125,000 for Street/Sidewalk Maintenance (01-06-5352). A Capital Outlay-Special Projects account has been created to allocate planned improvements (XX-09-8000). Additionally, projects are budgeted in the Capital Fund (06). In the event the Enterprise Fund participates, funds are budgeted in the Enterprise Fund (02).

Through much of Minturn's history our road maintenance schedule has been nonspecific and addressed only when a road was at or nearly failing. A standardized repair and maintenance program for road maintenance Capital Improvements and Order of Magnitude schedule has been developed by our contracted town engineer firm, Intermountain Engineering. This plan is developed as a component of this Capital Improvement Plan whereby patch, crack and annual maintenance are scheduled for all roads in order to maintain the road infrastructure. Currently a set amount is budgeted based on availability in the General Fund line item 01-06-5352 and utilized based on need and in consideration of this plan and Special Projects have been proposed to accommodate major repairs and projects.

During our annual review of this document, assessments have been made on each street, road, and bridge as to its current condition, its maintenance needs, its upgrade needs, the ability to phase improvements, a cost assessment, and a priority has been established.

- Establish a classification system for all roads to include arterial, collector and local roads.
- Survey and establish a database of all streets, rights of way, sidewalks, gutters and water lines
- Hwy 24 – this road is approximately 20 blocks long (3.6 miles from MP 143.6 to MP 147.2). The State of Colorado is the primary maintenance crew on this road. Our PW Dept works with CDOT to ensure concerns are addressed. An existing agreement is annually renewed and expires in November of each year.
  - The Town maintains a contract with CDOT whereby the Town will plow and remove snow and perform other specific maintenance on Hwy 24 within the Town along the sides of the roadway. CDOT will plow the main traffic lanes.
  - Summer 2010 the "S" curves at the North end of Main Street were repaired and paved and in 2016 several major bulges were mitigated halfway between the north town



boundary and the “S” curves. During most winters, this section of road is undermined with water, ice and falling debris. In early spring CDOT patches the worst areas and will complete more as spring and summer weather allow. Summer of 2013 the South end of Town was roto milled and new asphalt was laid. During the summer of 2014 repairs and an asphalt overlay was conducted in the travel lanes from the “S” turns north for approximately one mile.

- A phased plan to address the 100 Block entryway was begun in the fall of 2015. A major upgrade was completed in 2016 in the 100 block and engineering was completed from the 200 block to Maloit Park Road. This plan is funded using Minturn funds, a DOLA grant, and CDOT TAP grant.
- In 2017 and annually thereafter, the town will rent a heavy-duty street sweeper in the spring and sweep all streets.
- In 2019 Hwy 24 was significantly upgraded from the I-70 interchange at the north end of town to Maloit Park Road at the south end of town. CDOT managed the entire project but the town contributed with grants and additional town source funding. The entire project was estimated at \$3m.
  - CDOT replaced and upgraded all guardrails and paving.
  - In the 500 to approximately the 1000 block drainage, curb/gutter, and sidewalk was installed within the CDOT right of way.
  - Sidewalks were installed within this area and on both sides of Hwy 24 if able, if not able at least on one side.
  - Curb stops were located and marked in the sidewalk areas and driveway access was improved.
  - Phase II of the sidewalk construction will take sidewalk on both sides of Main St from approximately the 1000 block to approximately 1350 Main St (Bone Yard Park).
- Minturn Road – This road is divided in near half with the north end a County road maintained by the County and a Town road to the south maintained primarily by the Town. The County is willing to assist on road grading and the like but it is hit and miss. Where the road shifts from County to Town ownership continues to be an area of high maintenance and is often rutted and wash-boarded. During the summer of 2012 the road was stripped of the roto-mill that had served as paving and was graded with new road base from the USFS Bridge (North Bridge) to Taylor St by Eagle County Road and Bridge. This cooperative grading is scheduled to continue annually.
- Taylor Ave – The lower area of the 100 block was reconstructed and paved in 2007. It has no sidewalks, little shoulder or snow stacking area, and narrows progressively as you move north. In 2015 the rail tracks were covered over with asphalt to improve the passageway for vehicular traffic.
- Grant Ave – This road is undeveloped yet platted and runs north/south and parallel to Taylor Ave along the east side. In 2019 the entire stretch of road was surveyed and encroachments are being addressed.
- Railroad Ave – the area from Bellm Bridge to the right-hand turn where Taylor St begins was roto milled and overlaid during the 2009 summer at a cost of approximately \$25k. In 2015 the area from the north end of the Saloon to the tracks was completely rebuilt and curb and gutter was added to assist in water drainage.
- Eagle St (AKA Eagle River St.) – Very narrow alley which starts and stops intermittently between the 100 and 400 blocks on the east side between Main St and the Eagle River. In 2013 the 100 to approximately mid-200 block was significantly improved with drainage, curb and gutter, and complete tear up and repave of the road. The street travels south parallel to the Eagle River from the 100 block for almost two blocks dead ending just south of the Manager’s House (210 Eagle St), then picks up again for a short distance in the 300 block dead ending again, and picking up again to include the 400 block between Harrison and Meek where it again dead ends. This street was crack sealed in 2011.

- Williams St – Very narrow alley that runs parallel along the west side of Hwy 24 in the 100 block. The area is used for the summer Minturn Market and much of the area is in good shape and has been jointly maintained by the immediate property owner, MR Minturn, and the Town over the years. This street was crack sealed in 2011.
- 1<sup>st</sup> Street – This road currently exists as a parking lot between 101 Main St and 131 Main St and runs from Main Street to Williams Ave with a 40ft ROW. The Town works in partnership with MR Minturn, the current owner of the adjacent properties, to maintain this area. Direction was given in 2017 to survey this area in order to pin the 1<sup>st</sup> street right-of-way in order to address concerns and confusion of encroachments, width, and length.
- Nelson Ave – Nelson runs from Main St west a short distance up the hill. It is approximately less than two blocks or so and then becomes a private road which is VERY steep. This area has been developed and consists of several private homes and a small hotel. Although it is in pretty good shape it is a future concern of the Town due to its horrible incline, and limited sidewalk and curb/drainage potential. This street was crack sealed in 2011. Drainage work was done on Nelson Ave from Williams St to Main Street in 2015; however, the neighbors adjacent to the road have expressed concern over the upkeep of the portion that is not town ROW and the Town has expressed concern of the drainage from the private portion shedding down the ROW portion. Nelson Ave is scheduled for an overlay in the 2024 budget.
- Toledo Ave – extends from Eagle St to Pine St across Hwy 24. In 2013 this road was significantly improved with drainage, curb and gutter, and complete tear up and repave of the road between Eagle Street and Hwy 24. The area from Hwy 24 to Pine St. holds leased parking from the Town to the Ironworks Building (201 Main St) as most of their parking is in the right of way. This street was crack sealed in 2011. Concern has been expressed of the winter ice buildup as the road is in near continuous shade during the winter and the ice buildup is affecting the Ironworks Building.
- Norman Ave – Extends from the river to Pine St and is a priority repair. The Hwy 24 to Pine was rebuilt when we built the Town Center in 2000. Drainage is a significant issue as we are unable to fully pave the north side of Norman between Boulder and Pine St's due to a zero percent incline. This street was rebuilt and drainage, curb and gutter were added in 2015. This street was crack sealed in 2011 and 2016. Norman Ave is scheduled for an overlay in the 2024 budget.
- Harrison Ave – Harrison runs from the River to Pine St and is generally in good shape. During a water line looping project in the summer of 2014 the street was roto milled and overlaid from Main St to Pine St at a cost of approximately \$16,000. This street was crack sealed in 2011 and 2016.
- Boulder St – Boulder St is a modified alley. In the 200 block it is two-way; in the 300 block it is one-way north to south; the rest of Boulder from the 400 to the 700 block runs one-way south to north. From Toledo to Harrison, it has hot-patched potholes but is generally in good condition. The 200 block could be reconfigured for better parking. From Harrison south it is one way in sections and single lane at best. It is in need of repairs and overlay. This street was crack sealed in 2011 and 2016.
- Pine St – runs from the 200 block to about the 5-600 block poor maintenance and snowpack have caused the street to degrade over the years. It was reconstructed in the mid 90's or so. In 2012 the 200 block was roto-milled and paved; curb and gutter drainage were installed along the east side and sidewalk, curb, and gutter were installed along the west side. In the 400 block and on south the street seems to narrow progressively as you travel south whereby when you reach Mann Ave the right of way is potentially not where the road actually sits. The street has narrow sidewalks in various states of disrepair. The street is a priority. This street was crack sealed in 2011 and 2016. In 2022, Phase I was completed with sidewalk/curb/gutter and paved. This project will continue south as a phased project in FY2025 or later as funds are available.

- Byre Ave – Byre runs from the river to Hwy 24, skips Hwy 24 to Boulder, and runs from Boulder to Pine. The road is poorly defined, is very narrow, and resembles more of a parking lot than a defined street. There are no sidewalks or curbs defining the road. During the winter months, it is used for snow stacking between Eagle St and Main St. This street was crack sealed in 2011 and 2016.
- Meek Ave – Hwy to Pine was roto milled and overlaid in approximately 2007 and includes asphalt drainage pans. This Avenue has been a source of concern as the northwest corner of Meek and Boulder has drainage issues onto the residential property. This street was crack sealed in 2011 and 2016, and significant pothole patching was done in 2020.
- Mann Ave – Hwy to Pine was roto milled and overlaid a few years ago and includes some asphalt drainage pans. This street was crack sealed in 2011 and 2016.
- Cemetery Rd – On the east side of the river is a dirt road that has heavy use by heavy equipment. This is the only connection to the east side of the river and is used to access the River View Cemetery, Little Beach Park, the Public Works shop area, and the land known as the Lease Lot. The traffic on this road is near 80% heavy equipment as both the Public Works facility and the New Castle Concrete plant utilize this road. The remaining 20% is access to cross country ski trails, the Cemetery, and the Forest Service shooting range. The road is maintained as needed and, other than the fact it is dirt, it is maintained to an acceptable standard. In FY2020 the Minturn Bike Park was constructed where the road terminates passed the Lease Lots.
- Three Bridges – Each of the bridges (North, Bellm, and Cemetery) are in deteriorating condition and have been cited as in need of minor to significant repairs on the annual State Bridge reports. During 2014 the public works crew made upgrades to the bridges at the water line.

**Sidewalks:**

Minturn has a somewhat defined sidewalk plan which should be addressed in this improvement plan. Sidewalks should be defined as a path for pedestrian and non-motorized travel and would include the standard three foot or five-foot-wide sidewalk, a paved path or even a soft path. Currently and in the past the Public Works Department had worked through 2015 with respective citizens by removing the old sidewalk, forming the new one and either using Lafarge left over concrete or the citizen purchased concrete. The Town PW’s crew normally has preformed the finish work on the poured concrete. Although only a soft cost to the Town, this is a heavy burden on the PW’s crew. New and or replacement sidewalks are budgeted within the Street and Sidewalk General Fund budget line item (01-06-5352). Complete sidewalks, curb, and gutter were installed on both sides of the street in FY2020. This addition runs south to approximately the 1000 block on the east side of Main St/Hwy 24 and from the mid 400 block to approximately the 1000 block on the west side of Main St/Hwy 24 in conjunction with the CDOT repaving from Down Jct to Maloit Park.

- Current sidewalks:
  - A standard width of 5ft has been established; a standard material should be established.
  - An assessment of current sidewalks to include the condition, placement, up grades, phasing and cost assessment will need to be established. This assessment has been determined a high priority.
  - Consideration should be given between sidewalk, paved path, or soft path in various areas as the need in the specific area warrants.
  - A defined sidewalk plan of where sidewalks/paths are placed, how sidewalks are maintained, weather the Town or the citizen is responsible, cost and enforcement of policy. This plan should include both winter shoveling and summer maintenance/repair. This plan should be sympathetic to the current “owner pays” program as well as future needs of the Town.
  - Funding should be based on need, phasing, and the ability to accomplish in conjunction with street repair/maintenance. Any reasonable outside funding mechanism should be considered to reduce or share the cost shouldered by the Town.

- A base price should be calculated that could be extrapolated to price any size sidewalk.
- Future or proposed sidewalks:
  - Establish a needs list of new sidewalks and paths to allow safe pedestrian travel.
  - Establish a sidewalk plan that would relegate where sidewalks would be placed and if a path or soft path is a viable solution as well as allow for the requirement of sidewalk placement based on a specified cost or percentage of remodel.
  - Establish priority needs and funding sources available to include Town funds in conjunction with outside grants. Any outside reasonable funding mechanism should be considered to reduce or share the cost shouldered by the Town.

**Entry and Streetscapes:**

Entry and Streetscape needs were traditionally budgeted within the Street and Sidewalk General Fund budget line item (01-06-5352). With the Construction Use Tax (Fund 06) funding is limited but available as well.

- In 2007 the Town created a plan with the OZ Group. This plan highlighted streetscape needs based on aesthetic quality and use emphasizing the Minturn culture and citizen desires. The Town also has worked with Downtown Colorado Inc to define procedures to implement the OZ plan and identify other options in order to establish a uniform character throughout Town. These plans lay out a defined project however do not extend to the engineered level.
- In 2009 the Town completed the Community Plan and in 2010 the Town held meetings to develop a Town sign. The Community Plan will be updated in FY2022. In 2011 two monument signs were installed, one at the north and one at the south end of Town, welcoming citizens and guests to Minturn.
- Establish a streetscape needs list progressing block by block on Hwy 24 to include priority and costs.
- Establish both Town and alternate sources of funding.
- Signage and uniform signage should be considered with the intent of eliminating nonproductive signage and replacing with uniform and clear signage, flags, banners and the like. Annually funds are appropriated in line item 01-06-5357. Annual funding is budgeted in order to further this goal.
- Annual progress should be highlighted and funding should be established based on need and priority in the annual budget. Annual highlights and needs budgeted to include traffic routing, sidewalk lighting within the Business District area, benches, and sidewalks/bulb-outs with a goal of enticing pedestrian traffic.
- In 2017 and 2018 the town planned and engineered and in 2019 in conjunction with CDOT repaving of Main St. installed a full street scape and drainage project from approximately Cemetery Bridge extending four or so blocks.
- Parking needs:
  - Currently the Town has on-street parking that is affected by the snowplow/removal schedule which utilizes alternate day on-street parking throughout Town. Additionally, the Town has the Municipal Lot which holds approximately 93 vehicles.
  - Partial funding of the parking needs is funded by businesses that do not have sufficient parking provided based on MMC code requirements.
  - Additional parking needs should be explored with one-way traffic and diagonal parking on the 200 block of Boulder, the Pine St side of 243 Boulder St (Not-A-Park) and the expansion and reintroduction of parking along Eagle Street.
  - The Planning Department conducted a parking needs study in the core area in FY2020 and will ideally extend this to the entire town.

**Building and Park Maintenance:**

A defined building maintenance program does exist and relies on manual annual inspections. Effective with the 2011 Fiscal Year Budget, the Town established a line-item account in the General Fund for annual maintenance and repair of the Town's buildings and structures (01-06-5290). During 2012 the Town Center was painted on the exterior.

Over the past years, the town has had landscape maintenance contracts to cover various aspects of our park needs. Progressively from 2017 on the Town has undertaken more and more of the maintenance of the parks using existing staff for mowing operations and small contracts for flower and plant maintenance. This will continue in 2020.

The inspection program stated above includes at a minimum the following:

- Town Center (302 Pine St)
  - Outside painting and general repair
  - Annual curb painting and spring cleaning
  - Annual maintenance of HVAC system
  - Annual maintenance of outside plant areas to include bark and plant replacement.
  - The Town Center is on a weekly cleaning contract with an outside source and an as need carpet cleaning schedule. (Cost for both is \$750/mo)
  - General repair and maintenance to include painting of the two rental apartments.
    - New carpet in these units was installed in 2013.
    - Professional cleaning and carpet cleaning is required by the renter upon checkout.
- Little Beach Park and Amphitheater
  - General annual maintenance of playground and picnic equipment and amphitheater to include wood treatment. In 2012 the wood features of the Amphitheater and play equipment were treated. This treatment program will continue on a five-year rotation.
  - Complete weeding of playground area and other areas as needed. This should be done annually and as needed during the season.
  - Currently the Town utilizes a contract with an outside vendor to maintain the greenery of all parks to include annual irrigation maintenance, fertilizer and weed treatment, and flower bed maintenance. The PW crew mows and waters during the season.
  - Wood stain/painting is scheduled approximately every five years.
- Eagle River Park – 200 Eagle St.
  - Maintain annually all outside wood to include the public restrooms and picnic tables as needed.
  - Yard maintenance and basketball court maintenance.
  - General annual maintenance as needed.
  - Wood stain/painting is scheduled approximately every five years.
- Town’s House – 210 Eagle St
  - Maintain annually all outside wood to include the deck(s) and siding as needed.
  - Yard maintenance is normally performed by the occupant.
  - General annual maintenance as needed.
  - Wood stain/painting is scheduled approximately every five years.
- Public Works Building
  - General annual maintenance to include
    - HVAC repair and maintenance
    - Roof drainage
    - Fuel tank area upkeep to include spill retention area
    - On going cleaning and repair/maintenance of the building and site as necessary to exude a professional and positive image of the Town.
- Water Plant
  - The Water Department maintains and cleans all water filters as needed. An assessment has been done to determine the life expectancy of each filter and asset on the property and how best to maintain those assets on an on-going basis. In 2018 a further larger assessment was undertaken to consider the efficiency of the existing plant and its potential to accommodate future growth and to what extent. As a result of this study the Town has developed a plan to replace the aging water purification system, distribution system, and water tank to best serve our future needs. This project(s) began in 2020 with the beginning stages of replacing our water tank, and to connect Well #4 to the Clear

Well to enable required purification contact time and will extend 5-10 years. The project will require significant adjustments to our water rates and the issuance of bonds to fund the projects.

- On-going cleaning and repair/maintenance of the buildings and site as necessary to exude a professional, safe, and positive image of the Town.
- During 2014 a new master meter and accompanying housing was built. This upgrade is anticipated to last 50 years with proper maintenance and upkeep. In addition, several drainage upgrades were installed at the Water Plant pump house and well pumps.
- Major upgrades are being undertaken with construction to begin in 2022 to replace the existing water storage tank and relocate the new tanks to the existing water treatment plant.
- Future upgrades will include a new water treatment plant with construction estimated in 2024.

**Enterprise Fund:**

The annual budget includes all operations and debt service of the Enterprise Fund. The Enterprise Fund includes the Water plant and systems including all distribution and collection systems, all citizen trash services, and parks and recreation needs. An additional annual allowance is budgeted, normally in the \$40,000 range to cover water distribution line breaks, maintenance, and includes plant and system maintenance and improvements. The lines are twenty plus years and older. Many are in corrosive soils caused by the mining and railroad history of the Town and are therefore beginning to fail at an ever-increasing rate. Because much of the land has been developed only a handful of water taps are sold each year. In a normal system, tap fees would be utilized to pay for the future needs of the infrastructure system while fees would be used to pay the day-to-day costs. Because we sell so few water taps annually, any future plant and system repairs and maintenance need to be paid by water fees collected (adding an additional strain to the funding mechanism).

- A defined management system has been developed by the Water Department to be performed on an annual basis whereby all valves and fire hydrants are exercised. As valves are identified that are not in working order repair or replace should be considered.
- A defined program of line replacement and looping concerns continues to be addressed. During 2014 the main line was looped from Main to Pine down Harrison and other loops are being developed.
- A needs assessment system is in place whereby when a main line breaks or is exposed a determination is as to an appropriate location for a shutoff valve or possible loop is installed.
- The Town has developed a management system for the water tank inspections and repairs.
- The Town practices a limited program of water plant repairs.
- The Town has developed a defined program of annual water line flushing and valve maintenance.
- Assessments need to be made on the water distribution program as to future maintenance, needed tools, and necessary expertise. These assessments need to be extended to budget numbers and annual goals.
- In 2019 a full Capital Improvement Plan was developed and will be implemented over the next several years and on into the future.
- In 2023 a new water tank was installed at the existing water plant and is anticipated to replace the existing tank. The existing tank will be taken off line and the intent is to refurbish the tank, bring it back on line, and have two tanks with a combined capacity of approximately 1.2million gallons.

**Vehicles and equipment**

The Town has maintained a program of vehicle rotation in the Police and Public Works/Water Plant Departments. The approved plan currently allows for 5-10year rotations of vehicles. Often at the end of the cycle a vehicle is still in good condition. This vehicle, in past years, has been retained within the inventory or passed to another department. A complete inventory of vehicles and major equipment are maintained as a function of the Audit and for insurance purposes and is also used to identify asset needs. Vehicles are maintained professionally by area mechanics or the Town of Avon Fleet Maintenance through an intergovernmental agreement.

Public Works/Water Plant and System: Currently the Public Works/Water plant and system have numerous vehicles as detailed below. The commercial trucks are on a 5 to 8-year rotation and the tandem trucks and other heavy equipment are on an as need replacement cycle.

- 5 standard trucks, 1 Bobcat, 3 Cat Tool Carriers (10-year rotation), one backhoe, and two dump trucks.
- Maintain the fleet and rotation as per the approved scheduled.
- Undertake a complete inventory of tools and supplies over \$5,000 in value. The annual budget includes \$10,000 for tool and major tool replacement needs.
- Endeavor and continue to budget for proper maintenance and replacement of tools and assess needs annually in the budget.

Network and Computers: The Town has developed and adheres to a computer network maintenance and rotation program. It is recommended computers be on a 5-year rotation. This would require the purchase of 1-2 computers per year and a new server every 5-years. Management of the system is performed by an outside company. A budget for this is annually established in the amount of approximately \$5000 for replacement and approximately \$15,000-20,000 every 5-years for major upgrades to the server(s). Such a major upgrade was completed in 2014 and is again scheduled for 2021. This would be in addition to the computer system maintenance and web site maintenance and development needs of \$31,000 per year. Overall, all of the software works well and as it is designed to function. From time to time specific software needs might occur and are addressed on an as-need basis for the foreseeable future. Integrated with the computer systems are the phone system and copy machine.



TOWN OF MINTURN CAPITAL IMPROVEMENT PLAN

Section 10, ItemK.

Priority Core need  
 Priority Desire  
 Priority Nonessential  
 Budgeted in the Fiscal Year

	2023	2024	2025	2026	2027	2028	2029	NOTES
Copy Machine (50%) 7,500								7-8yr rotation (2031)
Bobcat 50% annual 6,000				Bobcat 50% annual 6,000			Bobcat 50% annual 6,000	3yr Rotation
Streets 20,000	Streets 25,000	Streets 25,000	Streets 25,000	Streets 25,000	Streets 25,000	Streets 25,000	Streets 25,000	
Sidewalks 10,000	Sidewalks 25,000	Sidewalks 25,000	Sidewalks 25,000	Sidewalks 25,000	Sidewalks 25,000	Sidewalks 25,000	Sidewalks 25,000	Annual
Storm Drainage 10,000	Storm Drainage 25,000	Storm Drainage 25,000	Storm Drainage 25,000	Storm Drainage 25,000	Storm Drainage 25,000	Storm Drainage 25,000	Storm Drainage 25,000	
Town Bids 15,000	Town Bids 15,000	Town Bids 15,000	Town Bids 15,000	Town Bids 15,000	Town Bids 15,000	Town Bids 15,000	Town Bids 15,000	
Pub Wks truck (50%) 34,000				Pub Wks truck (50%) 34,000	Pub Wks truck (50%) 34,000	Pub Wks truck (50%) 34,000	Pub Wks truck (50%) 34,000	
Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Annual
Computer rotation 5,500	Computer rotation 5,500	Computer rotation 5,500	Computer rotation 5,500	Computer rotation 5,500	Computer rotation 5,500	Computer rotation 5,500	Computer rotation 5,500	Annual
				Network Upgrade 10,000	Network Upgrade 20,000			
Bike Park Maint \$15,000	Bike Park Maint \$15,000	Bike Park Maint \$15,000	Bike Park Maint \$15,000	Bike Park Maint \$15,000	Bike Park Maint \$15,000	Bike Park Maint \$15,000	Bike Park Maint \$15,000	Annual
Park Maint 28,000	Park Maint 28,000	Park Maint 28,000	Park Maint 28,000	Park Maint 28,000	Park Maint 28,000	Park Maint 28,000	Park Maint 28,000	Annual
Copy Machine (50%) 7,500								7-8yr rotation (2031)
Bobcat 50% annual 6,000				Bobcat 50% annual 6,000			Bobcat 50% annual 6,000	3yr Rotation
Pub Wks truck (50%) 34,000				Pub Wks truck (50%) 34,000	Pub Wks truck (50%) 34,000	Pub Wks truck (50%) 34,000	Pub Wks truck (50%) 34,000	
Water Rights Maint \$140,000	Water Rights Maint \$160,000	Water Rights Maint \$168,000	Water Rights Maint \$176,500	Water Rights Maint \$185,000	Water Rights Maint \$194,500	Water Rights Maint \$194,500	Water Rights Maint \$194,500	annual
Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Public Works tools 5,000	Annual
Water Plant/sys 40,000	Water Plant/sys \$75,000	Water Plant/sys \$60,000	Water Plant/sys \$60,000	Water Plant/sys \$60,000	Water Plant/sys \$60,000	Water Plant/sys \$60,000	Water Plant/sys \$60,000	Annual
	Amphitheater, Mgr Hs, Eagle Bathroom wood treat, Mgr Hs roof \$61,000							7yr cycle (2030)
Gen Fund \$161,000	Gen Fund \$143,500	Gen Fund \$143,800	Gen Fund \$178,500	Gen Fund \$197,500	Gen Fund \$177,500	Gen Fund \$183,500	Gen Fund \$183,500	
Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	
Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	Gen Fund \$0.00	
Ent Fund \$229,500	Ent Fund \$240,000	Ent Fund \$225,000	Ent Fund \$281,500	Ent Fund \$284,000	Ent Fund \$293,500	Ent Fund \$299,500	Ent Fund \$299,500	
Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	
Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	Ent Fund \$0.00	
CTF Fund \$15,000	CTF Fund \$61,000.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	
CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	
CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	CTF Fund \$0.00	

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## FUTURE MEETING AGENDA ITEMS

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

### November 15, 2023

- Eagle County Gives Day Proclamation – Nov 15, 2023
- Special Presentation – November 2023 Election Review (as needed)
- Ord 17 - Series 2023 (Second Reading) Minturn North PUD Final Plat
- Ord 16 - Series 2023 (Second Reading) UPRR Final Plat
- Ord 15 - Series 2023 (Second Reading) Minturn North Final Plan for PUD
- Ord 19 - Series 2023 (Second Reading) An Ordinance Amending the Minturn Municipal Code to allow for Hand Shoveling of Snow from the Sidewalk to a Town-Owned Street Between the Hours of 4:00AM and 7:00AM.
- Ordinance 18 - Series 2023 (Second Reading) An Ordinance Approving the Dissolution of the General Improvement District
- Liquor License Renewal – Magustos
- Resolution 31 - Series 2023 Minturn North PUD Development Agreement
- Resolution 32 - Series 2023 A Resolution approving the Belden Place Settlement Agreement
- FY 2024 1<sup>st</sup> Reading of Budget Ordinances

### December 6, 2023

- Special Presentation – Bolts Reservoir Project Update (ERWSD)
- Discussion/Direction – Minturn Cemetery Fence & Wildlife Encounters/Deaths
- Discussion/Direction – Downtown Development Authority Feasibility Assessment
- Discussion/Direction – Metro District code provisions
- FY 2024 2<sup>nd</sup> Reading of Budget Ordinances
- Discussion/Direction – Magnesium Chloride use on HWY 24
- Resolution \_\_ - Series 2023 A Resolution Approving the Town Manager’s Contract
- Ord\_\_ - Series 2023 (First Reading) An Ordinance Increasing Council Pay

### December 20, 2023 (TBD)

- Discussion/Direction – Battle Diligence Environmental Matters – Polly Jessen
- Ord\_\_ - Series 2023 (First Reading) An Ordinance Amending the Exemption Plat Process
- Ord\_\_ - Series 2023 (First Reading) An Ordinance Rezoning the Battle North Property
- Ord\_\_ - Series 2023 (First Reading) An Ordinance Amending Chapter 13 and Appendix C of the MMC to Exempt Battle North Water Service Requirements
- Ord\_\_ - Series 2023 (First Reading) An Ordinance Amending MMC Sec. 16-21-710(b)(2) Addressing Development Agreements and Vested Rights

- Ord\_\_ - Series 2023 (Second Reading) An Ordinance Increasing Council Pay

**Dates to be Determined:**

- Reassessment of the Minturn Single Family Equivalent (SFE) Definition
- Irrigation Tiered water rate structure
- Single Family Tiered Water Rate Structure