



**Wednesday, March 1, 2023
Regular Session – 5:30pm**

AGENDA

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

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

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/83164123443>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 831 6412 3443**

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 & 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.

3.1 February 15, 2023, Meeting Minutes Pg 4

3.2 146 N Main Street – Minturn Saloon – Reconstruction of Awning Pg 15

3.3 Liquor License: 146 North Main St – The Saloon annual renewal of a Hotel and Restaurant Liquor License, Connie Mazza, owner/manager Pg 44

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**

8.1 Manager Report Pg 48

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.

- Special Presentation – Eagle County Sheriff’s Office annual report
- Minturn Forward – Scot Hunn Pg 49

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

10.1 Ordinance 03 – Series 2023 (Second Reading) an Ordinance approving Bolts Reservoir IGA –Sawyer Pg 54

10.2 Resolution 07 – Series 2023, A Resolution Appointing Check Signers Pg 104

11. **DISCUSSION / DIRECTION ITEMS**

12. **FUTURE AGENDA ITEMS** Pg 106

13. **EXECUTIVE SESSION**

13.1 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)

- Battle Mountain

14. **ADJOURN**

INFORMATIONAL ONLY ITEMS

Upcoming Council Meetings:

- March 15, 2023
- April 5, 2023
- April 19, 2023



Wednesday, February 15, 2023
Executive Session – 4:30pm
Regular Session – 5:30pm

AGENDA

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

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MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 829 9239 3906**

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

1. CALL TO ORDER

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 a Regular Session.

2. EXECUTIVE SESSION

- 2.1 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)

- Waiver Request – Holland and Hart

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

Those present included: Mayor Earle Bidez (zoom), Mayor Pro Tem Terry Armistead, Town Council members Lynn Feiger, Gusty Kanakis, Kate Schifani, and Tom Sullivan (zoom).

Staff present: Attorneys Michael Sawyer, Hayley Siltanen (zoom), Susan Ryan (zoom), and Town Manager Michelle Metteer.

Note: Terry A. and Kate S. recused themselves from the Holland and Hart Waiver Request portion of the Executive Session due to a conflict of interest. George Brodin was excused absent.

Note: it was announced late in the meeting that George B. had resigned from the Town Council for personal reasons effective immediately (April 14, 2023). Until this was addressed by the council during the meeting he was listed as excused absent.

Motion by Gusty K., second by Lynn F., to convene in 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). Motion passed 5-0. Note Terry A. was excused from the Session due to a conflict of Interest and George B. was excused absent.

No direction was given as a result of the Executive Session.

1. CALL TO ORDER

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

2. ROLL CALL & PLEDGE OF ALLEGIANCE

Those present included: Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, Town Council members, Lynn Feiger, Gusty Kanakis, Kate Schifani, and Tom Sullivan (zoom).

Note: George B. was excused absent.

Staff present: Attorney Michael Sawyer (zoom), Planner Scot Hunn (zoom), Town Manager Michelle Metteer, Planner Madison Harris, and Town Clerk/Treasurer Jay Brunvand (zoom).

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

3.1 February 1, 2023, Meeting Minutes

- 3.2 Resolution 06 – Series 2023 a Resolution in support of the RAISE Grant application – Metteer
- 3.3 Revised Conflict Waiver – Holland and Hart

Motion by Gusty K., second by Lynn F., to approve the Consent Agenda of February 15, 2023 as presented. Motion passed 5-0. Note Terry A. recused herself from the vote due to a conflict of interest and George B. was excused absent.

4. APPROVAL OF REGULAR AGENDA Opportunity for amendment or deletions to the agenda.

Add 13.1 to receive direction to post for and appoint the vacant council seat

Motion by Gusty K., second by Lynn F., to approve the Agenda of February 15, 2023 as presented. Motion passed 6-0.

Note: George B. was excused absent

5. DECLARATION OF CONFLICTS OF INTEREST

Terry A. noted a conflict of interest will recuse from 12.3 due to conflict

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.

Mr. John Sheehan, Cemetery District Board President updated on the fencing issue. The main large vehicle gates have been closed as well as the man gates. People can enter but the wildlife are not able to work the electronic keypad. He stated they are working to modify the fence to alleviate any further animal concerns and expressed this is at the top of their to-do list. Council thanked the Cemetery District for their quick action on this matter.

Earle B. asked when the work would be done. It was stated it would be in the spring but reiterated that the gates are closed for animals, visitors can still enter. This should alleviate animals from entering and then not being able to get out without trying to jump the fence.

7. COUNCIL COMMENTS & COMMITTEE REPORTS

Gusty K. thanked all on the water repair in the railyard.

Terry A. updated on the community dinner and said the next one is on March 13 at 5:30pm. She updated on the summer concert series which will start after the 4th of July. This is the 13th year!

Earle B. announced that George B. has resigned from the Council for personal reasons. He was thanked for his years of work.

Terry A. noted the invaluable work George B. has done and his encouragement to remain ethical and positive. This sentiment was shared by the entire Council.

8. STAFF REPORTS

8.1 Manager Report

Water Leak – Railyard Service Line

A .6” service line leak in the railyard was found and turned off. This leak was losing approximately 70,000 gallons/day. Since the leak has been repaired, the town’s tank has recovered and is running at full capacity.

Water Service Lines

The Town asks property owners to please be cognizant of their service lines. A service line, if compromised in the wintertime, can be expensive to repair. These lines should be upgraded in advance of breaks. The Town is committed to reducing water loss, if private service lines break, either the private property is required to make the repair within five days, or the town will make the repair and bill the property owner.

Snow Removal 700-1000 Blocks Main Street

Public works removed snow, much of which was illegally dumped from the private properties adjoining HWY 24, between the 700 block and 1000 block of Main Street. **Moving forward, the Town will not allow any property moving snow onto the public right of way. The Town had previously tried to work with properties that had minimal snow storage due to small lot size, however that will no longer be the case.** Photos of the illegally dumped snow were included for review in the packet.

Earle B. felt this was a safety issue to the town and enforce the private snow into the Hwy 24 ROW and it was noted that residents can dump their snow at the snow dump for free (they must haul it there. Council requested this be placed on a future agenda for complete discussion. Tom S. hoped the discussion could be include encouraging heated driveways and snow melt.

Terry A. asked about the RAISE Grant and when we would hear about it. Michelle M. stated late spring and noted how competitive this process is.

8.2 2022 Q4 Update

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

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

10.1 Ordinance 03 – Series 2023 (First Reading) an Ordinance approving Bolts Reservoir IGA –Sawyer

Michael S. presented. He began with a discussion on how the process will work, that it will take years to accomplish, and that it is federal, state, and local permitting. They will begin at the federal and state level.

In February 2022, the Council passed Ordinance No. 03 – Series 2022 approving an intergovernmental agreement between the Town, the Eagle River Water and Sanitation District (“District”) and the Upper Eagle Regional Water Authority (“Authority”). (Ordinance attached) The February 2022 IGA contemplated that the parties would enter into a second intergovernmental agreement “outlining and satisfying how the requirements under Article 25 of the Minturn Municipal Code (the “1041 Regulations”) will be implemented as further information is generated for the Bolts Lake project.” Representatives of the Town and the District and Authority have worked on terms for the second IGA. Presented for Council’s consideration is the Intergovernmental Agreement Among the Town of Minturn, the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority for the Permitting of Bolts Lake Reservoir (“Second IGA”).

The major provisions in Second IGA are:

- Section 2 – The District and Authority will submit drafts of federal permit applications to Minturn for comments prior to submitting to the federal agencies. Minturn may participate in federal permitting processes and submit comments (albeit after communicating those comments to the District and Authority in an attempt to resolve concerns). Federal permits received by the District and Authority will satisfy similar provisions in the Town’s 1041 Regulations (e.g. a Federal wetlands permit would satisfy requirements related to wetlands under the 1041 Regulations).
- Section 3 – The District and Authority anticipate that a 1041 Permit application will be submitted when the design is approximately 80% complete. Once a 1041 Permit is approved, it will be good for 10 years. The District and Authority can request an extension for an additional 5 year period (although updated impacts to health, safety and welfare can be considered).
- Section 4 – This section identifies those provisions in the Town’s 1041 Regulations that will apply to a future application by the District and Authority. The Town’s 1041 Regulations contemplate many types of large-scale projects – not just reservoirs. As such, Town staff reviewed the numerous provisions in the 1041 Regulations and identified those that were applicable to a reservoir construction project.
- Section 5 – This section notes that the District and Authority will reimburse Minturn for its out of pocket legal and expert consulting costs associated with reviewing a future 1041 Permit application.
- Section 6 – This section discusses the process under which a future 1041 Permit application will proceed. This process is governed by the Town’s 1041 Regulations. It will include a public hearing on the District and Authority’s application.
- Section 7 – This section clarifies that building permits will only be required for structures contemplated under the International Building Code (“IBC”) and that building permits will not be required for things such as the dam, intake, pipelines and outlet (which are not IBC structures).

- Section 9 – This section memorializes a provision in the first IGA that exempted the District and Authority from posting financial security with the Town for the Reservoir’s construction costs. Staff believes that the Second IGA provides the additional context for processing a future 1041 Permit application contemplated by the initial IGA with the District and Authority.

Mike S. stated the ERWSD will have a representative at the next meeting.

Lynn F. asked if the lake were to be proposed at a larger size would we have the right to contest that? Mike S. stated the town, under the 1041 regulations we have adopted, yes we could review based on impact.

Terry A. asked if we could be reimbursed for any staff costs over a certain level? Mike S. stated the town could restrict hours of operations to reasonable periods, ensure other conditions, but not necessarily an impact fee.

Mike S. encouraged the Council to approve on first reading and then continue to ask questions at second reading. If they feel they are at an impasse of sort, they could continue or even deny at that point.

Terry A. asked is there a possibility that the existing entities could pull out and sell to an unknown party. Mike S. stated this IGA is developed based on the current plan and the current players. A change in either of those would most likely require a new 1041 application and approval process. Terry A. wanted to ensure that the applicants would reimburse the town for impacts caused by the project. Discussion ensued. Mike S. noted the intent was understood we would not issue a building permit for the dam but would on a building based on the building’s value not the entire project including the dam, etc. Mike S. will revisit this with the parties and ensure the language is appropriate for second reading.

Public Hearing Opened
No Public Comment
Public Hearing Closed

Motion by Terry A., second by Kate S., to approve Ordinance 03 – Series 2023 (First Reading) an Ordinance approving Bolts Reservoir IGA as presented. Motion passed 6-0.

- Mike S. will confirm language as discussed.

10.2 One Book One Valley Proclamation – Lori Ann Barns, Vail Public Library

Ms. Lori Ann Barns, Vail Public Library, presented this year’s selection for the county wide One Book One Valley The Downstairs Girl by Stacey Lee. Ms. Barns noted this is the 12th year of OBOV!

Earle B. read the proclamation into the record.

10.3 Ordinance 02 – Series 2023 (Second Reading) An Ordinance Renewing the Minturn Water Moratorium – Metteer/Sawyer

At this point Terry A. recused herself from the dias due to a conflict of interest.

In May 2020, the Council passed Ordinance No. 5, Series 2020 enacting a moratorium on the allocation of new SFEs of water service from the Town’s water system. The moratorium has been in place since 2020 having been renewed in February 2022. The 2020 water moratorium was in reaction to analyses of the Town’s capacity to supply water undertaken as part of the 2019 Capital Improvement Plan. The bases for the moratorium were both limitations on the Town’s ability to treat water (the aging water treatment plant) and limitations on the Town’s senior water rights (legal ability to divert water for use within the Town).

In the three years since the moratorium was enacted, additional data has been gathered and new circumstances arisen which require the Town to re-evaluate the water supply limitations in the 2020 moratorium. Specifically, the Town has hired the HDR Engineering to provide a more detailed analysis of the ability of the Town’s existing water treatment plant to meet current and future service needs. Further, the Town has continued to obtain guidance from water rights engineers Martin & Wood as to the Town’s capacity to provide water under the Town’s water rights. Updated information from both technical consultants is provided with this memorandum.

Limits on the Town’s Ability to Provide Water Service

The Town faces two significant obstacles to increasing water service beyond the current levels. These obstacles are legal limits on the Town’s ability to divert water from Cross Creek and limitations on the existing water treatment plant’s ability to deliver potable water to users.

With respect to the Town’s legal water rights, the Town currently only has infrastructure that can divert water from Cross Creek. While Cross Creek provides excellent quality source water most of the time, the Creek is subject to turbidity and water quality issues during certain periods of the year. In order to provide acceptable source water to the water treatment plant, the Town takes water from a mixture of the Town’s Cross Creek surface diversion and wells located along Cross Creek.

Increasingly, the wells located on Cross Creek provide an indispensable source of supply that is capable of being treated by the Town’s aging water treatment plant. **See Memorandum of Martin & Wood dated January 26, 2023.**

The Town’s senior water rights – the surface diversion and two wells – are subject to consumptive use limitations imposed by the Water Court in Case No. 07CW225. The consumptive use limitations restrict the Town’s ability to divert water from the senior water rights: (a) in annual amounts, (b) in monthly amounts, and (c) by individual structure. As discussed in the Martin & Wood memorandum, the Town historically derived approximately 30% of its source water from the two wells and consumptive use limitations were imposed based on that. Now, the Town is relying more heavily on the wells and is currently using them

to provide at least 50% of the water supply each month. As a result, the Town has reached the annual consumptive use limitation for one of the wells twice in the last 7 years.

The consumptive use limitations imposed by the Water Court create a material constraint on the Town's ability to serve additional growth in Minturn with Cross Creek water. While the Town has junior water rights, including for wells, which are not subject to the consumptive use limitations, these junior water rights require augmentation which is most likely needed in the summer and fall months (when Town water service is most in demand). The Town does not have infrastructure in place to deliver augmentation water to its points of diversion on Cross Creek. As such, the use of the Town's junior water rights to supply additional growth is unreliable.

As discussed in the Martin & Wood memorandum, the Town currently has an approximate 10% buffer on the monthly consumptive use limitations. The addition of 70 SFEs (an SFE is indoor and outdoor water usage for one residential unit) plus 120 in-door only water services connections which were reserved to the Eagle County School District in Ordinance No. 3 Series 2011, places the Town close to the 10% buffer.

The Town's water treatment plant is around 60 years old. It primarily utilizes slow sand filter technology – a treatment method that today is only used in 3 municipalities in Colorado. The Town also has a temporary Cartridge Filter and the ability to chlorinate water pumped from the wells. The water treatment plant has three filter beds. However, due to age and restrictions imposed by CDPHE, the two outdoor slow sand filters have been decommissioned, leaving only one filter bed operational. That leaves the Town's ability to treat water to meet service needs significantly restricted.

HDR Engineering has undertaken an analysis of the Town's ability to meet service needs, including growth, under "constrained" and "worst case" conditions. **See Memorandum of HDR dated January 24, 2023.** Consideration of restricted conditions at the Town's water treatment plant are critical due to the age of the infrastructure. HDR's "constrained" and "worst case" scenarios look at treatment capacity if Filter 3 is off-line (due to turbidity in the source water) and one of the Town's two wells cannot operate due to the consumptive use limitations imposed by Case No. 07CW225. HDR concludes that under the "worst case" scenario, the Town is able to meet the existing average daily demand and the maximum daily demand (assuming no growth). Under the "constrained" scenario, the Town can meet the average daily demand (including limited growth) but not the projected maximum daily demand. Maximum daily demands can be managed by imposing outdoor watering restrictions (maximum daily demands occur during the summer when irrigation is occurring) during temporary periods until the additional treatment capacity is brought back on-line.

The Town believes that a "worst case" scenario would be limited to a few weeks and short term water supply shortages can be addressed by irrigation limitations. The "constrained" scenario is an occurrence that could last for longer durations and therefore imposes a greater limitation on water service for additional growth. The limitations proposed in the proposed ordinance fall within the supply conditions of the constrained scenario.

The Proposed Moratorium Ordinance

Town Staff has concluded that the updated analysis of limitations on the Town's water system requires enacting a new water moratorium. The proposed moratorium ordinance contains the following provisions:

- A. Section 3 limits connections to the Town's water system to the historic number of SFEs used on a property (or collection of properties under the same or related ownership) *plus one SFE*. This is a reduction from the allowance provided in Ordinance 5, Series 2020 of historic use plus three SFEs. The "plus one" SFE will allow limited infill such as a homeowner adding an ADU to an existing house or the construction of a 1 SFE house on a vacant lot.
- B. Section 4 continues a moratorium on the processing of land use development applications which would result in water use exceeding the historic number of SFEs plus one SFE.
- C. Section 5 amends Resolution 22 – Series 2019 limiting the number of in-lieu water right dedication fees that can be paid to one SFE.
- D. Section 6 continues allocation of 70 SFEs of water service for the Minturn North project (if such project is approved). However, Section 6 terminates the reservation if a preliminary plan for the Minturn North project is not obtained by August 31, 2023 changed to September 30, 2023.
- E. Section 7 grandfathers certain development applications into provisions of Ordinance No. 5, Series 2020. The developments are: Minturn North, Belden Place, and Midtown Village. These three developments have approved concept development plan. This Section allows these three developments to continue with land use approval applications and to qualify for the historic use *plus three* SFEs. It should be noted that Belden Place cannot currently process land use applications because of the "automatic stay" provisions in the Town Code as a result of pending litigation.
- F. Section 8 modifies a provision in Ordinance No. 5, Series 2020 that allowed for applications to seek relief from the moratorium. No deviations from the moratorium are permitted under the ordinance as presented.

Staff recommends approval of the water moratorium ordinance in order to protect the health, safety and welfare of Minturn's water users.

Public hearing opened

Ms. Ruth Borne, Edwards, clarified that she felt it should read "the final Plat and the Final PUD not "or". Discussion ensued and it was agreed to state "and/or"

Public hearing closed

Motion by Gusty K., second by Lynn F. to approve Ordinance 02 – Series 2023 (second reading) An ordinance of the town of Minturn, Colorado continuing a Moratorium on the connection to the town’s water system and allocation of water service for projects in excess of the Historic water use as amended to reflect “final plat and or final PUD plan”. Motion passed 5-0. Note: Terry A. stood recused and George B. was excused absent. At this time Terry A. resumed her seat at the diaz.

11. DISCUSSION / DIRECTION ITEMS

Note: added during approval of agenda:

Michelle M. presented that it was announced that George Brodin had resigned from the Town Council for personal reasons effective February 14, 2023. Council reviewed a memo regarding the solicitation of letters of interest and the appointment of a new council member. This appointment would last through the April 2, 2024 election at which time the seat would be open for a four year seat.

Direction was to proceed with the appointment as outlined in the memo and discussed with an appointment date of March 15, 2023.

It was further directed to proceed with having Gusty as a check signer. This will be

12. FUTURE AGENDA ITEMS

- Illegal dumping

Michelle M. and Earle B. noted that the town would like to solicit volunteers to manage the dog waste stations throughout town. Please contact the Town for more information.

Committee re-assignments will be discussed once a new applicant is appointed.

13. ADJOURN

Motion by Kate S., second by Gusty K., to adjourn at 7:13pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

Town Hall Closed:

- February 20, 2023 – President’s Day

Upcoming Council Meetings:

- March 1, 2023
- March 15, 2023
- April 5, 2023

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Elliot Hovey
Sage Pierson
Tom Priest

To: Town Council
From: Madison Harris, Planner I
Date: February 23, 2023
Re: 146 North Main Street - Minturn Saloon - Awning Reconstruction

REQUEST:

Review and ratification of Planning Commission actions from their regular meeting of February 8, 2023. The following actions were taken by the Planning Commission, acting as the Minturn Design Review Board, which may be called-up for further review by the Minturn Town Council:

146 N Main Street - The Saloon

- Reconstruction of Awning

Please note that unless there are revisions or additions to the conditions proposed by staff during decision by the Planning Commission, staff will no longer be writing cover memos for items on the Consent Agenda. In this case there was an addition to the conditions recommended by staff.

INTRODUCTION:

At their regular meeting of February 8, 2023, the Planning Commission, acting as the Town of Minturn Design Review Board, reviewed the plans for the reconstruction of the awning on the front of 146 N Main Street - The Saloon. The plans approved by the DRB are for:

- **Reconstruction of Awning**

Site plans (exterior elevation renderings) are attached for reference.

No neighbors spoke at the DRB hearing where the DRB discussed the application in context to Chapter 16 – *Zoning*, and Appendix ‘B’ *Design Review Standards and Guidelines*, of the Town of Minturn Municipal Code (MMC).

The DRB unanimously supported the proposed construction as meeting the objectives and requirements of the MMC and design standards.

Ultimately, the DRB voted 3-0 to recommend approval of the proposal as a Final Plan review, with two conditions proposed by Town Staff, plus two conditions implemented by the Planning Commission:

1. The Applicant shall submit an updated Boundary Survey prior to the issuance of a building permit.
2. The Applicant and the Town shall execute an encroachment agreement prior to the issuance of a building permit.

3. An as built ILC will be required once the structure has been built to locate and mark everything that has been built in and out of the ROW.
4. The owner/contractor shall get and submit record of a Utility locate for the entire portion of the building that is in the ROW along the front walkway so that the Town knows where utilities are under that walkway and put that in the encroachment agreement.

ANALYSIS:

In reviewing the application, the Planning Commission considered the criteria and findings required by the Minturn Municipal Code, as well as testimony of staff and the Applicant. No members of the public spoke at the DRB hearing.

COMMUNITY INPUT:

No members of the public spoke at the DRB hearing. 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.

STRATEGIC PLAN ALIGNMENT:

The Planning Commission’s review of proposed development projects and their actions to approve final plans for individual projects, acting as the Town of Minturn Design Review Board, 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.

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:

Approve the following application on consent:

1. 146 N Main Street – The Saloon – Reconstruction of Awning

ATTACHMENTS:

- Staff Report for Planning Commission
- Application
- Letter of Intent
- Boundary Survey
- Plans
- Council Memo for Certificate of Appropriateness
- HPC Staff Report for Certificate of Appropriateness

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Elliot Hovey
Sage Pierson
Tom Priest

To: Planning Commission
From: Madison Harris, Planner I
Date: February 3, 2023
Re: 146 North Main Street - Minturn Saloon - Awning Reconstruction

REQUEST:

Review the Design Review Board application of 146 N Main Street - Minturn Saloon for the reconstruction of an awning on the west side of the structure, as well as two penetrations in the roof for a grease fan and a bathroom fan.

INTRODUCTION:

The property is zoned within the Old Town Character Area - Commercial Zone District. This project will not change impervious surface area or historic building coverage for the property. Per the Applicants letter of intent:

“During the current restoration of the Minturn Saloon, it was discovered that the front entry/ front walkway roof was in a dangerous state of disrepair. It posed a significant danger to the general public using the walkway in front of the Saloon. This application is to rebuild said roof in the same character as the original- retaining the slope and appearance of the original but with proper waterproofing and structuring (engineered beams, footings, and connection to building) with the intent that it will not need to be rebuilt in the near future.”

As part of this process, since 146 N Main Street - Minturn Saloon is designated a Historic Landmark via Ordinance 1 - Series 2023, a Certificate of Appropriateness needed to be applied for and granted by the Historic Preservation Commission. That was granted by the HPC at their regular meeting of January 24, 2023 and ratified by the Town Council on February 1, 2023 with the additional condition that an encroachment agreement be executed before construction of the walkway.

Encroachment Agreement

241.01 sq. ft. of this awning exists in the Town Right-of-Way. It covers a portion of sidewalk that people use on a daily basis whether that is people walking from the south side of the Eagle River to the Municipal Lot or school children from Taylor Avenue down to their school bus stop on Main Street. Encroachment agreements are instituted by Ordinance and typically come with a \$16.00/sq.ft. annual fee. Council, however, has agreed to waive this fee so long as the public value of an accessible, covered walkway remains for the extent of the encroachment.

ANALYSIS:

This awning is proposed to be in the same location as the previous one and built as similarly as possible. This location is shown on the Improvement Survey Plat provided in this packet. Because this is a reconstruction of less than 50% of the valuation of the structure, even though this portion encroaches into the Town ROW and thus violates setbacks, it does not need a variance and Chapter 16, Article 22, the Town’s non-conformities section, is not triggered.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve or approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions to the plans.

Issues

Improvement Survey Plat

The Improvement Survey Plat (also known as a Boundary Survey) that was submitted was done in 2005. Due to the fact that it shows the location of the awning, it is relevant to the Planning Commission’s review, however, according to Sec. 16-21-615 of the MMC the requirement is that the survey date must be within five [5] years of the project application date. It is staff’s opinion that a condition of approval be set so that an updated Boundary Survey be submitted before building permit issuance.

Encroachment Agreement

As this was a condition of approval for the Town Council to approve the Certificate of Appropriateness, an encroachment agreement needs to be executed prior to building permit issuance.

Staff is recommending **approval with conditions.**

1. The Applicant shall submit an updated Boundary Survey prior to the issuance of a building permit
2. The Applicant and the Town shall execute an encroachment agreement prior to the issuance of a building permit

ATTACHMENTS:

- Application
- Letter of Intent
- Boundary Survey
- Plans
- Council Memo for Certificate of Appropriateness
- HPC Staff Report for Certificate of Appropriateness

Design Review Application

Submission Info

User	50.211.252.105
Submission Id	e8597e98-5398-40d4-ae8-2ba3bfccc572
Start Date	11/2/2022 9:17:11 AM
Receipt Id	197021368
IP Address	50.211.252.105
Receipt Date	11/2/2022 10:32:49 AM
Status	Submitted
Workflow Completed Date	
Submitted Date	11/2/2022 10:32:49 AM

Response Data

Town of Minturn - Design Review Application - Project Information

Section Title: Project Information

Is this a Minor or Major DRB Project?:

Major

Project Name:

Minturn Saloon

Street Address:

146 N Main St

City:

Minturn

State:

Colorado

Zip:

81645

Zoning:

024 - MINTURN (TOWN) - 024

Application Request:

To rebuild the walkway roof in front of the Saloon in the same character as the original, but properly waterproofed and structured.

Town of Minturn - Design Review Application - Applicant Information

Section Title: Applicant Information

Name:

Nick Brechtel

Mailing Address:

2077 N Frontage Rd W Suite G

City:

Vail

State:

CO

Zip:

81657

Phone:

8602279566

Email:

nick@vailarchitects.com

Is the Property Owner different than the Applicant?:

Yes

Town of Minturn - Design Review Application - Property Owner Information

Section Title: Property Owner Information

Name:

Los Amigos - Property Company LLC

Mailing Address:

245 Park Ave FL 44

City:

New York

State:

NY

Zip:

10167-4400

Phone:

9703762823

Email:

anthonymazza.cc@gmail.com

Town of Minturn - Design Review Application - Additional Information

Section Title: Additional Information

Lot Size:

.208

of Stories:

1

Type of Residence:

Snow Storage (sq ft):

of Bedrooms:

Building Footprint (sq ft):

3371

of On-site Parking Spaces:

17

Total Impervious Surfaces (sq ft):

4563

Town of Minturn - Design Review Application - Uploads

Section Title: Submittal Checklist Requirements (as applicable)

Letter of Intent:

[Minturn Saloon Letter of Intent 11.2.22.pdf](#)

Vicinity Map:

[Saloon Access DRB.PNG](#)

Improvement Location Certificate of Survey (ILC or ILS):

[Minturn Saloon Property Survey 2005.pdf](#)

Site Plan:

[A0-06 - SITE PLAN.pdf](#)

Preliminary Building Plans and Elevations:

[A1-02a - LEVEL 1- PROPOSED.pdf](#)

[A2-01 - NORTH ELEVATION.pdf](#)

[A2-02 - EAST ELEVATION.pdf](#)

[A2-03 - SOUTH ELEVATION.pdf](#)

[A2-04 - WEST ELEVATION.pdf](#)

[S1-02c - Structural Entry Roof.pdf](#)

[A0-00 - COVER.pdf](#)

Architecture Details – Materials Board:

[A0-03 - EXTERIOR MATERIALS.pdf](#)

Town of Minturn - Design Review Application - Applicant Review & Signature

Minor DRB Fee:
\$75.00

Major DRB Fee:
\$200.00

Section Title: Applicant Signature

I declare under penalty of perjury in the second degree that the statements made in the above application are true and complete to the best of my knowledge.:

true

Signature:
Nick Brechtel

Date:
11/01/2022

Data Fields

Name	Nick Brechtel
Address1	
Address2	
City	
State	
Zip	
Phone	
Email	nick@vailarchitects.com
CompanyName	

Payment Info

:
:
:
Unknown
:

During the current restoration of the Minturn Saloon, it was discovered that the front entry/ front walkway roof was in a dangerous state of disrepair. It posed a significant danger to the general public using the walkway in front of the Saloon. This application is to rebuild said roof in the same character as the original- retaining the slope and appearance of the original but with proper waterproofing and structuring (engineered beams, footings, and connection to building) with the intent that it will not need to be rebuilt in the near future.

IMPROVEMENT SURVEY PLAT BOOCO'S ADDITION TO THE TOWN OF MINTURN, LOT 5 & LOT 6, BLOCK B TOWN OF MINTURN - COUNTY OF EAGLE - STATE OF COLORADO

SECTION 26, T5S, R81W

DESCRIPTION

Lot 5 and Lot 6, Block B, Booco's Addition to the Town of Minturn, according to the Plat thereof dated 1890 and recorded in the Office of the Clerk and Recorder, Eagle County, State of Colorado.
AND
That parcel described in Book 58, Page 364, as filed for record in the Office of the Clerk and Recorder, Eagle County, State of Colorado.
Both Containing a Total of 0.164 acres more or less.

NOTES:

- 1) Survey Date October 27, 2005 & April 16, 2006.
- 2) Street Address: 0146 North Main Street.
- 3) The Legal Description and Record Deed Lines were derived from the plat for Booco's Addition to the Town of Minturn, Title Commitment No. 614-H0054498-061-80, dated May 4, 2005 by First American Heritage Title Company, and Book 58, Page 364 of the Eagle County Clerk and Recorder Records.
- 4) BASIS OF BEARING: N 89°53'28" E between the West 1/4 Corner GLO Brass Cap on 1" Iron Pipe set 1942 and the West Center 1/16 Corner being 3" Aluminum Cap on 2" Aluminum Pipe stamped LS 7235, set 1981.
- 5) Property may be subject to prescriptive rights associated with the existing asphalt and overhead utilities shown hereon.
- 6) Property is subject to any increase or decrease in the area of land which may be created or caused by accretion or reliction, whether natural or artificial, and the effect of the gain or loss of area by accretion or reliction to the title of said real property. The meander line shown hereon is based upon the existing toe of the bank Eagle River on the date of the survey.
- 7) Surveyor does not warrant or certify to the integrity of any Digital Data supplied in conjunction with this map and survey.

I, Theodore J. Archibeque, a Registered Professional Land Surveyor in the State of Colorado, hereby certify that this IMPROVEMENT SURVEY PLAT was done by me or under my direct supervision, and that it was performed using the standard care and practice used in the area at the time of the survey. This certification is not a guarantee or warranty, either expressed or implied. The Notes hereon are a part of this certification.



Theodore J. Archibeque PLS 37902
Colorado Professional Land Surveyor

COUNTY SURVEYOR'S CERTIFICATE

Deposited this 30 day of MAY, 2006, at 2 P.M. in Book 1 of the Eagle County Surveyor's Land Survey Plats/Rights-of-Way Surveys at Page 592, Reception Number 592.

County Surveyor

Archibeque Land Consulting, Ltd

~ Professional Land Surveying & Mapping ~

105 Capitol Street, Suite 5 - P.O. Box 3893

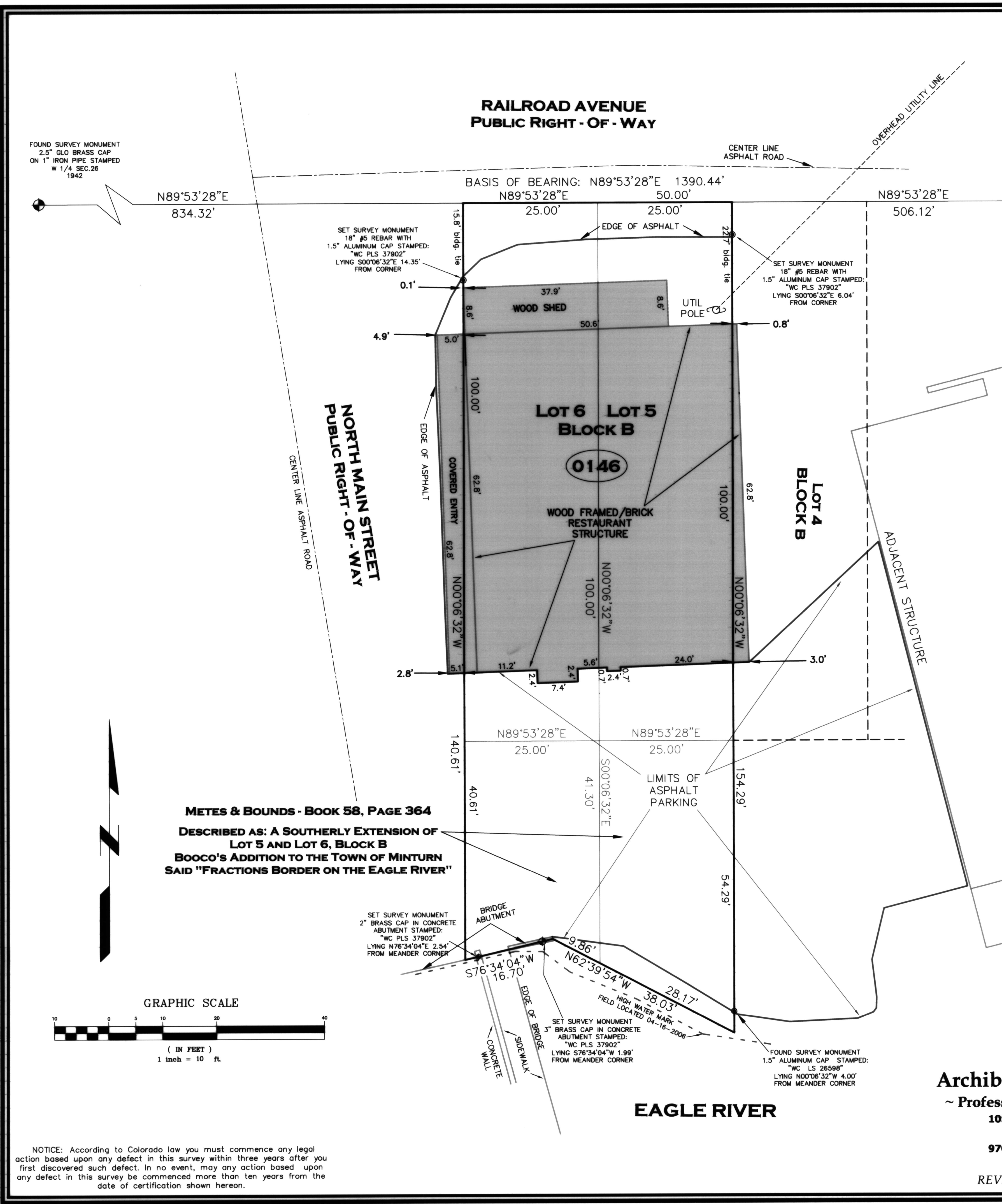
Eagle, Colorado 81631

970.328.6020 Office 970.328.6021 Fax

REVISED: 04-18-06 BOUNDARY, ADDED MONUMENTS / HIGH WATER MARK

IMPROVEMENT SURVEY PLAT BOOCO'S ADDITION TO THE TOWN OF MINTURN, LOT 5 & LOT 6, BLOCK B TOWN OF MINTURN - COUNTY OF EAGLE - STATE OF COLORADO

DRAWN BY: TJA	JOB NUMBER: 05090	DRAWING NAME: 05090-LSP.DWG
SHEET 1 OF 1	DATE: 10-24-05	CHECKED BY: CAP



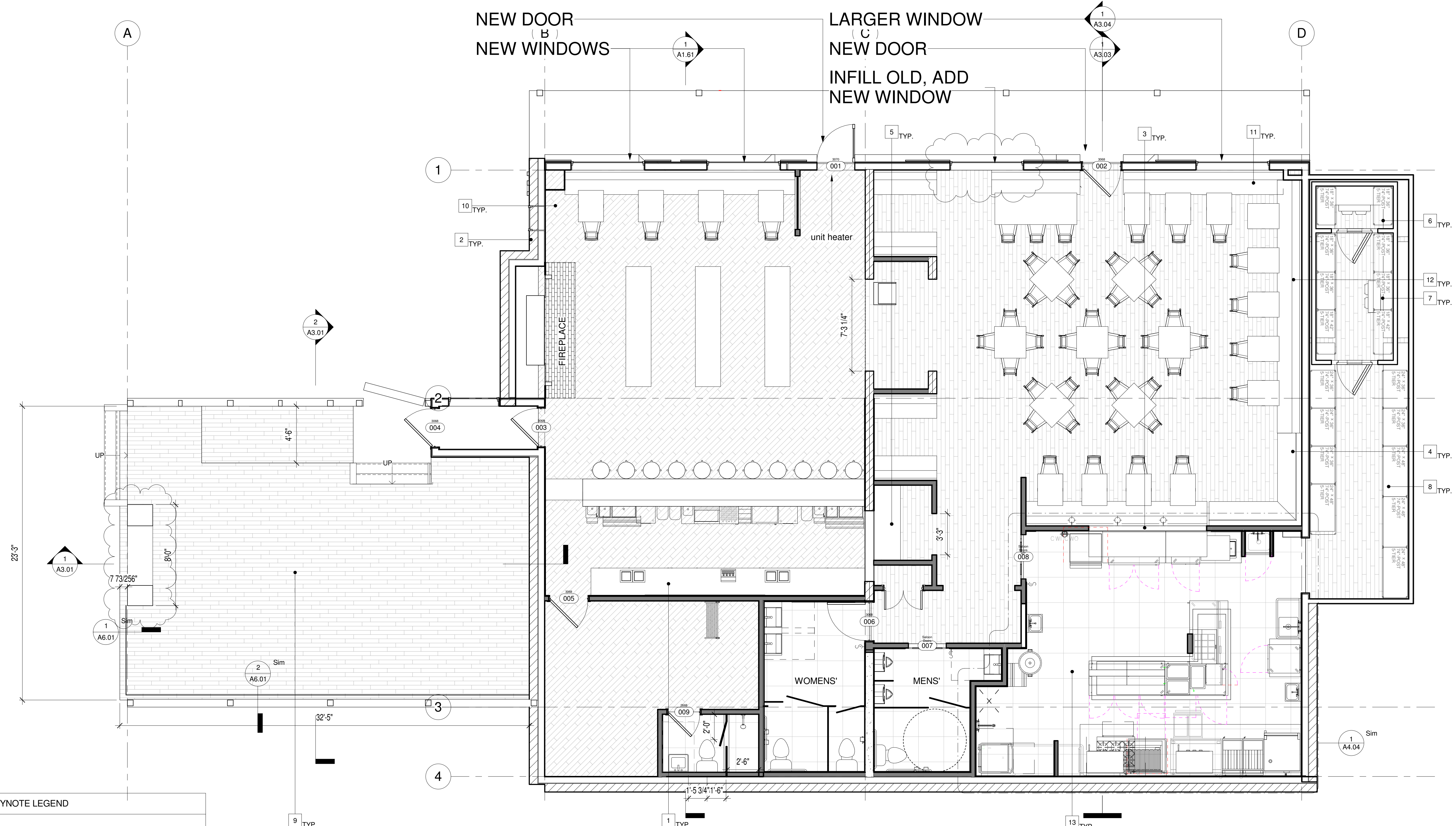


DEMO LEGEND

█	WALLS TO BE DEMOLISHED
	NEW WALLS
	EXISTING WALLS

12/01/21
ROOF STRUCTURE

DATE	NO.	DESCRIPTION
5.3.22	1	WINDOW REVISION
5.3.22	2	EXT. FIREPLACE

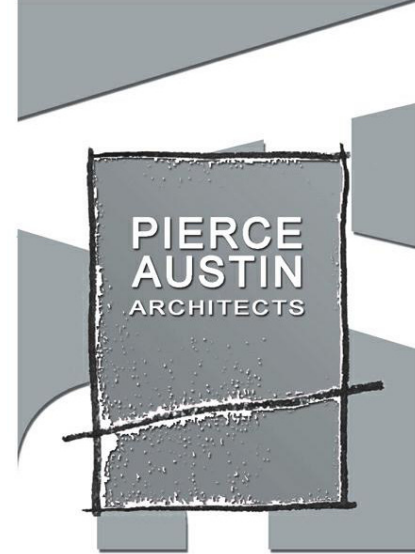


KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
1	CLASSIC BAR TO BE RELOCATED BEHIND NEW EXTENDED BAR
2	SHED ROOF OVER WOOD STORAGE
3	54" SILL HEIGHT @ PASS THROUGH
4	JOHN WAYNE BOOTH- NEW PULL OUT TRUNDLE STAGE BELOW
5	WAIT STATION @ HALF WALL
6	WALK- IN FREEZER
7	WALK- IN REFRIGERATOR
8	DRY STORAGE
9	NEW FIREPIT @ PATIO
10	FLOORING @ BAR AREA TO HAVE LINOLEUM REMOVED
11	FLOORING @ DINING AREA TO BE RESURFACED
12	13' X 10' POP UP STAGE W/ MIRROR BEHIND
13	PROTECT- ALL FLOORING

MINTURN SALOON
146 MAIN ST MINTURN, CO
Project Number - 2191

NOT FOR CONSTRUCTION



www.vailarchitects.com
2077 N Frontage Rd W, Unit G
Vail, Colorado 81657
(970)476-6342

17 EXISTING PARKING SPACES PROVIDED

LEVEL 1- PROPOSED

A1.02a

1 LEVEL 1- PROPOSED
1/4" = 1'-0"



To: Mayor and Council
From: Madison Harris, Planner I
Date: January 26, 2023
Agenda Item: Certificate of Appropriateness - 146 N Main Street - Minturn Saloon

Request:

Review of Historic Preservation Commission (HPC) actions from the regular meeting of January 24, 2023. Additionally, add as a condition of approval the requirement for the execution of an Encroachment Agreement. The following actions were recently taken by the HPC which has been put on the agenda for review by the Minturn Town Council:

146 North Main Street, Minturn Saloon – Certificate of Appropriateness Approval

Introduction:

At their regular meeting of January 24, 2023, the HPC reviewed the plans for the reconstruction of an awning that had to be removed due to integrity issues while replacing the roof, as well as the addition of two penetrations in the roof for a grease fan and a bathroom fan. Plans call for the replacement of the awning as similarly as possible to the original construction. A staff report and exterior elevation renderings are attached for reference.

The HPC discussed the proposed reconstruction in context to the Secretary of the Interior’s *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*, as adopted by the Town of Minturn Municipal Code Section 19-5-30. The HPC unanimously supported the proposed project as meeting the objectives and requirements of the MMC and the Secretary of Interior’s Guidelines.

Ultimately, the HPC voted 4-0 to issue a Certificate of Appropriateness to the Applicant, choosing Option 1 of the two given options describing methods of construction of the awning. Option 1 was represented as the sturdier option of construction of the two.

Community Input:

One citizen spoke during the public hearing in favor of Option 1.

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 19-5-20 Alteration hearing.

Analysis:

In reviewing the application, the HPC considered the criteria and findings required by the Minturn Municipal Code, as well as the testimony of staff, the Applicant, and Lynn Teach of Pine Street who provided testimony.

Discussion by the HPC focused on the proposal's overall conformance with the requirements of Chapter 19 – *Historic Preservation* of the Town of Minturn Municipal Code, and the Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*.

Condition of Approval:

An encroachment agreement is required as part of this project is occurring within the public right of way. Staff recommends approving the certificate of appropriateness upon condition of a completed encroachment agreement. The encroachment fee is set at \$16.00/sf. The encroachment area is 241.01 sq. ft., therefore the encroachment fee per year would be \$3856.16. Staff recommends this fee be waived annually so long as the public value of an accessible, covered walkway remains for the extent of the encroachment.

Budget/Staff Impact:

TBD.

Strategic Plan Alignment:

The Historic Preservation Commission's review of Certificate of Appropriateness applications, 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.

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:

Ratify the Town of Minturn HPC action to issue a Certificate of Appropriateness to 146 N Main Street - Minturn Saloon.

Attachments:

- Staff Report
- Certificate of Appropriateness application

To: Minturn Historic Preservation Commission
From: Michelle Metteer
Date: January 20, 2023
Agenda Item: Certificate of Appropriateness for 146 N Main Street (Minturn Saloon)



REQUEST:

Review the Certificate of Appropriateness application of 146 N Main Street (Commonly known as the Minturn Saloon) based on the criteria outlined in the Minturn Municipal Code Sec. 19-5-30, citing as findings of fact for this recommendation, and public testimony.

Address: 146 N Main Street
Zoning: Old Town Character Area – Commercial Zone
Owner: Los Amigos – Property Company LLC (locally Connie and Anthony Mazza)
Applicant(s): Nick Brechtel, Pierce Austin Architects

CASE SUMMARY:

A Certificate of Appropriateness application has been submitted for the Historic Landmark located at 146 N Main Street known as the Minturn Saloon. Staff reviewed and deemed the application complete. As such, staff scheduled a public hearing for the Historic Preservation Commission meeting on January 24, 2023. Adjacent properties, the applicant, and the owner of 146 N Main Street were notified via certified mail, and a notice placed in the Vail Daily 10 days before the public hearing.

CERTIFICATE OF APPROPRIATENESS CRITERIA & EVALUATION; CHAPTER 19 MINTURN MUNICIPAL CODE:

To be granted a Certificate of Appropriateness, in accordance with Chapter 19, Minturn municipal Code, the application must be complete, and the proposal must meet the following criteria:

MMC Sec. 19-5-30. Review Criteria.

- (a) Compliance with any Historic Preservation Design Guidelines adopted by the Town Council for historic properties and/or contributing properties within historic districts.
- (b) Compliance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, including the Standards for Rehabilitation.

CRITERIA EVALUATION

Town staff found that the application for Certificate of Appropriateness demonstrates that the proposal meets the following criteria.

A. Rehabilitation

The Secretary of the Interior defines rehabilitation as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. (U.S. Dept. of

the Interior, 2017)

According to the standards for rehabilitation as set forth by the Secretary of the Interior, the following standards staff believes are met:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

Response: The Saloon has been in business since 1901, and it continues to operate as that. This has required little change to its distinctive materials, features, spaces and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

Response: Unavoidably due to structural integrity issues, the previous awning had to be removed from the building to ensure public safety. Since the awning is a distinctive characteristic and recognizable feature of the building, the Applicant proposes to replace this portion of the structure with the design and material similar in nature to the original awning.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

Response: While the awning might not be original to the building from 1901, it should still be classified as a feature with historic significance to the building and should be preserved. The contractor proposes to recreate the original awning with a similar design and materials as the original.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

Response: The new feature proposed (as depicted on Sheet A0.00) proposes to match the old awning as much as possible. As part of the rehabilitation of the interior there will also need to be two roof penetrations for the grease and bathroom fan. This is shown on Sheet A7.00 and will need to be approved through the Certificate of Appropriateness process as it affects the exterior of the building.

B. Restoration

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of

features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project. (U.S. Dept. of the Interior, 2017)

According to the Secretary of the Interior's standards for restoration:

1. A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

Response: The Saloon has been in business since 1901, and it continues to operate as that. This has required little change to its distinctive materials, features, spaces and spatial relationships.

6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

Response: The Minturn Saloon reflects the "false front" style of architecture that was reminiscent of buildings around the time of the California gold rush in the 1860's and shortly thereafter. The preface of this architecture was to make simple sheds and gable roof buildings appear larger and more important. This also allowed for easier visualization of signs on storefronts as the false front would block the view of everything behind it.

False fronts can be seen on many of the buildings from Minturn's original Main Street and is primarily utilized for commercial purposes but rarely seen on residential structures. The Saloon's flat roof, decorative brickwork and flush entrance are all architectural examples from the early 20th century architectural era. (Walker, 2015)



Photo Credit: Vail Daily, December 2021

As seen in this photo, the awning provided a covered walkway for pedestrians north of Bellm Bridge. This is a distinctive feature of the building and business that has operated since the early 1900's.

C. Reconstruction

Reconstruction is defined by the Secretary of the Interior as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape,

building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location. (U.S. Dept. of the Interior, 2017)

According to the standards for reconstruction by the Secretary of the Interior, staff believes the following are met:

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

Response: This awning was previously standing only a few months ago, and there are many photos (like the one included above) that depict the Saloon with this awning.

4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

Response: The awning required removal in late 2022 due to structural issues, but the Applicant is proposing to reconstruct the awning/walkway in the same location and in as similar a manner as possible (see Sheet A0.00 for the rendering of the proposed project and Sheet S1.02c for the comparison of the original interior structure and the new proposed).

PUBLIC REVIEW PROCESS:

Town staff has met all posting and notification requirements delineated in Chapter 19, Sec 19-4-10 identifying legal notice procedures follow established guidelines as set forth in MMC. Sec. 16-21-610. Adjacent properties, the applicant, and the owner of 146 N Main Street were notified via certified mail by January 14, 2023, and a notice placed in the Vail Daily 10 days before the public hearing.

PUBLIC COMMENTS:

Public comments are being accepted via planner1@minturn.org until January 24, 2023 at 4:00 p.m. via letter to the Planning Department at 301 Boulder St #309, Minturn, CO 81645 by January 24, 2023 at 4:00 p.m., or in person at the public hearing on January 24, 2023 at 5:30 p.m.

RECOMMENDED ACTION OR PROPOSED MOTION:

Grant a Certificate of Appropriateness for the Saloon located at 146 N Main Street for the proposed plans.

ATTACHMENTS:

- Certificate of Appropriateness Application

REFERENCES:

- U.S. Department of the Interior, National Park Service, & Technical Preservation Services. (2017). *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings* (A. Grimmer, Ed.) [Review of *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*]. National Park Service; U.S. Department of the Interior, National Park Service. <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf>, <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>.
- Walker, Lester. (March 10, 2015). *American Homes: The Landmark Illustrated Encyclopedia of Domestic Architecture*. Black Dog & Leventhal.



To: Mayor and Council

From: Jay Brunvand

Date: March 1, 2023

Agenda Item: Renewal of a Hotel and Restaurant Liquor License

REQUEST:

Staff is requesting Council to review and approve the attached Renewal application for a Hotel and Restaurant Liquor License for The Minturn Saloon LLC., 146 N. Main St, Constance Mazza Owner/Manager.

INTRODUCTION:

The Minturn Saloon is up for annual renewal of their liquor license. Although they are closed for remodel, they still need to maintain their active license or face the entire New Application process which is much more time consuming and much more expensive.

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

N/A

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.

Submit to Local Licensing Authority

**THE SALOON
 PO BOX 2653
 Edwards CO 81632**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 550.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name THE MINTURN SALOON LLC		Doing Business As Name (DBA) THE SALOON	
Liquor License # 03-16248	License Type Hotel & Restaurant (city)		
Sales Tax License Number 95016729-0000	Expiration Date 04/18/2023	Due Date 03/04/2023	
Business Address 146 NORTH MAIN STREET Minturn CO 81645			Phone Number 9708275954
Mailing Address PO BOX 2653 Edwards CO 81632		Email theminturnsaloon@gmail.com	
Operating Manager Connie Mazza	Date of Birth 02/22/88	Home Address 117 Tallgrass, Gypsum, CO, 81637	Phone Number 914 886 8857
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 12/2035			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input 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 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

We have a liquor license for Village Bagel LLC in Edwards, CO.

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
<i>Connie Mazza</i>	<i>Owner</i>	
Signature	Date	
<i>Connie Mazza</i>	<i>1/14/23</i>	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
<i>TOWN OF MINTURN</i>		
Signature	Title	Attest
	<i>Mayor</i>	



TOWN OF MINTURN
P.O. Box 309 (302 Pine Street)
Minturn, Colorado 81645-0309
970-827-5645 Fax: 970-827-4049
treasurer@minturn.org

**FROM THE DESK OF
JAY BRUNVAND, TREASURER/FINANCE**

MEMORANDUM

To: Mike Sawyer, Attorney
Scott Peterson, ECSO/Minturn
CC:
Date: 2/23/23 1:21 PM
RE: Liquor License

Attached please find a copy of a Hotel and Restaurant Liquor License application for the Minturn Saloon at 146 North Main Connie Mazza Owner/Manager. Although this establishment is currently closed for remodel they do need to maintain their liquor license in order to not have to lose their status. I have reviewed the application and conducted an onsite inspection which resulted in no issues. I am forwarding it on to you for further review and your report. I will be recommending approval on the Consent Agenda to Council at the March 1, 2023 Council Meeting.

Please let me know if you have any questions or concerns, which I may be able to answer.

Thanks, jay



To: Minturn Town Council
From: Michelle Metteer
Date: March 1, 2023
RE: Town Manager Update

Downtown Development Authority – Business Learning Sessions

Business owners have been invited to attend either in-person or virtual sessions with Minturn economic development and representatives from Downtown Colorado Inc. to learn about the process and benefits of a Downtown Development Authority. These educational sessions will culminate at the March 15, 2023 council meeting where interested business owners will come to council for the discussion of the town funding an economic analysis for determining the estimated potential revenue of a DDA over a 30 year period. This analysis will also provide the recommended geographical boundaries based on redevelopment opportunities and how that would influence the revenue potential. Estimated cost for the economic analysis is \$5,000.

\$1M STAG / Congressional Directed Spending EPA Technical Correction Request

Through multiple meetings with representatives of the EPA and State Revolving Fund Minturn is now moving forward with requesting support from the town's congressional and senate offices for the submission of a technical correction letter. This letter will request the \$1M in funds originally approved for construction of the new concrete water tank be redirected for the approved use toward a new water treatment plant. The initial draft letter has been reviewed by the EPA and now Minturn seeks support from Senators Bennett and Hickenlooper as well as Congressman Neguse. Once these three offices have confirmed their support, the letter requesting this correction will be formally submitted to the EPA where it is expected to take four to six months to work its way through the approval process.

Eagle County Mayors/Managers Meeting

Mayor Earle Bidez and I attended the quarterly mayors/managers meeting with the collective representatives of all municipalities within Eagle County. At this meeting several discussions moved forward. Efforts to start consolidating the region-wide housing efforts will start taking place. Avon, Vail and Eagle County will take the lead on this effort. Also, DEI (diversity, equity and inclusion) efforts are underway in almost all municipalities within the county. I have joined the Colorado City and County Managers Association DEI committee and will be seeking further education in this area for implementation in Minturn as appropriate.

Community Garden Lease Renewal

Annually, the area formally known as "Not a Park" is leased to the Minturn Community Fund for the purposes of a community garden between the months of May and October. Representatives of the Minturn Community Fund have again expressed their interest in spearheading the summer community offering. The lease has been signed by both parties and anyone interested in obtaining a plot at the garden should contact the Minturn Community Fund: www.minturncommunityfund.org.



To: Mayor and Council
 From: Scot Hunn, Planning Director
 Date: February 24, 2023
 Agenda Item: Minturn Forward Code Update Project Kickoff

REQUEST:

Staff to present the Minturn Forward Land Use and Subdivision Code Update project.

INTRODUCTION:

The Town has for several years identified the completion of a comprehensive update and overhaul to Chapters 16 and 17, Zoning and Subdivision regulations, respectively, of the Minturn Municipal Code as a strategic priority.

Having started and stopped code update work several times over the past five years, and following the adoption of the new 2023 Minturn Community Plan, staff is now in a better position to re-start and complete a comprehensive assessment and update to Chapters 16 & 17.

Project goals include:

1. Align the code with the Town’s Strategic Plan.
2. Implement policies and strategies of the 2023 Minturn Community Plan.
3. Create a more complete, consistent, and user friendly set of land use and development regulations using clear graphics and non-technical writing/terms wherever possible.
4. Craft regulations and processes that fit Minturn and address important community issues.

The project is anticipated to take 12-14 months to complete. Staff is proposing a four phase process:

Phase	Key Tasks	Timeline
Phase I: Kickoff & Public Outreach	<ul style="list-style-type: none"> ● Public Information Campaign ● Stakeholder Groups ● Focus Groups ● Advisory Committee 	March - July 2023
Phase II: Code Assessment	<ul style="list-style-type: none"> ● Technical Code Assessment ● Code Assessment Report - present to Planning Commission and Council ● Produce “Road Map” for drafting new regulations (establish priorities for drafting) 	May - August 2023

Phase III: Drafting	<ul style="list-style-type: none"> • Prepare and present drafts of specific chapters/sections based on roadmap • Review initial drafts first with Planning Commission prior to presenting final drafts to Council 	Aug. 2023 - Jan. 2024
Phase IV: Public Review & Adoption	<ul style="list-style-type: none"> • As draft code updates are finalized, those will be reviewed publicly by the Planning Commission before being presented for adoption by the Council • All meetings to review proposed code amendments will be advertised • Any amendments including changes to zoning or any other standard affecting private property rights will require notice sent to individual property owners 	January - March 2024

ANALYSIS:

The Town’s land use, zoning, and subdivision code chapters and sections are a barrier to efficient, transparent governance. These chapters and sections, like many municipal zoning and subdivision codes, were originally adopted decades ago and have been amended numerous times creating conflicting and inconsistent language and policies, as well as confusing and inefficient situations for citizens, staff, developers, and decision makers when interpreting intent and applying requirements fairly across all land use proposals.

The Minturn Forward Code Update Project will directly address the 2023-25 Strategic Plan as well as the newly adopted 2023 Minturn Community Plan. Specific and relevant strategies and objectives of both plans include:

2023-25 Strategic Plan:

- *Funding permitting - Complete the Minturn Municipal Code Chapter 16 rewrite for better communication regarding code expectations across all zoning areas.*
- *Implement the 2022 Community Plan short-term goals and strategies while continuing to refine prioritization of medium- and long-term goals and strategies as funding allows.*

2023 Community Plan:

- Objective 1.1: Provide and follow a cohesive, forward-thinking land use plan for the Town.*
- Objective 1.2: Promote a fairer, simplified development process in Minturn.*
- Objective 1.3: Increase resident accessibility to zoning and land use information.*
- Objective 2.5: Support the vitality and affordability of the 100 Block by incentivizing second-story residential development, ADUs and infill.*

- Objective 3.3: Pursue land use changes that support Minturn’s tax base and economic growth; plan future development on important catalyst sites, including Dowd Junction.*
- Objective 3.6: Ensure that the Town’s zoning and development code supports and encourages commercial development and redevelopment in key commercial districts while preserving historic character.*
- Objective 4.1: Continue implementing the recommendations of the 2019 Housing Action Plan.*
- Objective 4.6: Prioritize housing for full-time residents; ensure that residents of all ages and income levels are able to find housing.*
- Objective 4.8: Ensure that PUD regulations and policies contain provisions that will create full-time resident housing, particularly at Dowd Junction and Martin Creek.*
- Objective 5.2: Refine development regulations and standards and pursue other initiatives to promote efficiency and sustainable practices in residential and commercial buildings.*
- Objective 5.3: Prioritize resilience by proactively preparing for and mitigating potential impacts of natural hazard.*
- Objective 6.1: Develop shared parking and curbside management strategies in the 100 Block area based on parking management study.*
- Objective 6.2: Identify Minturn’s role in a regional transit authority and in facilitating expansions to ECO Transit service and/or Town of Vail transit service; capitalize on the growth of mass transit infrastructure and ridership to support infill and/or transit-oriented development in Minturn.*
- Objective 6.3: Envision an interconnected network of sidewalks and trails for walking and biking that connects Minturn’s neighborhoods, commercial areas, and recreational opportunities.*
- Objective 6.7: Monitor impacts to Highway 24.*
- Objective 7.1: Encourage a vibrant public realm in Minturn that emphasizes arts, stewardship, access to the Eagle River, and outdoor fun.*
- Objective 7.5: Encourage safe and responsible access to trails and recreation opportunities on forest service land adjacent to Minturn.*
- Objective 7.6: Support the growth of Little Beach Park and the surrounding area as a hub for recreation and community events.*
- Objective 8.1: Implement the objectives of this community plan in a thoughtful and collaborative manner.*
- Objective 8.2: Inform & engage residents in community development.*

Achievement of project goals will result in an intuitive, right-sized, and easily accessible and understood set of land use, development, and subdivision regulations and processes.

COMMUNITY INPUT:

The Minturn Community Plan Update project included significant public outreach and opportunities for members of the community to provide input during the year-long project. Similarly, the Minturn Forward Code Update Project will be built around multiple community engagement opportunities throughout the process.

During the first phase of the project, staff will facilitate a coordinated public information campaign using the Town's website, direct mailings, and the Town newsletter to announce the kick-off to the project and to inform stakeholders about project timelines, milestones and opportunities to get involved. Information will be updated during the project using these same tools.

Community input will be solicited during the project as well through the use of stakeholder groups, focus groups, and the formation of an advisory committee to guide the project. Additionally, input will be gathered as drafts of the new code sections are presented to the Planning Commission during public meetings and workshops.

Importantly, prior to the adoption of any new land use or subdivision regulations affecting private property rights, public notice will be provided to all affected residents, and staff will present proposed code revisions to the Planning Commission and the Town Council in public meetings and/or work sessions.

BUDGET / STAFF IMPACT:

Staff anticipates minimal budgetary impacts stemming from the Minturn Forward Code Update project as they relate to direct purchasing of equipment or materials, or the need for significant outside professional consultation services. Rather, much of the work to coordinate and implement public outreach and meeting facilitation will be done in-house. Direct mailings and other communications requiring printing or other materials may have a small impact on the budget.

Staff impacts include staff time and resources directly related to community outreach and advertisement of meetings. Additionally, a significant amount of Planning Department resources will be necessary to oversee the project, facilitate outreach and the gathering of community input, performing a code assessment, as well as drafting and presenting reports and new code sections for review.

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.

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:

No motion necessary.

ATTACHMENTS:

None.

Glenwood Springs – Main Office

201 14th 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: February 10, 2023

TO: Minturn Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Second IGA with Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority

In February 2022, the Council passed Ordinance No. 03 – Series 2022 approving an intergovernmental agreement between the Town, the Eagle River Water and Sanitation District (“District”) and the Upper Eagle Regional Water Authority (“Authority”). (Ordinance attached) The February 2022 IGA contemplated that the parties would enter into a second intergovernmental agreement “outlining and satisfying how the requirements under Article 25 of the Minturn Municipal Code (the “1041 Regulations”) will be implemented as further information is generated for the Bolts Lake project.”

Representatives of the Town and the District and Authority have worked on terms for the second IGA. Presented for Council’s consideration is the Intergovernmental Agreement Among the Town of Minturn, the Eagle River Water & Sanitation District and the Upper Eagle Regional Water Authority for the Permitting of Bolts Lake Reservoir (“Second IGA”). The major provisions in Second IGA are:

Section 2 – The District and Authority will submit drafts of federal permit applications to Minturn for comments prior to submitting to the federal agencies. Minturn may participate in federal permitting processes and submit comments (albeit after communicating those comments to the District and Authority in an attempt to resolve concerns). Federal permits received by the District and Authority will satisfy similar provisions in the Town’s 1041 Regulations (e.g. a Federal wetlands permit would satisfy requirements related to wetlands under the 1041 Regulations).

Section 3 – The District and Authority anticipate that a 1041 Permit application will be submitted when the design is approximately 80% complete. Once a 1041 Permit is approved, it will be good for 10 years. The District and Authority can request an extension for an additional 5 year period (although updated impacts to health, safety and welfare can be considered).

Section 4 – This section identifies those provisions in the Town’s 1041 Regulations that will apply to a future application by the District and Authority. The Town’s 1041 Regulations contemplate many types of large-scale projects – not just reservoirs. As such, Town staff reviewed the numerous

provisions in the 1041 Regulations and identified those that were applicable to a reservoir construction project.

Section 5 – This section notes that the District and Authority will reimburse Minturn for its out of pocket legal and expert consulting costs associated with reviewing a future 1041 Permit application.

Section 6 – This section discusses the process under which a future 1041 Permit application will proceed. This process is governed by the Town’s 1041 Regulations. It will include a public hearing on the District and Authority’s application.

Section 7 – This section clarifies that building permits will only be required for structures contemplated under the International Building Code (“IBC”) and that building permits will not be required for things such as the dam, intake, pipelines and outlet (which are not IBC structures).

Section 9 – This section memorializes a provision in the first IGA that exempted the District and Authority from posting financial security with the Town for the Reservoir’s construction costs.

Staff believes that the Second IGA provides the additional context for processing a future 1041 Permit application contemplated by the initial IGA with the District and Authority.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 03 – SERIES 2023**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO APPROVING AN INTERGOVERNMENTAL
AGREEMENT AMONG THE TOWN OF MINTURN, THE
EAGLE RIVER WATER AND SANITATION DISTRICT,
AND THE UPPER EAGLE REGIONAL WATER
AUTHORITY FOR PERMITTING OF BOLTS LAKE
RESERVOIR.**

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, C.R.S. section 29-20-105 authorizes and encourages local governments to cooperate and contract with other units of government for such purposes as joint planning, land use regulation, zoning, development and other related regulations; and

WHEREAS, the Eagle River Water and Sanitation District (“District”) and the Upper Eagle Regional Water Authority (“Authority”) have acquired property in the Town of Minturn for the purposes of constructing the Bolts Lake Reservoir; and

WHEREAS, the Town has enacted certain regulations exercising powers over land use matters that pertain to areas and activities of statewide interest (“1041 Regulations”); and

WHEREAS, the Town, the District and the Authority entered into an intergovernmental agreement related to Bolts Lake Reservoir in February 2022 which contemplated a second intergovernmental agreement specifically addressing the 1041 Regulations; and

WHEREAS, the Town Council finds and determines that adoption of this Ordinance is necessary for the best interests of the Town and the preservation of the public peace, health, safety and its property.

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 Town of Minturn Town Council hereby approves and authorizes the Mayor to sign the Intergovernmental Agreement Among the Town of Minturn, the Eagle River Water and Sanitation District, and the Upper Eagle Regional Water Authority for Permitting of Bolts Lake Reservoir.

* * *

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 15th DAY OF FEBRUARY 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 1ST DAY OF MARCH 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 1ST DAY OF MARCH 2023.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

**INTERGOVERNMENTAL AGREEMENT AMONG THE TOWN OF MINTURN, THE
EAGLE RIVER WATER & SANITATION DISTRICT AND THE UPPER EAGLE
REGIONAL WATER AUTHORITY FOR PERMITTING OF
BOLTS LAKE RESERVOIR**

This Agreement dated March 1, 2023 is among the Town of Minturn (“Minturn”), Eagle River Water & Sanitation District (“District”) and the Upper Eagle Regional Water Authority (“Authority”) (referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Parties entered into that Intergovernmental Agreement dated February 2, 2022 (the “**February IGA**”), which, among other matters, required the Parties to enter into this Agreement.

B. The District is the owner of an historical reservoir property located within Minturn’s municipal boundaries which the District and Authority intend to construct into a storage reservoir (the “**Reservoir**”).

C. WHEREAS, The Town has, set forth in Article 25 of the Minturn Municipal Code (“MMC”) (the “**1041 Regulations**”), certain requirements and criteria related to the construction of major facilities of public utilities, such as the Bolts Lake Reservoir (MMC Sec. 16-25-30(3)). The formal permitting process under the 1041 Regulations can be fulfilled by entering into an intergovernmental agreement with an implementing governmental entity addressing the various requirements of the 1041 Regulations (MMC Sec. 16-25-40(8)). A copy of the 1041 Regulations as they existed at the time of the IGA are attached as **Exhibit B**.

D. The February **IGA** set forth certain terms related to the application of the 1041 Regulations to the Reservoir and required that the Parties enter into this Agreement.

E. This Agreement constitutes an intergovernmental agreement entered into to implement the 1041 Regulation requirements.

F. The Parties anticipate that compliance with the 1041 Regulations will be split into two segments, with Tier 1 to address outside agency compliance, and Tier 2 to address local construction impacts. In addition, the Project is subject to certain state and federal permitting requirements, which permits will satisfy a significant portion of the requirements pursuant to the 1041 Regulations.

AGREEMENT

1. Term of IGA Incorporated. The Parties hereby incorporate the terms of Section 9, Land Use Approvals, of the IGA into this Agreement.
2. Federal, State and Local Permits. The District and Authority will submit applications for, and must receive various federal, state and local permits as listed on **Exhibit A** (the “Agency Permits”). Receipt of the Agency Permits shall satisfy the 1041 Regulations including but not limited the review criteria set forth in Section 16-25-340 of the 1041 Regulations, except as specifically set forth herein.
 - a. Prior to submitting applications for any Agency Permit, the District and Authority will provide to Minturn copies of the Agency Permit application for review and comment. Minturn shall have 30 days from receipt of the application materials to submit comments to the District and Authority. If Minturn does not provide any comments within such time period, Minturn shall be deemed to have consented to the District and Authority submitting the application as presented. The District and Authority will incorporate Minturn’s comments, unless such comments create unreasonable delay or cost increases, as determined by the District and Authority in their sole discretion.
 - b. Minturn may participate in the National Environmental Policy Act (“NEPA”) process as a cooperating entity.
 - c. Minturn may independently submit comments and participate in any permit review process undertaken by a federal, state or local agency. Minturn will provide a minimum of 14 days’ notice to the District and Authority before submitting such comments. Minturn agrees to work in good faith with the District and Authority to address the substance of the Town’s comments and if a resolution is reached Minturn agrees to withdraw the comments, in whole or in part, from the permitting agency’s consideration.
 - d. Subject to receipt and Minturn’s review of applicable Federal permits, Minturn will submit a letter of support for the District and Authority’s application for a 1041 Permit from Eagle County for Bolts Ditch.
3. 1041 Permit.
 - a. The Parties anticipate that the District and Authority will submit a permit application pursuant to Section 16-25-250 of the 1041 Regulations (the “1041

Permit”) when the design for the Reservoir is approximately 80% completed, and prior to beginning construction of the Reservoir. Modification of the timeline for submittal of the application is in the District and Authority’s sole discretion, construction of the Reservoir will not be undertaken until a 1041 Permit has been issued by Minturn. Minturn agrees that the Agency Permits satisfy meaningful portions of the 1041 Permit requirements, and agree that the submission requirements are set forth in Section 4 herein.

- b. The Parties agree that once issued, the 1041 Permit shall be for a period of 10 years, as further set forth below.
 - i. If construction has not commenced within such 10-year period, the District and Authority may request an extension of the 1041 Permit for an additional 5 years. Any such extension will be brought before the Minturn Town Council for consideration and approval, denial, or approval with conditions; however, the Parties agree that the extension will not require a new public hearing. As part of the extension, the Parties will evaluate whether there are any new impacts to public health, safety and welfare that need to be addressed in the 1041 Permit.
 - ii. Once construction has commenced, the 1041 Permit shall be extended so long the planning, design, and construction of the Reservoir proceed diligently (“Construction Period”). Construction of the Reservoir shall be deemed to be diligent so long as there is not more than a 150 consecutive day period where no on-the-ground construction activities occur.
 - iii. Once the Reservoir is substantially complete, the 1041 Permit shall be valid for the life of the Reservoir. During the Construction Period, Minturn waives the ability to revoke or suspend the permit solely due to the time to start, take substantial steps to initiate the permitted activity, or complete the design, construction, or other work on the Reservoir. In addition, Minturn shall not require amendments to the 1041 Permit for changes that are consistent with the original intended scope and use of the Reservoir pursuant to Section 16-25-380(b) of the 1041 Regulations”.
 - c. Minturn consents to future transfers of the 1041 Permit to government successors of the District and/or Authority (as described in paragraph 14(a)). The District and/or Authority will provide notice of any such transfer to Minturn as soon as practicable.
4. 1041 Permit Submission Requirements. The District and Authority are subject to the permitting requirements per MMC Sec. 16-25-30(3) and 16-25-220(a) and will obtain a

permit from the Permit Authority. The application for the 1041 Permit shall encompass the following requirements of the 1041 Regulations:

- a. The District and Authority shall address the requirements contained in MMC Sections: 16-25-270 (1); (2) a., b., c.; (3) a., b., c., d., e., g., i., k.; (4)a.1 and 7.; (6); (8); (9) a., b., h.; (12); (17); (18); (19); (20); (21); (22); (23); (24); (25); (26); (27) and (28).
 - b. The District and Authority shall not address the requirements contained in MMC Sections: 16-25-270 (2) d and e; (3) f, h and j; (4) a. 2.-6.; (4) b and c; (5); (7); (9) c through g, i and j; (10); (13); (14); (15); and (16).
5. Application and Review Fees. In recognition of the significant regional benefit and specific benefits to Minturn from the Reservoir, Application fees for the 1041 Permit are waived. The District and Authority will reimburse the Town for its cost of outside legal, consultant or expert review of information submitted under provisions of the IGA and as part of the 1041 Permit application as provided in MMC Sec. 16-25-260(b), unless waived per MMC Sec. 16-25-260(c). However, as much of the review process will be satisfied by the Agency Permits, the Parties agree that the scope of the items to be reviewed by Minturn are those listed in Section 4(a) herein.
6. Permit Review and Processing.
- a. Prior to submitting a 1041 Permit application, the District and Authority will complete a pre-application conference as described in MMC Sec. 16-25-240.
 - b. Minturn may send the application out for referral comments as described in MMC Sec. 16-25-290. The Parties agree that appropriate outside review agencies could include the Colorado Division of Transportation, utility providers, and the Colorado Division of Wildlife. Homeowner's associations, and local governments such as municipalities and special districts are not intended to be identified as referral agencies.
 - c. In satisfaction of MMC 16-25-270(11), as part of its application materials the District and Authority shall submit a title commitment evidencing that there are no severed mineral rights associated with the property subject to receiving a 1041 Permit.
 - d. The Minturn Town Council shall conduct a public hearing to consider the 1041 Permit application. Minturn shall notice the public hearing on a Town Council agenda and shall publish once in a newspaper of general circulation at least 30 days prior to the public hearing. No notice by mailing nor posting shall be required.
 - e. The public hearing shall be conducted in accordance with the requirements of MMC Sec. 16-25-310 and 16-25-320 and approved only in accordance with the criteria identified in MMC Sec. 16-25-340.

- f. Once approved, the 1041 Permit shall be issued in accordance with MMC Sec. 16-25-350.
7. Building Permits. The District and Authority shall obtain building permits for structures as defined under the version of the International Building Code adopted by Minturn. Building permit fees for structures that are subject to building permit, if any, shall be assessed solely on the value of the structure requiring a building permit and not on the value of the Reservoir project as a whole. The District and Authority shall not be required to obtain design review approval as described in MMC 16-21-615. Furthermore, the Parties agree that construction of the following structures shall not be subject to building permits: dam, intake structure, pipelines, spillway, and outlet.
8. Agreement is All-Inclusive. 1041 Regulations not identified herein are agreed by the Parties to not be applicable. The Parties further agree that any changes to the 1041 Regulations adopted by Minturn after February 2, 2022 shall not apply to construction of the Reservoir.
9. No Financial Security. As part of issuing a 1041 Permit, Minturn shall not require that the District and Authority post any financial security for the construction of the Reservoir.
10. Remedies.
 - a. The terms of this Agreement shall be specifically enforceable.
 - b. Prior to enforcing in Court any remedy for breach of this Agreement, the party asserting that such a breach has occurred shall give the other party written notice thereof including a description of the alleged breach and citation to the relevant provisions in this Agreement. The party against whom a breach is asserted shall have fourteen (14) days after such notice is sent in which to cure the breach.
11. Defense of Permits. The parties agree to cooperate in the event of a legal challenge to a 1041 permit that has been issued. In the event of a legal challenge to a 1041 Permit, the provisions of MMC Sec. 16-25-260(d) shall control; however, nothing in MMC Section 16-25-260(d) or this Agreement shall be construed as a waiver of the District or Authority's right to recover attorney's fees and costs from any third party
12. Recording. This Agreement and all exhibits attached to this Agreement shall be recorded in the records of Eagle County, Colorado.

13. No Waiver. Nothing contained herein shall constitute a waiver by Minturn, the District or the Authority as against any third party of their respective rights of immunity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or a waiver of any rights these parties may have under the Colorado Recreational Use Act, C.R.S. § 33-44-101 et seq.

14. Assignment

- a. The District and Authority may assign its interests and obligations under this Agreement to each other or to a government successor of the District and/or Authority, such as a consolidated district or authority.
- b. The terms of this Agreement shall be binding on the parties' successors and assigns.

15. Counterparts. This Agreement may be executed in counterparts.

16. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Colorado. In the event of a dispute involving this Agreement, such dispute shall be heard in the District Court for the State of Colorado in Eagle County.

17. Notice. Any notice or communication required pursuant to this Agreement shall be in writing and may be given either personally, or by email with a printed copy sent via First Class U.S. Mail. If given by email and U.S. Mail, notice shall be deemed to have been given and received on the date that the email was sent. If personally delivered, notice shall be deemed to have been given and received on the date delivered to the party to whom it is addressed. Any party may, by giving written notice, designate any other address or person in substitution of or in addition to the names and addresses contained herein. Such notice and communication shall be given to the parties at the addresses set forth below:

If to Town: Town of Minturn
 Town Manager
 302 Pine Street
 P.O. Box 309
 Minturn, CO 81645
 manager@minturn.org

With Copy To: Michael Sawyer, Esq.
 Karp Neu Hanlon
 P.O. Drawer 2030

Glenwood Springs, CO 81602
mjs@mountainlawfirm.com

With Copy To: Holland & Hart
600 Main Street #104
Aspen, CO 81611

If to District/Authority:

Eagle River Water and Sanitation District
Upper Eagle Regional Water Authority
Attn: General Manager and Director of Engineering & Water
Resources
846 Forest Road,
Vail, CO 81657
sroman@erwsd.org
jcowles@erwsd.org

With Copy To: Kathryn Winn, Esq.
Collins, Cole, Flynn, Winn & Ulmer
165 South Union Blvd., Suite 785
Lakewood, CO 80228
kwinn@cogovlaw.com

With Copy To: Kristin Moseley, Esq
Somach Simmons Dunn
2033 11th Street, Suite 5
Boulder, CO 80302
kmoseley@somachlaw.com

18. Construction. The parties represent that they have been represented by legal counsel in the drafting of this Agreement and that the parties have each had the full opportunity to participate in the drafting and review of the document. The parties agree that this Agreement shall not be interpreted or construed in favor of, or against, any party based upon such party being characterized as the “drafting party.”

Exhibit A

FEDERAL PERMITS	
<u>TIER 1</u>	<u>TIER 2</u>
404 Permit (USACOE/USFS/USEPA)	Work Plan Approval (USEPA)
Section 7 Consultation for Endangered Fish Recovery Program (US Fish & Wildlife Service, CPW)	
Historic Preservation Act/Cultural Clearance (USACOE)	
State Permits	
<u>TIER 1</u>	<u>TIER 2</u>
Section 401 Clean Water Act Permit (Colorado Water Quality Control Commission)	Construction Dewatering Permit (CDPHE)
	Construction Stormwater Management Permit (CDPHE)
	Air Pollution Control Permit (CDPHE)
	State Hwy Access Permit (CDOT)
	Dam Safety Division Design Review (Colorado Division of Water Resources)
LOCAL PERMITS	
<u>TIER 1</u>	<u>TIER 2</u>
Eagle County 1041 Permit (Eagle County)	Floodplain Permit (Town of Minturn)
	Union Pacific Railroad Right-of-Way Crossing Permit (UPRR)

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 03 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF MINTURN AND
THE EAGLE RIVER WATER AND SANITATION
DISTRICT AND THE UPPER EAGLE RIVER WATER
AUTHORITY**

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, C.R.S. § 29-20-105 authorizes and encourages local governments to cooperate and contract with other units of government for such purposes as joint planning, land use regulation, zoning, development, and other related regulations; and

WHEREAS, the Eagle River Water and Sanitation District (“District”) and Upper Eagle River Water Authority (“Authority”) have contracted to purchase various property interests from Battle North in order to construct Bolts Lake reservoir; and

WHEREAS, the Town owns various real property and water rights interests associated with Bolts Lake; and

WHEREAS, various entities associated with the Battle Mountain development, including Battle North, are obligated under agreements with the Town to construct Bolts Lake and provide the Town with 160 acre-feet of storage in the reservoir; and

WHEREAS, the entities associated with Battle Mountain have defaulted on their Bolts Lake obligations; and

WHEREAS, the Town desires to have Bolts Lake constructed by the District and Authority and cooperate in the development of Bolts Lake with respect to the real property and water rights interests the Town possesses; and

WHEREAS, the Town will receive various benefits identified in the Intergovernmental Agreement; and

WHEREAS, by entering into the Intergovernmental Agreement the Town will partially mitigate the damages flowing from the breaches of agreements by the entities associated with the Battle Mountain development related to the failure to construct the Bolts Lake reservoir; and

WHEREAS, the Town Council finds and determines that adoption of this Ordinance is necessary for the best interests of the Town and the preservation of the public peace, health, safety and property.

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 Town of Minturn Town Council hereby approves and authorizes the Mayor to sign the Intergovernmental Agreement between the Town of Minturn and the District and Authority regarding Bolts Lake.

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 25th DAY OF JANUARY, 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 2ND DAY OF FEBRUARY, 2022 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 2ND DAY OF FEBRUARY, 2022.

TOWN OF MINTURN, COLORADO

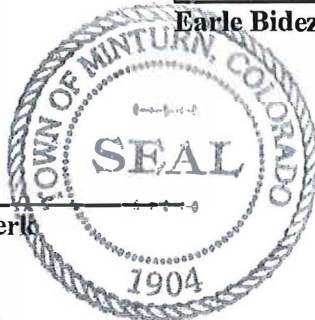


Earle Bidez, Mayor

ATTEST:

By: 

Jay Brunvand, Town Clerk



**INTERGOVERNMENTAL AGREEMENT AMONG THE TOWN OF MINTURN, THE
EAGLE RIVER WATER & SANITATION DISTRICT AND THE UPPER EAGLE
REGIONAL WATER AUTHORITY**

This Agreement dated February 2, 2022 (“Effective Date”), is among the Town of Minturn (“Minturn”), Eagle River Water & Sanitation District (“District”) and the Upper Eagle Regional Water Authority (“Authority”) (the “Agreement”).

A. Whereas, the District and Authority have an integrated water system that provides municipal water service from the Town of Vail to Wolcott.

B. Whereas, the District provides sanitation service from Vail to Wolcott, including Minturn.

C. Whereas, Minturn’s jurisdictional boundaries are included within the District for sanitation purposes, but not for water purposes, and Minturn operates its own independent water system within its municipal boundaries.

D. Whereas, Minturn has requested that the District provide Minturn with augmentation water to serve needs within Minturn’s jurisdictional boundaries.

E. Whereas, the District has an available augmentation water supply which has a current cash-in-lieu price of \$43,000 per acre-foot.

F. Whereas, the District and Authority have contracted with Battle North, LLC (“Battle North”) to purchase land within Minturn’s municipal boundaries for construction of Bolts Lake storage reservoir, conditional water rights, easements and additional commitments (the “Battle North Agreement”).

G. Whereas, the Battle North Agreement provides for conveyance of Battle North’s conditional water rights in Bolts Lake and Bolts Ditch as well as the real property underlying the Bolts Lake location to the District and Authority;

H. Whereas, the Battle North Agreement commits the District and Authority to provide a series of augmentation credit options for Battle North to develop its property (the “Battle North Augmentation Options”) and be served with domestic water supplies by Minturn, should Minturn be willing to provide physical water service, or alternatively for the District and Authority to provide physical water service if Minturn declines water service.

I. Whereas, the District and Authority desire to own, construct and operate Bolts Lake to meet existing and future water service obligations for the region.

J. Whereas, the District and Authority have filed an application for water rights, augmentation and exchange for Bolts Lake in Case No. 21CW3029 in the Water Court in and for Water Division No. 5 (the “Water Court”).

K. Whereas, the District and Authority have filed an application for water rights, augmentation and exchange for various augmentation options in Case No. 21CW3030 in the Water Court.

L. Whereas, Minturn has filed Statements of Opposition to the applications in Case Nos. 21CW3029 and 21CW3030.

M. Whereas, Minturn also owns conditional water storage rights in Bolts Lake which list Bolts Ditch as a source of fill.

N. Whereas, Minturn and multiple entities called the “Ginn Entities”, a prior owner and developer of the Bolts Lake property, entered into a Water Service Agreement on February 27, 2008 (the “WSA”), which provided for conveyance to Minturn of conditional water rights, included an easement for constructed storage capacity in Bolts Lake (the “Easement”), and required the Ginn Entities to provide replacement storage and capacity to the Town if Bolts Lake was not constructed within a five-year period.

O. Whereas, Minturn recorded the WSA on March 27, 2008 in the real property records of the Eagle County Clerk and Recorder at Reception No. 200806743.

P. Whereas, almost fourteen (14) years have passed since the WSA was executed and recorded and the District and Authority estimate that it will take a minimum of ten (10) years to construct Bolts Lake following acquisition of the Bolts Lake reservoir property.

Q. Whereas, the District and Authority have offered to Minturn use of augmentation water supplies as defined herein.

R. Whereas, Minturn recorded the Easement on October 7, 2021 in the real property records of Eagle County Clerk & Recorder at Reception No. 202122820.

S. Whereas there is disagreement between Minturn and the current owner and developer of the Bolts Lake property, Battle North, regarding the obligations set forth in the WSA.

T. Whereas, the District and Authority intend to close on the purchase outlined in the Battle North Agreement by February 9, 2022.

U. Whereas, the District and Authority desire to obtain clear title to the Bolts Lake property without a formal condemnation proceeding, and in connection therewith have requested that Minturn release the Easement and WSA from the Bolts Lake property.

V. Whereas, the District and Authority desire to obtain the right to divert water from Bolts Ditch to fill Bolts Lake and in connection therewith have requested that Minturn take certain actions to support the District's and Authority's efforts to obtain necessary approvals to operate Bolts Ditch.

W. Whereas, the parties desire to enter into an intergovernmental agreement in satisfaction of the formal permitting process under Article 25 of the Minturn Municipal Code.

X. Whereas, the District and Authority desire to secure Minturn's cooperation on the operation and filling of Bolts Lake.

Y. Whereas, Minturn is entering into this Agreement, in part, to mitigate damages it believes arise from Ginn's and/or Battle North's failure to construct Bolts Lake pursuant to the WSA.

Z. Whereas, Minturn is a permitting authority for the construction and operation of Bolts Lake.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Water Service Agreement and Easement. Minturn agrees that for purposes of the WSA and Easement, neither the District nor the Authority shall be treated as a "successor" or "assign" of the Ginn Entities or Battle North; nor shall the WSA or the Easement be deemed to have been assigned to the District or Authority; and Minturn will not look to the District and/or Authority for enforcement of outstanding obligations, if any, under the WSA or Easement. No later than March 16, 2022, Minturn will record a Release of the Easement and WSA in the form attached hereto as **Exhibit A** (the "Release"). The District and Authority agree not to interfere with any enforcement of the WSA or Easement or any claims that Minturn may have against Battle North under the WSA or Easement, however, if the District and/or Authority (or a successor entity of either) construct Bolts Lake, Minturn shall not claim rights to any storage capacity, including enforcement of the Easement or WSA, in Bolts Lake.

2. Provision of Supplemental Augmentation Water to Minturn. (a) As consideration to Minturn for effecting clear title through the release of the Easement and WSA as set forth in Section 1 herein, the District and Authority shall provide without charge of cash-in-lieu fees to Minturn a source of augmentation water in the amount of 20 acre feet to shore up augmentation supplies for Minturn's water rights ("Supplemental Augmentation Supply"). The present cash-in-lieu price of the Supplemental Augmentation Supply is \$860,000. The Supplemental Augmentation Supply shall be a use right, and not a title conveyance, and shall consist of a mix of storage water and historic consumptive use credits chosen annually by the District/Authority in their sole discretion.

(b) The Supplemental Augmentation Supply shall be legally available to augment depletions associated with Minturn's points of diversion on Cross Creek and the Eagle River (at or above Dowd Junction).

(c) The Supplemental Augmentation Supply shall be provided to Minturn upon entry of a full and final judgement and decree in Case No. 21CW3030.

(d) Until such time as a full and final judgement and decree is entered in Case No. 21CW3030, upon Minturn's request the District shall provide to Minturn the Supplemental Augmentation Supply (up to 20 acre feet) from its Eagle Park Reservoir Project supply, for augmentation of out-of-priority depletions under Minturn's plan for augmentation decreed in Case No. 07CW225.

3. Provision of Augmentation Options. The District/Authority shall reserve and grant to Minturn an option to obtain the right to the perpetual deliveries and use of water to augment the municipal diversions in Minturn up to a maximum of 55 acre feet of augmentation water (the “Minturn Option”). The water provided pursuant to the Minturn Option shall be a use right, and not a title conveyance, and shall consist of a mix of storage water and historic consumptive use credits chosen annually by the District/Authority in their sole discretion (the “Option Water”). The Option Water shall be legally available to augment depletions associated with Minturn’s points of diversion on Cross Creek and the Eagle River (at or above Dowd Junction). The Minturn Option may be exercised in an amount of up to 30 acre feet upon entry of a full and final judgement and decree in Case No. 21CW3030, and the option period shall extend for 30 years from the Effective Date of this Agreement. The remaining 25 acre feet of the Option Water may only be exercised after such time as Bolts Lake Reservoir is constructed and operational, and shall extend for (i) 30 years from the Effective Date of this Agreement, or (ii) 15 years from the date upon which Bolts Lake Reservoir is constructed and operational, whichever occurs later. Such option period may be extended upon mutual agreement of the parties. The District and Authority shall provide notice to Minturn at such time as Bolts Lake Reservoir is constructed and operational in accordance with paragraph 26 below. The Minturn Option shall not be subject to the “first come, first serve” policy of the District/Authority. The price for the Option Water shall be the cash in lieu fee of the District/Authority then in effect (for in-district rates) at the time Minturn exercises any portion of the Minturn Option. It is anticipated that the Option Water shall be paid for by developers of future residential and commercial properties within Minturn’s service area, however, Minturn may also pay applicable cash in lieu fees in order exercise the Minturn Option directly for usage within its municipal water system. If Minturn wishes to request additional augmentation supplies from the District and Authority after the Minturn Option has been fully exercised or has expired, the District and Authority will evaluate Minturn’s request for additional water at that time.

4. Annual OM&R. (a) The District shall also assess Minturn an annual operations, maintenance and capital replacement fee (“OM&R”) associated with the Supplemental Augmentation Supply and the volume of Option Water exercised pursuant to the Minturn Option based on a pro-rata share of costs based on the percentage of single family equivalents in Minturn compared to the percentage of single family equivalents in the District’s service area. Operations, maintenance and capital replacement fees unrelated to the Supplemental Augmentation Supply and the Option Water shall not be included in the OM&R fee assessed to Minturn. A description of the OM&R fee and the component costs as would be assessed in 2022 is attached as **Exhibit B**. This Exhibit is attached to give an example of the types of operations, maintenance, and capital replacement items that are associated with the Supplemental Augmentation Supply and will be associated with the Option Water upon any exercise of the Minturn Option; but recognizing that the exact OM&R components and costs may change over time as the District develops and changes the elements of its augmentation water supplies. The District will provide Minturn with a breakdown of the OM&R fee associated with the Supplemental Augmentation Supply and the Minturn Option on an annual basis.

(b) Minturn shall commence payment of OM&R fees on the Supplemental Augmentation Supply upon entry of a full and final decree in Case No. 21CW3030. If Minturn requests the District to provide the Supplemental Augmentation Supply for augmentation under Case No. 07CW225 (as described above in paragraph 2(d)) prior to entry of a full and final judgement and decree in Case No. 21CW3030, then Minturn shall commence payment of OM&R fees on that portion of the Supplemental Augmentation Supply made available at such time.

(c) Minturn shall commence payment of OM&R fees on the Option Water on such amounts and at such time as the cash in lieu fee is paid to the District and Authority. For the first year that OM&R fees are paid by Minturn, OM&R fees shall be pro-rated based upon the day of the year on which the final decrees are entered or the cash in lieu fee is paid divided by the total number of days in the year.

5. Subsequent Water Augmentation Agreements. The parties will enter into subsequent water augmentation agreements that set forth detailed terms for the provision of Supplemental Augmentation Supply and the Option Water purchased pursuant to the Minturn Option, in the form attached hereto as **Exhibit C**. In recognition that Minturn released its rights in its permanent Easement, the Supplemental Augmentation Supply and Option Water purchased pursuant to the Minturn Option shall be made available by the District and Authority on a permanent basis. However, the subsequent water augmentation agreements shall have set terms (99 years) with an automatic renewal provision, to avoid concerns with the rule against perpetuities. The subsequent water augmentation agreements will be recorded in the public records of Eagle County. The parties will also prepare and record an annual joint statement

identifying Option Water secured by Minturn in the public records of Eagle County on an annual basis.

6. Obligation to purchase Option Water. During the option period described in Paragraph 3, Minturn shall require that all Town water users shall secure a perpetual use right to Option Water to fulfill any cash in lieu payment obligations provided for under the Minturn Town Code. Any water use made by the Town of Minturn or the Eagle County School District (up to 120 SFEs and irrigation of lands owned by the Eagle County School District with water rights owned by the School District) shall be exempt from this obligation. If Minturn collects cash-in-lieu payments prior to entry of a full and final judgement and decree in Case No. 21CW3030, Minturn will hold such payments in escrow and then transfer such funds to the District and Authority within 30 days of entry of such decree in satisfaction of the obligation to purchase Option Water. Minturn shall assess cash-in-lieu fees no less than the cash-in-lieu fees that are charged by the District and Authority at the time the payment is collected. Within six months of entry of full and final judgements and decrees in Case No. 21CW3030, the Town shall amend its Code to implement the requirement that new water uses shall require the purchase Option Water.

7. Process of Case Nos. 21CW3029 and 21CW3030. Obtaining water rights for Bolts Lake in Case No. 21CW3029 and augmentation supplies for Minturn and Battle North in Case No. 21CW3030 are crucial priorities for the District and Authority in order to provide essential water supplies for all of its customers within its service area as well as be in compliance with the terms of this Agreement and the Battle North Agreement. Accordingly, the District and Authority will pursue the cases through completion of final judgments and decrees as quickly as possible, and, if necessary, through trials and appeals. The District and Authority shall file amended applications within 30 days of the recording of the Release to effectuate the commitments set forth in this Agreement.

8. Minturn's Conditional Water Right in Bolts Lake. (a) Minturn owns a conditional water right for Bolts Lake and associated rights to divert water into Bolts Lake through the Bolts Ditch. If Minturn desires to exercise its conditional water storage right in Bolts Lake, Minturn may do so only pursuant to a decree entered by the Water Court that changes the place of storage of the water right to a location outside of the land underlying Bolts Lake that the District and Authority have contracted to acquire from Battle North and shall not fill from the Bolts Ditch. Any such change of water right application shall be filed by Minturn no later than one month prior to Minturn's first deadline to file an application seeking a finding of diligence on its Bolts Lake water right after Bolts Lake is constructed and operational.

(b) Minturn shall not file an action against the District or Authority to condemn the real

property underlying Bolts Lake. Nor shall Minturn file an action against the District or Authority to condemn water storage capacity in the Bolts Lake Reservoir.

9. Land Use Approvals.

- (a) The District and the Authority intend to develop, construct, and operate Bolts Lake and the associated diversion, pipelines, ditches, and outlet facilities for all decreed beneficial uses to meet the water requirements of their existing and future service areas. The Town has, set forth in Article 25 of the Minturn Municipal Code (the “**1041 Regulations**”), certain requirements and criteria related to the construction of major facilities of public utilities, such as the Bolts Lake Reservoir. The formal permitting process under the 1041 Regulations can be fulfilled by entering into an intergovernmental agreement with an implementing governmental entity addressing the various requirements of the 1041 Regulations. This Agreement constitutes, in part, an intergovernmental agreement entered into to partially fulfill the 1041 Regulations requirements. The Parties hereby agree as follows that for purposes of the Town’s 1041 Regulations:
- i. The Town will not require security for the construction of Bolts Lake.
 - ii. Any changes to Article 25 of the Code adopted after February 2, 2022 will not apply to construction of Bolts Lake without the District’s and Authority’s consent.
 - iii. In lieu of public hearings contemplated under Section 16-25-110 of the Town Code, the Town will conduct public hearings as part of the adoption of this Agreement and any subsequent intergovernmental agreements related to Bolts Lake.
 - iv. The District and Authority, through prior presentations to the Town and the additional provisions of water contemplated by this Agreement, have met the “demonstration of need” requirement of Section 16-25-270 of the Code.
 - v. The District and Authority anticipate purchasing title insurance upon taking title to the Bolts Lake property, which title commitment does not show any mineral owners required to be notified pursuant to Section 16-25-270(11) of the Town Code and Section 24-65.5-101, *et seq.*, of the Colorado Revised Statutes. The District and Authority will present a copy of the title commitment to the Town, which will satisfy the mineral owners’ notice requirement.
 - vi. The Parties agree that once completed, the impacts of the Reservoir on utilities, water supply, emergency services, transportation, infrastructure, etc. will be de minimus.

- vii. The recreational use covenant set forth in Section 10 of this Agreement satisfies the requirement to describe impacts and net effect of the project on recreational opportunities as set forth in Section 16-25-270(15) of the Code.
 - viii. The requirement to provide a description of social impacts as set forth in Section 16-25-270(16) of the Code is inapplicable to further land use actions involving Bolts Lake.
 - ix. The District's provision of water to the Town pursuant to this Agreement satisfies the water quantity provisions of Section 16.25-270(23) of the Code.
- (b) The staging and placement of excavated material on the Old Tailings Pile area are components of the CERCLA remedy for Operable Unit 3 of the Eagle Mine Superfund Site, as set forth in the United States Environmental Protection Agency's 2017 Record of Decision. Accordingly, so long as the activities are conducted entirely on-site and in compliance with section 121 of CERCLA, 42 U.S.C. § 9621, the Town will not apply the 1041 permitting process or requirements to those specific activities.
- (c) The Town's land use code applies to the area where Bolts Lake will be constructed. For purposes of zoning compliance, the parties agree:
- i. Section 16-10-20(6) of the Code allows for lands within the Bolt's Lake Character Area to be used, as a matter of right, for: Operation, maintenance and use of water rights, water resources, water diversion structures, ditches, pipeline structures, ponds, water impoundments and associated facilities consistent with the decreed uses but subject to these restrictions. The parties agree that the current zoning allows for the use by right for construction of the Bolts Lake Reservoir and the associated points of diversion, ditches, and pipelines associated with Bolts Lake. The Town agrees not to modify the zoning for the Bolt's Lake Character Area in any manner that would alter the use by right nature of the Bolts Lake project.
 - ii. The Bolts Lake project is subject to Minturn Code provisions of general applicability.
- (d) No later than April 30, 2022, the Parties will enter into a separate intergovernmental agreement, pursuant to Section 16-25-40(8) of the Town of Minturn Municipal Code, outlining and satisfying how the requirements under

Article 25 of the Minturn Municipal Code (the “1041 Regulations”) will be implemented as further information is generated for the Bolts Lake project. The Parties agree to address the following within the intergovernmental agreement:

- i. As part of the construction of Bolts Lake, the District and Authority must obtain numerous state and federal permits. The Town, following review of the applications for such permits and participation as a cooperating agency where applicable and permitted by the state or relevant federal agency, agrees to consider such state and federal permits as satisfactory of relevant provisions of the 1041 Regulations.
- ii. As further construction plans and construction phasing for the Bolts Lake project are generated, the Town will review such documents and pursuant to a process to be identified in the intergovernmental agreement impose reasonable restrictions to effectuate compliance with the 1041 Regulations.
- iii. The Parties intend to minimize duplication of efforts and outside consultations related to the processing and review of the project under the 1041 Regulations so that the ultimate cost to the taxpayers and customers is minimized.

10. Bolts Ditch. (a) Minturn shall execute and deliver to the District and Authority the assignment attached hereto as **Exhibit D** which assigns to the District and the Authority all of Minturn’s interest in and to the physical headgate and ditch structure of the Bolts Ditch, together with any special use permit to the Bolts Ditch which it may obtain. Minturn shall pass a resolution in support of the District’s and Authority’s efforts to obtain the approval of the U.S. Forest Service to the assignment of any special use permit to the Bolts Ditch that it may obtain, or to have the District and Authority substituted for Minturn as the permittee of the special use permit for the Bolts Ditch.

(b) Minturn shall support the amendment of the Bolts Ditch federal legislation passed as part of S.47 entitled the John D. Dingell, Jr. Conservation, Management and Recreation Act to include the District and the Authority as permittees of the U.S. Forest Service special use permit for the Bolts Ditch. Minturn’s support shall be limited to passing a resolution in support of such amendment and tendering the same to the Colorado congressional delegation.

(c) Minturn shall support any application filed by the District and Authority to obtain a special use permit from the U.S. Forest Service for a structure that diverts water from Cross Creek and the associated diversion facilities that transport the Cross Creek water to Bolts Lake. Minturn’s support shall be limited to passing a resolution in support of the application and tendering the same to the United States Forest Service.

11. Recreational Use. Certain terms and conditions contained in Article X of the Battle North Agreement provide for allowed public recreational uses of the Bolts Lake reservoir including: (i) non-motorized boating, (ii) fishing from shores, boats, or float tubes (i.e. belly boats), (iii) paddle boarding, (iv) picnicking, (v) hiking around lake, and (vi) other future uses approved by the District and Authority. The District and Authority confirm that Article X of the Battle North Agreement is strictly a type of use limitation and that the granting of authority to use or operate the Bolts Lake reservoir remains at the discretion of the District and Authority, as further acknowledged in Section 10.1(k) of the Battle North Agreement. The District and Authority hereby authorize Minturn the right to provide recreational services and facilities to the general public as follows:

(a) Any recreational use of Bolts Lake shall be secondary and subordinate to the primary use of Bolts Lake by the District and the Authority for the existing and future decreed uses.

(b) Any recreational use shall be limited to: (i) non-motorized boating, (ii) fishing from shores, boats, or float tubes (i.e. belly boats), (iii) paddle boarding, (iv) picnicking, (v) hiking around lake, and (vi) other future uses approved by the District and Authority. Minturn shall be allowed to stock Bolts Lake with fish subject to the provisions of paragraph 11 of this Covenant. Except for the above permitted uses, no other recreational uses shall be allowed on Bolts Lake. Moreover, no recreation use of Bolts Lake by a commercial operator shall be permitted.

(c) There shall be no right to maintenance of water levels in Bolts Lake for the purpose of supporting the permitted recreational use. No surface recreational use shall be allowed during the months of December through April, or when it would jeopardize the health, safety and welfare of users.

(d) One dock may be installed at Bolts Lake at no cost to the District and Authority to facilitate the above-described recreational uses. The design of the dock shall be subject to review and approval by the District and Authority; provided that such approval may be withheld at their sole discretion.

(e) Should new water quality regulations be adopted in Colorado that would subject Bolts Lake to increased water quality testing as a result of body contact with the water stored in Bolts Lake, the body contact recreational use shall be discontinued to ensure that the recreational use of Bolts Lake does not result in the District and Authority being subjected to increased testing and treatment costs; provided, however, if Minturn pays for all costs and agrees to

assume all liabilities associated with testing and treatment costs, recreational uses involving body contact will be allowed to continue.

(f) To the extent permitted by law, Minturn shall indemnify the District and Authority against any claims, demands and liabilities arising out of, resulting from or related to the recreational use of Bolts Lake. The District and Authority will notify Minturn of any such claim or demand, when and if made, and Minturn shall defend against or participate in the defense against such claims and the District and Authority shall cooperate fully in the defense of such claims.

(g) Minturn must obtain and maintain appropriate insurance coverage related to the recreational use of Bolts Lake and name the District and Authority as additional insureds. If necessary, to obtain such insurance, the District and Authority shall grant at no charge a recreational use lease to Minturn for Bolts Lake in a form mutually agreeable to the District, Authority and Minturn.

(h) The District and Authority may prohibit any and all recreation use of Bolts Lake if they determine in their sole discretion, following notice to Minturn, that such recreation use (i) interferes with or in any manner restricts the use of Bolts Lake as a water storage facility for its decreed uses; and/or (ii) increases the cost of operating Bolts Lake. In the event the District and Authority have made the decision to prohibit any or all recreation use of Bolts Lake pursuant to this provision, the District and Authority shall provide written notice to Minturn specifically describing the recreational use at issue and the reasons for prohibiting such recreational use. Minturn shall have 60 days from receipt of such notice to cure the cause of such recreation use prohibition identified by the District and Authority, or such other amount of time as the parties mutually agree in writing is reasonably necessary to cure the cause of such recreation use prohibition: provided; however, that the District and Authority shall have sole discretion to determine whether to allow more than 60 days to achieve a cure. If Minturn is not able to achieve a cure to the satisfaction of the District and Authority within 60 days of receiving notice from the District and Authority, then the recreation use that is being prohibited shall cease in whole or part if required by the District and Authority.

(i) The District and Authority shall determine, in their sole discretion, the specific areas of Bolts Lake that will be open to public access and the Permitted Recreational Uses, including the locations of any access, parking areas, trails, and the dock.

(j) To implement the provisions set forth in this Paragraph 11, the parties will enter into a separate site-specific intergovernmental agreement in the future. The parties shall commence negotiations at such time as Minturn develops a conceptual recreation site plan for the reservoir that includes proposed access, parking areas, trails, and the dock subject to

subparagraph (i) above. The site-specific intergovernmental agreement shall be consistent with the terms set forth in this Paragraph 11.

12. Minturn Eagle River Diversion.

(a) The District and Authority have appropriated a 2 cubic foot per second (c.f.s.) conditional water right for the Minturn Eagle River Diversion pending in Case No. 21CW3030. Water from the Minturn Eagle River Diversion is anticipated to be utilized to provide physical water service to Battle North, by either Minturn or the District and Authority.

(b) Minturn would also like to utilize the Minturn Eagle River Diversion as a location to divert water to the Minturn municipal water system as augmented by the Supplemental Augmentation Supply and the Option Water for use in Minturn's municipal service area.

(c) The District and Authority agree to amend the pending application in Case No. 21CW3030 to increase the flow rate of the Minturn Eagle River Diversion to a rate of 6.0 c.f.s. and convey an undivided interest in an amount of 4.0 c.f.s. to Minturn. The District and Authority also agree to include Minturn's contract supplies from the Colorado River Water Conservation District as augmentation sources for the Minturn Eagle River Diversion in the amended application in Case No. 21CW3030.

(d) The District and Authority agree to convey an undivided interest in the Minturn Eagle River Diversion to Minturn in an amount of 4.0 c.f.s. within 60 days of entry of a full and final judgment and decree in Case No. 21CW3030. In the event that Minturn serves as the physical water provider to Battle North, the District and Authority will convey an additional 2.0 c.f.s. of the Minturn Eagle River Diversion to Minturn.

(e) Following the construction of the Minturn Eagle River Diversion, in the event that the District and Authority have not obtained a final judgment and decree in Case No. 21CW3030, Minturn may seek a substitute water supply plan in order to supply Minturn with the Supplemental Augmentation Supply while a final decree is pending in Case No. 21CW3030.

13. District/Authority and Minturn Water Rights Decreed at Same Locations. Minturn has numerous decreed diversion points on Cross Creek at the same diversion points claimed by the District and Authority in Case No. 21CW3030. The parties agree to work together to eliminate duplicative points of diversion decreed to their respective water rights where appropriate. Each party will be responsible for developing its own physical infrastructure unless there is an agreement between the parties otherwise.

14. Settlement of Opposition.

(a) Minturn agrees that it will Stipulate to entry of a decree in the District and Authority's Case Nos. 21CW3029 and 21CW3030 within 30 days after the amended applications are filed in the cases. Such stipulations shall include the terms set forth on **Exhibit E**.

(b) Minturn has filed an Application for Water Right, Approval of Plan for Augmentation and Appropriative Rights of Exchange in Case No. 21CW3180. Minturn agrees to stay Case No. 21CW3180 upon execution of this Agreement, and to withdraw such application within 30 days of entry of full and final judgments and decrees in Case Nos. 21CW3030.

15. Cross Creek Diversions.

(a) The District/Authority acknowledge that Minturn's decreed water rights on Cross Creek are senior to the District/Authority's Cross Creek water rights pending in Case Nos. 21CW3029 and 21CW3030. Accordingly, if Minturn places a valid call for its senior water rights on Cross Creek, the District and Authority will be subject to that call.

(b) The District and Authority shall coordinate Bolts Lake operations, including operation of exchanges, with Minturn to ensure that flows at the USGS Gage at Cross Creek Near Minturn (Gage No. 09065100) do not drop below the Colorado Water Conservation Board instream flows decreed in Case No. 78W3795 as a result of diversion into Bolts Lake from Cross Creek.

(c) The District and Authority shall not seek diligence in Water Court on the conditional water rights acquired from Battle North (originally decreed in Case No. 06CW264) at such time as full and final judgments and decrees are entered in Case Nos. 21CW3029 and 21CW3030 and Bolts Lake is constructed and operational.

16. Environmental Considerations. The parties will work together on matters involving environmental protections in the Bolts Lake area. The District and Authority will provide Minturn with electronic copies of all non-confidential, non-privileged and non-draft records, reports, documents or other information (the "Documentation") provided to the District and Authority by Battle North or the District and Authority's consultants directly related to the Reservoir Project, including Documentation that will be or has been submitted to the Environmental Protection Agency and/or the Colorado Department of Public Health and Environment (together, the "Agencies"). The District and Authority will make best efforts to timely provide the Documentation.

17. Water Service to Battle North. The parties acknowledge that additional negotiations are required between Minturn and Battle North prior to finalizing any development plans and approvals. However, the parties prefer that Minturn be the physical water provider to whatever development is approved within Minturn's water service area, if appropriate arrangements can be

reached between Minturn and Battle North. If Minturn is the physical water provider to Battle North, the District and Authority consent to the Battle North Augmentation Options being assigned by Battle North to Minturn.

18. Dowd Junction Water Service Options.

(a) The District and Authority are open to exploring water service options to a future development at Dowd Junction via an interconnect line to the District and Authority's water system. In the event that an interconnect line is mutually agreed to, Minturn or a future developer would be solely responsible for all costs associated with infrastructure necessary to provide such service and for all applicable water rights dedication fees, impact fees, and monthly water service fees to the District and Authority. However, the parties acknowledge that water quality considerations of a smaller system exclusively to Dowd Junction may make an interconnect infeasible.

(b) The District and Authority will include in the amendment of the pending augmentation plan in Case No. 21CW3030 a Dowd Junction well or wells and surface diversion points, to be augmented by the augmentation sources listed in Case No. 21CW3030. If Minturn develops a well, wells or a surface diversion at Dowd Junction that are covered by the augmentation plan in Case No. 21CW3030, the augmentation supply would come from the exercise of the Minturn Option provided herein. Development of a well, wells or surface at Dowd Junction shall be at Minturn's sole expense.

19. Mutual Cooperation. The parties wish to provide mutual assurances on future cooperation in water cases to maximize water supplies for the region. The parties mutually agree that they will not object to movement of diversion points less than 1,500 feet from decreed diversion points; the parties mutually agree they will work together on nearby or coincident diversion structures. The parties shall not claim in any future judicial action that any party to this Agreement has abandoned any portion of any of its water rights. The District and Authority further agree that they will not object to a future downstream change in point of diversion for any of Minturn's water rights, provided that only a change in point of diversion is sought and the District and Authority do not divert water in the impacted reach.

20. Remedies. (a) The terms of this Agreement shall be specifically enforceable; provided, however, nothing contained herein shall obligate the District or the Authority to construct Bolts Lake. If Minturn fails to record the Release by March 16, 2022, the District and Authority may pursue condemnation of Minturn's interests in the Bolts Lake property and may delay prosecution of Case Nos. 21CW3029 and 21CW3030 until either such time as Minturn has recorded the Release, or the District and Authority elect to notify Minturn that this Agreement is null and void and of no further effect.

(b) Prior to enforcing in Court any remedy for breach of this Agreement, the party asserting that such a breach has occurred shall give the other party written notice thereof including a description of the alleged breach and citation to the relevant provisions in this Agreement. The party against whom a breach is asserted shall have fourteen (14) days after such notice is sent in which to cure the breach.

21. Recording. This Agreement and all exhibits attached to this Agreement shall be recorded in the records of Eagle County, Colorado.

22. No Waiver. Nothing contained herein shall constitute a waiver by Minturn, the District or the Authority as against any third party of their respective rights of immunity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or a waiver of any rights these parties may have under the Colorado Recreational Use Act, C.R.S. § 33-44-101 et seq.

23. Assignment

(a) The District and Authority may assign its interests and obligations under this Agreement to each other or to a successor consolidated district or authority.

(b) The terms of this Agreement shall be binding on the parties' successors and assigns.

24. Counterparts. This Agreement may be executed in counterparts.

25. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Colorado. In the event of a dispute involving this Agreement, such dispute shall be heard in the District Court for the State of Colorado in Eagle County.

26. Notice. Any notice or communication required pursuant to this Agreement shall be in writing and may be given either personally, or by email with a printed copy sent via First Class U.S. Mail. If given by email and U.S. Mail, notice shall be deemed to have been given and received on the date that the email was sent. If personally delivered, notice shall be deemed to have been given and received on the date delivered to the party to whom it is addressed. Any party may, by giving written notice, designate any other address or person in substitution of or in addition to the names and addresses contained herein. Such notice and communication shall be given to the parties at the addresses set forth below:

If to Town: Town of Minturn
 Town Manager
 302 Pine Street

P.O. Box 309
Minturn, CO 81645
manager@minturn.org

With Copy To: Michael Sawyer, Esq.
Karp Neu Hanlon
P.O. Drawer 2030
Glenwood Springs, CO 81602
mjs@mountainlawfirm.com

With Copy To: Meghan Winokur, Esq.
Holland & Hart
600 Main Street #104
Aspen, CO 81611
mwinokur@hollandhart.com

If to District/Authority:

Eagle River Water and Sanitation District
Upper Eagle Regional Water Authority
General Manager and Director of Engineering & Water
Resources
846 Forest Road,
Vail, CO 81657
lbrooks@erwsd.org
jcowles@erwsd.org

With Copy To: Kathryn Winn, Esq.
Collins, Cole, Flynn, Winn & Ulmer
165 South Union Blvd., Suite 785
Lakewood, CO 80228
kwinn@cogovlaw.com

With Copy To: Kristin Moseley, Esq
Somach Simmons Dunn
2033 11th Street, Suite 5
Boulder, CO 80302
kmoseley@somachlaw.com

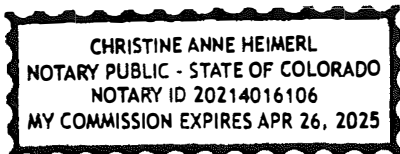
27. Construction. The parties represent that they have been represented by legal counsel in the drafting of this Agreement and that the parties have each had the full opportunity to

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 0th day of February 2022, by George Gregory as Chairman of the Upper Eagle Regional Water Authority.

Witness my hand and official seal.

My commission expires 4/26/25.



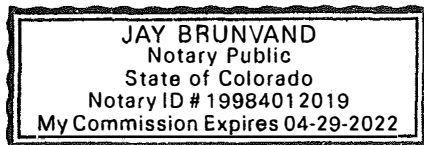
Christine A. Heimerl
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by Ecate Britez as Mayor of the Town of Minturn.

Witness my hand and official seal.

My commission expires 4/29/2022.



Jay Brunvand
Notary Public

EXHIBIT A

EASEMENT RELEASE AND VACATION

EXHIBIT A

EASEMENT RELEASE AND VACATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town of Minturn (“**Town**”) is the grantee of an Easement Grant and Agreement dated February 27, 2008 between the Town and Ginn Battle North, LLC, which was recorded by the Town in the real property records of the Clerk and Recorder of Eagle County, Colorado on October 7, 2021 at Reception No. 202122820 (the “**Easement**”), which is also attached as an exhibit to the Water Service Agreement dated February 27, 2008 and recorded on March 27, 2008 in the real property records of the Clerk and Recorder of Eagle County, Colorado, at Reception No. 200806743 (the “**WSA**”); and

WHEREAS, the District has purchased fee title and/or easement interests in real property described in Exhibit A which is encumbered by the Easement and WSA,; and

WHEREAS, the Town desires to vacate the Easement and release the District and Authority from the terms, conditions and obligations of the WSA pursuant to the terms of the Intergovernmental Agreement between the Town of Minturn, the Eagle River Water and Sanitation District ("District") and the Upper Eagle Regional Water Authority (“Authority”), dated February 2, 2022 (“IGA”).

THAT THE TOWN hereby fully and finally releases, disclaims, vacates, abandons and quitclaims all of the Town’s interest in and rights pursuant to the Easement to the District and Authority.

Further, the Town does hereby grant a release to the District and Authority of the terms, conditions and obligations of the WSA . Nothing in this document shall be construed to further amend, modify, release or terminate the WSA in any way, other than as to the District and Authority.

SIGNED AND DELIVERED this ____ day of _____, 2022.

TOWN OF MINTURN

By: _____

20

Mayor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2022 by
_____ as Mayor of the Town of Minturn.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B

2022 Operations Maintenance and Capital Replacement Fee

The 2022 Intergovernmental Agreement Among Minturn, the District and Authority provides that the District shall assess Minturn with an annual operations, maintenance and capital replacement fee (OM&R) associated with Minturn's Supplemental Augmentation Supply and Option Water exercised pursuant to the Minturn Option. The annual OM&R fee shall be based on a pro-rata share of costs associated with the sources of water that comprise Minturn's Supplemental Augmentation Supply and Minturn's Option Water multiplied by the percentage of single family equivalents served with water in Minturn compared to the percentage of single family equivalents served with water in the District's service area. The estimated OM&R fee for 2022 includes the following costs:

- Annual operating assessments charged by the Eagle Park Reservoir Company, which include but are not limited to, the District's pro rata share of costs for reservoir operations and maintenance, East Fork pump station operations and maintenance, water quality sampling, water rights accounting, reservoir company administration, and annual dam safety inspections.
- Annual water rights accounting and administration costs of the District for its augmentation supplies.
- General legal fees associated with augmentation supply water rights protection and the administration of Eagle Park Reservoir Company.
- Although the District's proposed augmentation plan pending in Case No. 21CW3030 includes Wolford Mountain Reservoir as a source of augmentation, the District's annual contract costs of \$193,500 was omitted from the 2022 OM&R fee calculation, as it is anticipated these contracts will be substantially reduced or eliminated upon construction of Bolts Lake.

The District's average annual OM&R costs in 2020 and 2021 were \$293,000. The District currently provides water service for 10,671 single family equivalents (SFEs). Minturn currently serves 751 SFEs. Thus, by way of example for 2022 OM&R fee purposes, Minturn's estimated pro rata share of costs is 6.6% of the District's annual OM&R costs. Thus, Minturn's OM&R fee if assessed in 2022 would be \$19,338.

EXHIBIT C

WATER AUGMENTATION AGREEMENT

This Water Augmentation Agreement is made between the Town of Minturn (“Minturn”), Eagle River Water & Sanitation District (the “District”) and the Upper Eagle Regional Water Authority (the “Authority”) (the District and Authority are referred to together as the “District/Authority”) (the “Agreement”), effective as of the date of the parties’ execution indicated below.

RECITALS

A. Minturn and the District/Authority are parties to that certain Intergovernmental Agreement dated February 2, 2022, recorded in the real property records of Eagle County on _____ at Reception No. _____ (“IGA”).

B. The District/Authority committed to provide without charge of cash-in-lieu fees to Minturn a perpetual source of augmentation water in the amount of 20 acre feet to shore up augmentation supplies for Minturn’s water rights (“Supplemental Augmentation Supply”) on the terms set forth in the IGA. The Supplemental Augmentation Supply shall be a use right, and not a title conveyance, and shall consist of a mix of storage water and historic consumptive use credits chosen annually by the District/Authority in their sole discretion.

C. Pursuant to the IGA, the Supplemental Augmentation Supply shall be provided to Minturn upon entry of a full and final judgement and decree in the District/Authority’s Case No. 21CW3030 (the Supplemental Augmentation Supply may also be provided prior to entry of such decree on the terms set forth in the IGA; such provision of water at Minturn’s request will be the subject of a separate agreement among the parties).

D. The District/Authority also reserved and granted to Minturn an option to obtain the right to the perpetual deliveries and use of water to augment the municipal diversions in Minturn up to a maximum of 55 acre feet of augmentation water (the “Minturn Option”) on the terms set forth in the IGA. The water provided pursuant to the Minturn Option shall be a use right, and not a title conveyance, and shall consist of a mix of storage water and historic consumptive use credits chosen annually by the District/Authority in their sole discretion (“Option Water”).

E. Pursuant to the IGA, the Minturn Option may be exercised in an amount of up to 30 acre feet upon entry of a full and final judgement and decree in Case No. 21CW3030, and the option period shall extend for 30 years from the Effective Date of the IGA. The remaining Option Water in an amount up to 25 acre feet under the Minturn Option may only be exercised after such time as Bolts Lake Reservoir is constructed and operational, and the option period shall extend for (i) 30 years from the Effective Date of the IGA, or (ii) 15 years from the date upon which Bolts Lake Reservoir is constructed and operational, whichever occurs later. Such option period may be extended upon mutual agreement of the parties in accordance with the IGA.

F. The parties desire to set forth the terms and conditions for the delivery of the following annual supply of water by the District/Authority:

- a. up to 20 acre feet of Supplemental Augmentation Supply; and
- b. up to 55 acre feet of Option Water (referred to together as the “Augmentation Supply”).

AGREEMENT

The foregoing Recitals are incorporated into this agreement between the Minturn and the District/Authority.

1. District/Authority Water Delivery Obligations and Responsibilities.
 - a. Delivery. Consistent with the IGA, and in accordance with the terms of this Agreement, the District/Authority will deliver the Augmentation Supply at the confluence of the Eagle River and Cross Creek up to the annual amounts shown above in Recital F each year. Unless otherwise agreed to among the parties, the District/Authority will make releases or request that releases be made for Minturn, based upon Minturn’s written schedule of anticipated augmentation need, adjusted based on communications between the parties.
 - b. Delivery Contingency. The District/Authority’s delivery of the Augmentation Supply shall be subject to Minturn’s payments of agreed-upon annual fees pursuant to paragraph 3 below.
 - c. Water Measurements. The District/Authority shall record in their accounting the sources of supply and daily quantities released or provided for augmentation under this Agreement and shall include this information in their accounting submittals to the Division Engineer’s Office of Colorado Water Division No. 5. Copies of such accounting records shall be provided to Minturn upon request.
 - d. Water Quality. The District/Authority shall have no obligation to Minturn regarding and make no warranties or representations to Minturn concerning the quality of the Augmentation Supply delivered pursuant to this Agreement by releases of raw water to natural streams.
 - e. Source. The District/Authority will deliver the Augmentation Supply from the sources of water identified and anticipated to be decreed in Case Nos. 21CW3029 and 21CW3030 to meet Minturn’s augmentation need.

2. Minturn's Water Use Obligations and Responsibilities.

- a. Scheduling of Use. Minturn shall provide the District/Authority a preliminary written schedule of its anticipated monthly demands for the Augmentation Supply for each project year, which shall be considered a calendared year ("Project Year"). The schedule provided by Minturn shall serve as the schedule to be used until it is modified in writing by Minturn's representatives to the District/Authority representatives.
- b. Use per Agreement and Law. Minturn's use of the Augmentation Supply shall be in accordance with the terms of this Agreement and the IGA. Minturn is not authorized to apply for or secure any change in the water rights for or associated with any of the sources of supply of the Augmentation Supply.
- c. Limitation on Disposition. Minturn shall not sublet, sell, donate, loan, assign or otherwise dispose of any of its rights to this Agreement or to the Augmentation Supply without prior written notice to, and the written approval of, the District/Authority.
- d. Minturn's Water Rates. Minturn may charge its water customers who are supplied water related to the Augmentation Supply such rates and charges as are permitted by Colorado law and determined by Minturn.
- e. Nondiscrimination. Minturn shall not discriminate in the availability of or charges for any water service or water supply made available pursuant to or based upon the Augmentation Supply on account of race, color, religion, or national origin or any other criteria prohibited under state or federal law.
- f. Accounting of Use. Minturn shall maintain accounting of its use of the Augmentation Supply. Minturn shall submit its accounting forms to the Division Engineer's Office of Colorado Water Division No. 5. Copies of such accounting records shall be provided to the District/Authority upon request.

3. Minturn's OM&R Fees.

- a. The District shall assess Minturn an annual operations, maintenance and capital replacement fee ("OM&R") associated with the Augmentation Supply based on a pro-rata share of costs based on the percentage of single family equivalents (SFEs) in Minturn compared to the percentage of SFEs in the District's service area. Operations, maintenance and capital replacement fees unrelated to the Augmentation Supply shall not be included in the OM&R fee assessed to Minturn.

- b. A description of the OM&R fee and the component costs as would be assessed in 2022 is attached as Exhibit B to the IGA. Such exhibit was attached to the IGA to give an example of the types of operations, maintenance, and capital replacement items that are associated with the Augmentation Supply; but the exact OM&R components and costs may change over time as the District develops and changes the elements of its augmentation water supplies.
 - c. The initial SFE count in Minturn will be determined by the District based on meter records for Minturn and will not exceed 750 SFEs. As rights are exercised under the Minturn Option or the Eagle County School District land is developed as previously approved by Minturn, the parties will execute and record a supplement to this agreement identifying the associated Augmentation Supply and the SFE count.
 - d. The District will provide Minturn with a breakdown of the OM&R fee associated with the Augmentation Supply on an annual basis.
 - e. The District shall invoice for the annual OM&R fee to Minturn no later than March 1 of each year. Such assessment shall be for the actual OM&R fees due for the previous Project Year. The parties shall agree in writing to the method and timing of Minturn's payment of the invoiced fees (at a minimum, Minturn shall have 30 days to pay such invoices).
 - f. In the event that the OM&R fees for a particular Project Year are anticipated to increase more than 10% over the fees for the preceding Project Year, the District will provide notice to Minturn upon making such determination, to allow Minturn time to plan for the increase in fees.
4. Cash-in-Lieu Fees when Option is Exercised.
- a. During the option period described above in Recital E, Minturn shall require that all Town water users shall secure a perpetual use right to Option Water to fulfill any cash in lieu payment obligations provided for under the Minturn Town Code. Any water use made by Minturn or the Eagle County School District (up to 120 SFEs and irrigation of lands owned by the Eagle County School District with water rights owned by the School District) shall be exempt from this obligation.
 - b. The price for the Option Water shall be the cash in lieu fee of the District/Authority then in effect (for in-district rates) at the time Minturn exercises any portion of the Minturn Option. Minturn shall assess and collect the fee, and then render payment to the District/Authority in satisfaction of the payment requirements established in the IGA and described herein.

- c. As rights are exercised under the Minturn Option to secure Option Water on the terms set forth in the IGA, the parties will execute and record a supplement to this Agreement identifying the associated Augmentation Supply and the SFE count.
- d. The parties shall also prepare and record an annual joint statement identifying Option Water secured by Minturn in the public records of Eagle County on an annual basis to ensure that the public records clearly reflect the total amount of the Minturn Option that has been exercised pursuant to this Agreement and supplements thereto.

5. Agreement Term.

- a. The term of this Agreement shall be 99 years from the date of execution.
- b. The Agreement shall automatically renew for subsequent 99-year periods unless Minturn provides notice to the District/Authority of termination of the Agreement.

6. Miscellaneous/Standard Provisions.

a. Notices.

- i. Any notice or communication required pursuant to this Agreement shall be in writing and may be given either personally, or by email with a printed copy sent via First Class U.S. Mail. If given by email and U.S. Mail, notice shall be deemed to have been given and received on the date that the email was sent. If personally delivered, notice shall be deemed to have been given and received on the date delivered to the party to whom it is addressed. Any party may, by giving written notice, designate any other address or person in substitution of or in addition to the names and addresses contained herein. Such notice and communication shall be given to the parties at the addresses set forth below:

If to Town:	Town of Minturn Town Manager 302 Pine Street P.O. Box 309 Minturn, CO 81645 manager@minturn.org
-------------	--

With Copy To:	Meghan Winokur, Esq. Holland & Hart LLP
---------------	--

600 Main Street #104
Aspen, CO 81611
mwinokur@hollandhart.com

Cristy Radabaugh
Martin and Wood Water Consultants
538 Commons Dr
Golden, CO 80401
cradabaugh@martinandwood

If to District/Authority: Eagle River Water and Sanitation District
Upper Eagle Regional Water Authority
General Manager and Director of
Engineering & Water Resources
846 Forest Road
Vail, CO 81657
lbrooks@erwsd.org
jcowles@erwsd.org

With Copy To: Kristin Moseley, Esq
Somach Simmons Dunn
2033 11th Street, Suite 5
Boulder, CO 80302
kmoseley@somachlaw.com

- ii. Either party may, by written notice given in accordance with this provision, change the address to which notices to it shall be mailed or delivered.

- b. Amendments. No amendment, modification, or novation of this contract or its provisions and implementation shall be effective unless documented in writing which is approved and executed by both parties with the same formality as they have approved and executed this Agreement.

EAGLE RIVER WATER & SANITATION DISTRICT

UPPER EAGLE REGIONAL WATER AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as _____ of the Town of Minturn.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT E

The following general concepts will be addressed in the stipulations between Minturn, the District and the Authority in Case Nos. 21CW3029 and 21CW3030.

- The terms of the stipulations will be consistent with the terms of this intergovernmental agreement.
- The parties will agree upon terms for future communication on accounting and other matters relating to the progress of the cases.
- The parties will agree upon terms for Minturn to review certain revised proposed rulings in the cases as they progress.
- The parties will agree upon the timing for conveyance of an undivided 4.0 cfs in the Minturn Eagle River Diversion to Minturn.
- The parties will agree upon language to be included in the proposed rulings and/or the stipulations relating to operations on Cross Creek.



Eagle County Clerk and Recorder
Regina O'Brien
PO Box 537
500 Broadway #101
Eagle, Colorado 81631

213278

CUSTOMER INFORMATION

TRANSACTION INFORMATION

PAYMENT SUMMARY

Transaction #: 213278
Receipt #: 202204290
Cashier Date: 3/18/22 11:29
Cashier By: jsalaz
Print Date: 3/18/2022 11:29:54

Total Fees:	\$178.00
Total Payments:	\$178.00
Balance Due:	\$0.00

1 Payment

Over Counter Credit Card \$178.00

1 Official Record

ORDINANCE Document #: 202204472 Pages: 34 Date: 3/18/2022 11:29:22
From: MINTURN TOWN OF To: EAGLE RIVER WATER AND SANITATION DISTRICT

Fees: Recording Fees \$178.00

TOWN OF MINTURN, COLORADO
ORDINANCE NO. 2 - SERIES 2023
AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO CONTINUING A
MORATORIUM ON THE CONNECTION TO THE
TOWN'S WATER SYSTEM AND
ALLOCATION OF WATER SERVICE FOR
PROJECTS IN EXCESS OF THE
HISTORIC WATER USE.

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 15th DAY OF
FEBRUARY 2023.

TOWN OF MINTURN, COLORADO
Earle Bidez, Mayor

ATTEST:

By:
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO ORDINANCE
NO. 03 - SERIES 2023
AN ORDINANCE OF THE TOWN OF
MINTURN, COLORADO APPROVING AN
INTERGOVERNMENTAL AGREEMENT AMONG
THE TOWN OF MINTURN, THE EAGLE RIVER
WATER AND SANITATION DISTRICT, AND THE
UPPER EAGLE REGIONAL WATER AUTHORITY
FOR PERMITTING OF BOLTS LAKE RESERVOIR.

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 15th DAY OF FEBRUARY 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 1ST DAY OF MARCH 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

PUBLISHED IN THE VAIL DAILY ON SATURDAY,
FEBRUARY 18, 2023.



To: Mayor and Council
From: Jay Brunvand
Date: March 1, 2023
Agenda Item: Resolution 07 – Series 2023

REQUEST:

Council is asked to approve Resolution 07 – Series 2023.

INTRODUCTION:

The Town appoints four Town officials, the Mayor, two Council Members, and the Town Manager as check signers. George Brodin was a signer and with his resignation from the Town Council, a Council Member needs to be appointed. During the 2/15/23 Council Meeting it was discussed and agreed that Gusty K. would be appointed as a signer. Following this direction, Staff has set in motion this appointment with our bank, FirstBank.

It is important to note that for security and ethical concerns, the Treasurer does not sign checks since that position writes checks for AP and PR, transfers funds, reconciles the monthly bank statements, and drafts the annual budget and audit. Also, ALL checks written require TWO signatures. Having the full compliment of four signers allows timely collection of signatures.

ANALYSIS:

N/A

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve Resolution 07 – Series 2023 a Resolution to appoint check signers as presented.

ATTACHMENTS:

- Resolution 07 – Series 2023

TOWN OF MINTURN

RESOLUTION NO. 07 – SERIES 2023

**A RESOLUTION CONCERNING BANKING PRACTICES FOR
THE TOWN OF MINTURN**

WHEREAS, Pursuant to the Town of Minturn’s banking institutions policies and practices it is requested and required that Town Council make certain authorizations following a municipal election or when a change of positions on the Council or in Staff warrant.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE FOLLOWING FOUR INDIVIDUALS ARE HEREBY AUTHORIZED TO SIGN CHECKS WITHDRAWN ON FUNDS FROM THE TOWN’S CHECKING ACCOUNT(S) AND SAVING ACCOUNT(S) AND INVESTMENT ACCOUNT(S):

Earle Bidez	Mayor
Terry Armistead	Council Member
Gusty Kanakis	Council Member
Michelle Metteer	Town Manager

INTRODUCED, READ, APPROVED, RESOLVED, AND ADOPTED this 1st DAY OF MARCH, 2023.

EARLE BIDEZ, MAYOR

ATTESTS:

JAY BRUNVAND, TOWN CLERK



Town of Minturn
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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.

March 1, 2023

- Special Presentation – Eagle County Sheriff’s Office annual report
- Ord 03 - Series 2023 – Bolts Reservoir IGA (Second Reading)
- Special Presentation – Forward Minturn Code Update
- Resolution 07 - Series 2023 Approving Town Check Signers
- Executive Session – Battle Mountain

March 15, 2023

- Downtown Development Authority – Business Engagement Discussion
- Discussion/Direction – Leash Law
- Res ___ - Series 2023 – Appointment of Planning Commissioners
- Res ___ - Series 2023 – Appointment of vacant Council Seat

April 5, 2023

- Discussion/Direction - Water Infrastructure Analysis
- Discussion/Direction – Raw water irrigation systems
- Council Appointments
 - Minturn Fitness Center Board
 - Northwest Colorado Council of Governments

April 19, 2023

- Ord ___ - Series 2023 – Building Code and Energy Code Updates
- Ord ___ - Series 2023 – ECSD Impact Fee in lieu
- Community Plan Implementation Update – Safety Measures / Main Steet Bulb outs

Dates to be Determined: