



**Wednesday April 6, 2022
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/82020677690>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 820 2067 7690**

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. COUNCIL SWEARING IN

- 3.1 Swearing in of Mayor – Brunvand Pg 4
- 3.2 Swearing in of Council Elect – Bidez
- 3.3 Appointment of Mayor Pro Tem – Bidez

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

- 4.1 March 16, 2022 Meeting Minutes Pg 5
- 4.2 Liquor License: 146 N Main St – The Saloon request to extend the Temporary Permit for serving alcohol Pg 17
- 4.3 Congressionally Directed Spending Letter of Support Pg 19
- 4.4 SB22-180 Letter of Support Pg 22

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

6. **DECLARATION OF CONFLICTS OF INTEREST**

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

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

9. **COUNCIL COMMENTS & COMMITTEE REPORTS**

10. **DISCUSSION / DIRECTION ITEMS**

- 10.1 Minturn Scholarship Committee Appointment – Metteer Pg 35
- 10.2 Consideration of funding for the lighting of the Little Beach park Amphitheater - Metteer Pg 36

11. **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.*

- 11.1 Resolution 13 – Series 2022 A Resolution proclaiming May 2022 Wildfire Preparedness Month – Metteer/Jenkins/Fairfield-Smith Pg 41
- 11.2 Resolution 14 – Series 2022 a Resolution approving the Water Tank Construction Contract – Metteer Pg 43
- 11.3 Resolution 15 – Series 2022 a Resolution approving a Construction Management Contract with SGM for oversight of the Minturn water tank build – Metteer Pg 89
- 11.4 Minturn North Preliminary Plan – Hunn/Harris Pg 96

12. **STAFF REPORTS**

- 12.1 Town Manager Update Pg 98

13. **FUTURE AGENDA ITEMS** Pg 108

14. **ADJOURN**

INFORMATIONAL ONLY ITEMS

Council Meetings:

- April 20, 2022
- May 4, 2022 – Council Retreat
- May 18, 2022
- June 1, 2022

**FROM THE DESK OF
JAY BRUNVAND, MINTURN TOWN CLERK**

MEMORANDUM

TO: Mayor and Town Council
FROM: Jay Brunvand, Town Treasurer/Town Clerk
CC:
DATE: 4/1/22 8:10 AM

APRIL 6, 2022 COUNCIL MEETING

Note: The April 5, 2022 Minturn Municipal Election was canceled as it was an uncontested race for both the Mayor and Council seats. Those qualified candidates were affirmed elected with Resolution 05 – Series 2022. Following is a recommended sequence of events for the Mayor to follow in order to process the swearing in of the affirmed candidates.

The meeting should be called to order with the existing Council in their council seats and establishing a quorum for the meeting. Newly confirmed Kate Schifani will be seated in the audience and assume her seat once sworn in as a Council Member.

Call meeting to order:

The Mayor calls the meeting to order, takes roll, and leads the meeting in the Pledge of Allegiance. Then we proceed with the swearing in.

Swearing in of new Mayor and Council

In accordance with Town Charter 5.3 the Town Clerk will first swear in the Mayor.

The Mayor will then swear in the three affirmed Council Members, those being Lynn Feiger, Tom Sullivan, and Kate Schifani.

At this point the newly sworn Mayor and Council members will assume their rolls as Mayor and Council Members with the remaining Mid-Term Council members.

Choice for Mayor Pro Tem:

Minturn Town Charter Section 4.2(c) states, “The Mayor Pro Tem shall be appointed by the Mayor subject to approval by the Council at the first regular meeting held after each regular municipal election and shall serve at the pleasure of the Mayor for a two-year term”.

To affect this the Mayor announces his/her choice for Mayor Pro Tem and requests a motion to accept the nomination.

Recommended motion: “I move to confirm _____ as Mayor Pro Tem.”

The meeting then continues with the agenda items.

Note: It is important to note that several of the members on the Council may want to abstain from voting to approve the minutes, etc as, due to the election they were not present on the board for the meeting, first reading, or what have you. In accordance with Robert’s Rules of Order, this is not a viable reason to abstain from the vote as it is not a defined conflict of interest. Therefore, all newly elected Council Members should be prepared to vote. Those that do abstain are recorded as an abstain and could be included in a vote for the affirmative on the motion.



**Wednesday March 16, 2022
Regular Session – 5:30PM**

OFFICIAL MINUTES

**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/82694446372>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 826 9444 6372**

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.

CALL TO ORDER

The meeting was called to order by Mayor Earle Bidez at 5:38pm.

ROLL CALL & PLEDGE OF ALLEGIANCE

Those present include: Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, and Town Council members George Brodin, Lynn Feiger, Eric Gotthelf, Tom Sullivan, and Gusty Kanakis.

Staff present: Town Manager Michelle Metteer, Town Attorney Michael Sawyer (via Zoom), Engineer Jeff Spanel, Town Planners Scot Hunn (via Zoom) and Madison Harris, and Town Treasurer/Town Clerk Jay Brunvand.

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.

1. March 2, 2022 Meeting Minutes
2. Resolution 12 – Series 2022 a Resolution approving the Holy Cross Energy Community Enhancement funds toward the Main Street Directory & Heritage Sign
3. 146 N Main St – The Saloon exterior modifications

Motion by Gusty K., second by George B., to approve the March 16, 2022 Consent Agenda as presented. Motion passed 7-0.

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

Motion by Eric G., second by Tom S., to approve the March 16, 2022 Agenda as presented. Motion passed 7-0.

DECLARATION OF CONFLICTS OF INTEREST

Terry A. noted she will recuse from the appointment of the Planning Commissioners due to a Conflict of Interest.

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.*

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

1. 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 Tallgrass by Sandra Dallas.

Earle B. read the proclamation

COUNCIL COMMENTS & COMMITTEE REPORTS

Gusty K. updated on a NWCCOG QQ meeting that he and George attended.

George updated on the Pre-bid conference for the water plant project.

Lynn F. updated on the Battle Mountain lawsuit that was filed.

Eric G. updated on a Climate Action Committee meeting he attended.

Terry A. stated that Arjun, High Five Media and our camera man, is moving on, and this would

be his last meeting. It was also noted that Council Member Eric G. is not running for reelection and that this is also his last meeting. A brief recess was called to indulge in cake.

DISCUSSION / DIRECTION ITEMS

1. Regional Transportation Authority Progress Update – Metteer/Ray/Allen

Mr. Bill Ray and Ms. Tanya Allen from Eagle County and representing the Regional Transportation Authority Committee were in attendance and presented an informative PowerPoint presentation.

The proposed Eagle County Regional Transportation Authority (RTA) formation process is a collaboration between Eagle County, the towns and metro districts in the Eagle River Valley, and the Vail Valley's business community to discuss the viability of formally working together to fund and provide comprehensive transportation services to the residents, businesses and visitors across our community.

This process began in response to regional business leaders wanting better solutions for employees and visitors. Similar areas in Colorado, including the Roaring Fork Valley and Gunnison County, have used RTAs and regional cooperation to fund transit needs and improve their transportation services for local users and visitors.

Establishing an RTA is a formal process set forth in state statute. Over the next year, Formation Committee and Technical Committee members representing Eagle County and the town and metro districts that want to be part of the RTA will work through the legal, financial and technical details of creating and funding an RTA with the goal of crafting an agreement that can gain broad acceptance from the community. RTA members may decide to ask voters in November 2022 to formally approve the RTA and allow it to have funding through a dedicated tax.

Lynn F. asked what they had in mind as to the Tennessee pass Rail Line, Mr. Ray stated this would be as regional stakeholder in the ongoing discussions. She asked about the free bus of Vail to Beaver Creek and if that would include Minturn; potentially

Terry A. asked about the rail line, she expressed concern that this could be a concern to open the line and that might negatively present to the voters if the RTA is tied to the rail line.

George B. asked if the election were to result in a community not opting into the RTA? It was expressed the intent would to not negatively affect the overall RTA nor its community services, rather it would restrict the ability for that community to have complete representation on the future Board for the RTA. It was noted the RTA could be funded by a mill levy, sales tax, lodging tax, motor vehicle tax, or a combination of all four. Currently they are looking at a sales tax and a lodging tax. A mill Levy is not currently being considered. George B. also asked about RTA support of value air tickets for county residents; it was noted this could be a consideration but is further down the road. It was noted the funds generated would be not include taxation for those communities in Eagle County but within the Roaring Fork Transit Authority portion of the County.

Lynn F. asked how much of a lodging tax would be considered. This formula was discussed but no numbers would be considered until once the Authority is formed.

Terry A. asked if the existing ECO Transit tax would be transferred to the RTA but would a second or new tax be added; yes, it is not being considered to reduce the current service levels, the new expanded RTA would be used for improved service levels.

Earle B. asked how the discussed survey would be conducted; this was discussed as a mixed-mode survey. The survey process will begin in April and will be the larger survey and will involve funding questions.

2. Boulder St water line loop – Metteer/Spinel

Minturn continues efforts toward creating redundancy in the Town’s water distribution system. As part of these efforts, there are several sections of the distribution piping which could be considered “weak links” whereby if there is an issue in that area of the system requiring water shutoff for repairs, the entire system to the north of the repair is out of water. Such a weak link exists at the 700 Block of Main Street. Creating a looped waterline from the southernmost point on Boulder Street to Main Street will eliminate the above-described weak link. This redundancy ensures that any repairs on Main Street between Mann Ave to (almost – but not quite) Cemetery Road requiring water system shut off will not leave the north half of town without water. The budget impact is estimated as Phase I: \$230k and Phase II: \$125k. It was noted the estimate includes trench and cover, not a rebuild of Boulder St. Michelle M. stated some property owners may contribute to this project in the event they have projects adjacent to the project.

Lynn F. asked if only phase 1 is done would that help everyone; no in order to loop it would need both phases. The intent is to complete the project in one year, summer of 2022. Michelle stated we have the funds available in savings.

Michael Boyd, 504 Eagle St, stated if we have the money it should be that we do both phases, not just one or the other.

Gusty K. asked if the storm sewer was Ent Fund or Gen Fund; it is Gen Fund.

Discussion ensued as to funding.

Direction was to proceed with both phases as a single project. Council will then approve the contract(s) prior to the construction.

3. Colorado River Water Conservation District Augmentation Contracts – Metteer

Haley S., Holland & Hart was in attendance via Zoom to review the contracts.

On February 2, 2022, the Town Council voted to approve an Intergovernmental Agreement (the “IGA”) among the Town, the Eagle River Water & Sanitation District (“District”) and the Upper

Eagle Regional Water Authority (“Authority”).

Pursuant to the IGA, the District and Authority agree to provide the Town with 20 acre-feet of augmentation water annually, to augment depletions associated with the Town’s points of diversion on Cross Creek and the Eagle River. In addition, the District and Authority agree to grant to Minturn an option for the purchase of an additional 55 acre-feet of augmentation water. Minturn may exercise the option in an amount up to 30 acre-feet upon entry of a final judgement and decree in Case No. 21CW3030; that option period extends for 30 years from the effective date of the IGA. The remaining 25 acre-feet of the option water may be exercised after Bolts Lake Reservoir is constructed and operational.

Given the Eagle River augmentation supplies made available under the IGA, the Town is considering amendment or termination of certain of its water supply contracts with the Colorado River Water Conservation District (“River District”).

Contract	Effective Date	Amount (ac-ft/yr)	Supply Source	Term	2021 Price¹ (\$/ac-ft/year)
CW10001	09/21/2010	5	Colorado River, above Roaring Fork	40 years (06/30/2015), with right to secondary term of 35 years	\$387.00
CW10002	09/10/2010	20	Eagle River	40 years (06/30/2051), with right to secondary term of 35 years	\$1,550.50
but CW19006	11/26/2019	50	Eagle River	40 years (06/30/2059), with right to secondary term of 35 years	\$1,550.50

Discussion ensued to clarify the presentation.

Terry A. asked if we use this water. We use tis minimally annually, last year it was about 2af. Terry A. stated we reserve the water for dry years. She asked if we didn’t reserve the total amount would we be hurting ourselves? Haley S. stated at this point the costs are cheaper through ERWSD

Lynn F. felt we were being overly conservative where we have a guaranteed 20af plus guaranteed 30af, once Bolts Lake is constructed, we will have more but we have only used 2af. She expressed if we have a chance to drop one of them, we should.

Michelle M. discussed several of the changes in MMC Chapter 13 that will also reduce our needs and uses. This would give us a clear view of how much we could cancel based on actual need. Discussion ensued on how the logistics of the augmentation we have and how some changes would affect those.

Michael S. stated he did not feel we had the ability to cancel either agreement in 2022. He stated we could ask the River District but we have passed the cancel period requirement. This discussion is more to provide direction and options for 2023.

Direction from Council was to begin the process of code changes and engineering work to determine which water agreements can be modified or canceled in future years.

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.*

1. Ordinance 04 - Series 2022 (Second Reading) an Ordinance considering the Belden Place Final Plan for PUD and Zoning – Hunn/Harris

Scot H stated no changes had been made from First Reading.

The Applicant, Miner’s Basecamp, LLC, requests review of the Final Development Plan for PUD and Final Subdivision Plat for the Belden Place Planned Unit Development (PUD), a residential infill project proposing the development of 41 single-family, two family (duplex), and multi-family (triplex, condominium) units plus 1 ADU already constructed on Lot 17 on 2.73 acres in the 1200 Block of the South Town Character Area Residential Zone District.

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

- Concept Development Plan Review (*Completed in summer 2020*)
- PUD Preliminary Development Plan Review (*Completed in summer 2021*)
- Final Plan and Final Subdivision Plat for PUD (inclusive of Subdivision Improvements Agreement)

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

From a process standpoint, the Town Council is being asked to consider two ordinances on Second Reading - one for the Final Plan and PUD Zoning (set forth in the “PUD Guide”), and another for the Final Subdivision Plat - while the SIA and additional, accompanying legal documents addressing regional drainage improvements will be presented to Council and approved via resolution during second reading of those ordinances.

The Planning Commission reviewed the Final Subdivision Plat on February 9, 2022, and forwarded a recommendation for approval of that document, with conditions. A summary of the Planning Commission’s review and recommendation is provided in Section II below.

Staff is recommending approval of the Final Plan and Final Plat and is presenting two ordinances - Ordinance No. 4 - Series 2022, and Ordinance No. 5 - Series 2022 - along with this staff report for the Council’s consideration on first reading.

Public Hearing opened.
No Public Comments (1 attendees are on Zoom)

Public Hearing closed

Lynn F. asked

- 1) The deed restricted lots would be built when. Jena Skinner, developer representative, stated some would be included in the first phase
- 2) She asked about drainage which will be covered in a separate agenda item.

The phasing plan was discussed. They will do the entire infrastructure in phase 1 and then build as they can, based on existing water rights.

Motion by George B., second by Tom S., to approve Ordinance 04 - Series 2022 (Second Reading) an Ordinance considering the Belden Place Final Plan for PUD and Zoning as presented. Motion passed 7-0.

2. Ordinance 05 – Series 2022 (Second Reading) an Ordinance considering the Belden Place Final Plat – Hunn/Harris

Scot H. noted this will subdivide the lot into buildable lots, add the infrastructure, and interior roads. All items requested of the applicant have been addressed. Staff is recommending approval.

Public Hearing opened

No Public Comment (1 on Zoom)

Public Hearing closed

Terry A. asked once a final plat is approved how long before it expires; one year if no work is performed.

Motion by Eric G., second by Gusty K., to approve Ordinance 05 – Series 2022 (Second Reading) an Ordinance considering the Belden Place Final Plat as presented with the following conditions. Motion passed 6-0. Note: Tom S. was excused absent.

3. Resolution 08 – Series 2022 a Resolution approving the Final Subdivision Improvement Agreement for Belden Place located in the 1200 Block of the South Town Character Area Residential Zone District – Metteer/Sawyer

Michael S. stated if the Belden Place PUD Plan and the Final Subdivision Plat are approved, the Council must also approve a Subdivision Improvements Agreement (SIA) for the development. He expressed, in the 8 years he had been Town Attorney, Minturn had only one approved subdivision. So, the contents of a SIA may not be familiar to the Council. Approval of a Planned Unit Development subdivision consists of three main components: the PUD Plan which is the zoning for the property, the Final Plat which creates separately conveyable lots, and a subdivision improvements agreement. The SIA is the legal agreement by which the Council approves specific construction plans for the subdivision, creates a legal requirement for the “public improvements” to be completed pursuant to the plans in a defined period of time, requires the developer to post “security” equal to the construction costs of the public improvements, and provides for an inspection and acceptance process by which the Town approves the implementation of the public improvements.

Michael S. stated that currently we do not have the permits to provide drainage under Hwy 24 or across USFS Land. These permits are anticipated by May, however, this SIA includes a “Plan B” in the event we do not receive those permits. This would allow the developer to return with engineered plans to reflect onsite storm water retainage by constructing a pond on two of the proposed building lots. Then again, when the permits are approved they would construct the offsite at that time.

Michael S. stated on page 298 of the packet the developer security is laid forth that details the cost share. Because some of the offsite work would be used by adjacent and future development the town is being asked to contribute less than 50% of the total proposed cost.

Lynn F. asked if the cost is approximately \$250k, it is proposed the town would contribute approximately \$125k. Jena Skinner outlined that the offsite drainage is designed to address drainage that passes through the site and is in accordance with our town Master Drainage Plan. Lynn F. was concerned this would set a precedent for other developments where we would be called upon to make share agreements. Scot S. stated at this time no other has asked. He stated this is a PUD and they have the right to ask and make agreements. He also stated there is a cost recovery for future adjacent users to pay in to this cost at that time. Jena Skinner noted the regional drainage plan was in effect prior to their submittal and they are following those regulations.

Michael S. stated he did not feel the council has any legal obligation to cost share if there is no community benefit. He stated this proposal helps implement one of the town’s master plans which provides a community benefit to an identified drainage concern.

Earle B. asked about the sidewalk and that drainage is included in that program. Michelle M. stated grants are being applied for. Michael S. stated this cost share will assist in that cost as well. Discussion ensued and it was stated the town’s portion would be due upon completion. It was asked if we were committing to 50% of the cost or a set dollar amount? Michael S. stated the town portion would be a fixed amount not to exceed \$125k not 50% of the actual costs should they exceed the stated estimated cost as stated in the Cost Share Agreement.

Motion by Terry A., second by Tom S., to approve Resolution 08 – Series 2022 a Resolution approving the Final Subdivision Improvement Agreement for Belden Place located in the 1200 Block of the South Town Character Area Residential Zone District as presented. Motion passed 7-0.

4. Resolution 10 – Series 2022 a Resolution approving a Cost Share Agreement between the Town and Miners Base Camp for the construction of a Stormwater Sewer Improvement – Metteer/Sawyer

The following addresses both Resolution 10 – 2022 and 11 – 2022.

As part of the Belden Place PUD application, the applicant is proposing to construct a stormwater sewer in order to adequately address drainage on the property. The proposed sewer will cross U.S. Highway 24 through the Town’s Boneyard Open Space and outfall onto U.S. Forest

Service property along the bank of the Eagle River. The sewer pipe effectively breaches the dam that is U.S. Highway 24 and mitigating the generally poor drainage conditions on the west side of the highway.

Because improvement would benefit more than the Belden property, is included in the Town's Master Drainage Plan, and approved by CDOT as part the Town's "Main Street (US 24) Pedestrian Improvements" staff felt that sharing costs with the applicant was a fair way to proceed. Town Council gave staff direction at the November 3, 2021 Council meeting to move forward with the applicant on the terms of an agreement to share costs. As part of the materials included for approval for the Belden Place PUD Final Plat and Plan, we have drafted a Cost Share and Construction Management Agreement, to be approved by Resolution No. 10 – Series 2022 committing the Town to contribute \$124,791 to the project, which is half of the current cost estimate provided by the developer. The agreement also provides the Town with the ability to approve the contractor selected for the construction and conduct oversight of the work. The agreement will only go into effect upon the meeting of four conditions: 1) final approval by Eagle Valley Land Trust (EVLTL), 2) authorization by the U.S. Forest Service (USFS) to cross federal land, 3) budgeting and appropriation by the Town for the expenditure, and 4) posting of security pursuant to the SIA. The following explains the status of each condition.

Elmer Christensen, 907 Main St., said he was told they would have the water, drainage, etc in 1962. He has been dealing with the drainage that entire time. It needs to be addressed as every spring they have drainage problems. This would be a big improvement.

Motion by Terry A., second by Eric G., to approve Resolution 10 – Series 2022 a Resolution approving a Cost Share Agreement between the Town and Miners Base Camp for the construction of a Stormwater Sewer Improvement as presented. Motion passed 7-0.

5. Resolution 11 – Series 2022 a Resolution approving a Land Use Covenant relating to the implementation of the Belden Place PUD Drainage Plan – Metteer/Sawyer

Michael S. stated once the plat is recorded the lots can be sold/transferred. This requires the covenant to prevent building on those lots where the drainage pond would sit. Once the drainage is completed and the offsite work is completed, then the covenant would be lifted on those lots.

Motion by Tom S., second by Gusty K., to approve Resolution 11 – Series 2022 a Resolution approving a Land Use Covenant relating to the implementation of the Belden Place PUD Drainage Plan as presented. Motion passed 7-0.

6. Resolution No. 09 – Series 2022 a Resolution appointing a Planning Commission Member – Hunn

Note: At this time Terry A. recused herself from the dais as she is married to a Planning Commission Applicant resulting in a conflict of interest.

Minturn Planning Commission is a five member/plus one alternate commission appointed for two year overlapping terms. Members are appointed by the Town Council for two-year terms that run

April through March. Similar to Council there are no term limits, only that public review and appointment take place.

Staff has advertised the commission openings and received four applications all of whom are qualified to serve. Council is asked to appoint TWO of the four applicants. In order to be qualified an applicant must be a resident of Minturn for more than 12 months and a registered voter.

It was noted that Mr. Germond was not available and Jeff Armistead attended via Zoom. Mr. Germond will remain on the ballot and may be voted on. The applicants introduced themselves and stood for questions.

Applicants (in order of Receipt):

Mr. Jeff Armistead – 1632 Main St (seeking re-appointment)

Mr. Michael Boyd – 504 Eagle St

Mr. David Germond – 150 Lions Ln

Mr. Chris Manning – 293 Boulder St (seeking re-appointment)

Voting Summary:

Round 1; Jeff A. and Michael B. both received 6 votes and were appointed.

Motion by Eric G., second by Lynn F., to approve Resolution No. 09 – Series 2022 a Resolution appointing a Planning Commission Member appointing Jeff Armistead and Michael Boyd as members through March 31, 2024. Motion passed 6-0. Note: Terry A. was recused and did not vote.

Terry A. resumed her seat at the dais.

STAFF REPORTS

1. Town Manager Update

Congressionally Directed Spending

Thanks to the efforts of Senators Bennet and Hickenlooper, Minturn has been awarded \$1,000,000 toward the construction of the new water tank! Many thanks to our Senators!

GoPro Mountain Games

We're excited to have the Minturn Bike Park hosting the [GoPro Dual Slalom on Wednesday, June 8th](#) as part of the Mountain games this year. Minturn's dual slalom course is one of only a few in the country and will hopefully attract a very competitive group of athletes. The day is tentatively scheduled to finish off with a concert at Little Beach Park. We look forward to seeing everyone there! Michelle M. thanked Vail Trials, Vail Valley Mountain Bike Alliance, Terry A. and Cindy Krieg for their support and work on this event.

Downtown Colorado Inc. Challenge Town

The first Minturn Challenge Town meeting was held last week. We are hopeful for more

participation moving forward. The Town has invested \$25,000 toward finding solutions to issues facing the Downtown and Minturn needs its Downtown business owners invested in the vitality of the area. We encourage more business owners to start taking part!

Historic Preservation

Attorney Terry Gorrell, Madison Harris and I started work on the draft Historic Preservation Ordinance for review by the Committee, and then Planning Commission and Council. We hope to have this going before the Planning Commission in the next few months.

Main Street Directory & Heritage Celebration

Staff has been working on a Main Street directory since last fall. Although it's still in the draft phase, we're hopeful to have a completed project by later this spring for installation by early summer.

Previous Updates:

Water TAP Moratorium Review

Staff will be asking Council in the coming months to consider amendments to the water tap moratorium. Given the extensive concern expressed by Council regarding number of taps remaining, Council should consider not allowing three taps (which is currently allowed under the moratorium) to any building project in town. More to come on this.

Email Communications

I've started having more group communications with residents in town based on geographic area. If anyone is interested in getting random emails from me when something in your neck of the woods might be occurring, feel free to shoot me your email and physical address and I'll start compiling group emails by area of town. Send information to: manager@minturn.org.

Michelle M. discussed the Council Retreat. This will be held on May 4. The event will be an all day event. (Approx 10am-7pm)

FUTURE AGENDA ITEMS

Chapter 13 water and landscaping

April 20 will be ethics training

Minturn north on April 6

ADJOURN

Motion by George B., second by Gusty K., to adjourn at 9:07pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

Council Meetings:

- March 2, 2022
- March 16, 2022
- April 6, 2022
- April 20, 2022



To: Mayor and Council
From: Jay Brunvand
Date: April 6, 2022
Agenda Item: Resolution 13 – Series 2022

REQUEST:

Extend The Minturn Saloon Temporary H&R Liquor License 40 days as allowed by CRS 44-3-303(4).

INTRODUCTION:

On December 8, 2021 the Town Council approved a Temporary Permit for 120 days to allow the Minturn Saloon to continue serving alcohol during the transfer process of the business between the new owner and the previous owner. State law allows a Temporary Permit to be issued by the local authority (Minturn) for up to 120 days and then allows for an extension of 40 days if necessary. All information for the new license was approved by the Council and submitted to the state on 12/9/2021 and is in the review process at the state level. I have been in near constant contact with the state and they have requested this extension on their behalf as it is taking longer than anticipated. Therefore, I am requesting Council extend the Temporary Permit the allowed 40 days to accommodate the state review process.

Without this approved extension the Minturn Saloon would be required to cease liquor sale due to no fault of their own beginning April 17. The existing Temporary Permit is set to expire on 4/16/22, this request, if granted, will extend the Permit to May 26, 2022.

Staff notes that, based on similar issues in other municipalities statewide, it is possible we will need to re-approve and re-issue a second Temporary Permit which would begin the 120 day count once this extension date draws near.

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:

This item is approved as part of the Consent Agenda and no further action is required.

ATTACHMENTS:

- Current Temporary Permit for The Minturn Saloon.

**TOWN OF MINTURN
APPLICATION FOR TEMPORARY LIQUOR LICENSE PERMIT
PENENDING TRANSFER OF OWNERSHIP**

NOTICE: Any individual or corporation applying for a temporary permit is charged with the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in C.R.S. Title 12, Articles 46 and 47.

APPLICANT
NAME: Constance Mazza

TRADE
NAME: The Minturn Saloon,

MAILING
ADDRESS: PO Box 2653, Edwards, CO, 81632

PHYSICAL
ADDRESS: 146 Main St., Minturn, CO, 81645

BUSINESS PHONE: 970-827-5954 HOME PHONE: _____

TRADE NAME OF EXISTING LICENSE (IF DEFFERENT FROM ABOVE):

LICENSE # OF ESTABLISHMENT BEING PERMITTED: _____
EXPIRATION DATE: 12/26/21 TYPE OF LICENSE: HOTEL + RESTAURANT (CITY)

<u>Constance Mazza</u>	<u>Owner-operator</u>	<u>11/27/21</u>
APPLICANT	TITLE	DATE

NOTE: A temporary liquor license permit may be issued only if a completed application for a transfer of ownership along with all required documentation and associated fees has been submitted to the Town of Minturn, Town Clerk's Office, 302 Pine St, Minturn, CO 81645

A temporary liquor license permit is valid for no more than one hundred twenty days C.R.S. 44-3-303(4) from the date of issuance and is automatically void upon completion of the transfer of ownership and issuance of a new permanent liquor license in the name of the above applicant by the Colorado Division of Liquor Enforcement and the Town of Minturn Local Licensing Authority.

This permit may be canceled, revoked, or summarily suspended if the Local or State Licensing Authority determines there is probable cause to believe that the transferee has violated any provision of the Colorado Liquor/Beer Code or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to truthfully disclose those matters required pursuant to the application forms

FOR OFFICE USE ONLY	
DATE PERMIT APPLICATION FILED: <u>12/8/2021</u>	_____
DATE COMPLETED PAPERWORK ACCEPTED: <u>1/3/2022</u>	_____
PERMIT FEE COLLECTED (\$100.00/LOCAL ONLY): <u>yes</u>	_____
EFFECTIVE DATE: <u>12/17/21</u>	EXPIRATION DATE: <u>4/16/22</u>
APPROVED BY: _____	ATTEST: _____

Approval of 40 day extension 4/6/2022 Earle Bidez, Mayor _____
ATTEST _____

To: Minturn Town Council
From: Michelle Metteer
Date: April 6, 2022
RE: Congressionally Directed Spending Support Letter

REQUEST:

Approve the Mayor to sign a letter of support for Minturn’s Congressionally Directed Spending Funding Request.

INTRODUCTION:

Congressionally Directed Funding for 2023 is now taking applications.

ANALYSIS:

Minturn will be requesting \$2.5M toward the construction of the Town’s new water treatment plant.

COMMUNITY INPUT: Ongoing

BUDGET / STAFF IMPACT: Approximately \$14M

STRATEGIC PLAN ALIGNMENT:

Practice fair, transparent and communicative local government

Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn

RECOMMENDED ACTION OR PROPOSED MOTION: Approve as part of the consent agenda.

ATTACHMENTS:

- Letter of Support
- Engineer’s Estimate of Probable Cost



Town of Minturn
301 Boulder St #309
Minturn, CO 81645
970-827-5645
council@minturn.org
www.minturn.org

April 6, 2022

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, DC 20510

The Honorable John Hickenlooper
374 Russell Senate Office Building
Washington, DC 20510

Subject: Request for Your Support in Congress to Construct a New Water Treatment Plant in the Town of Minturn, Colorado

Dear Senator Bennet and Senator Hickenlooper,

On behalf of the Town of Minturn, I write to respectfully request your support in Minturn's efforts to leverage federal resources to construct a new Minturn water treatment plant. This facility is critical to bringing the town into compliance with the Colorado Primary Drinking Water Regulations as the existing plant was found to have significant deficiencies and was in violation of these regulations. This new plant will also ensure the upkeep of public health and safety by providing clean, usable water that will support current and future needs of the community.

We understand that the United States Senate Committee on Appropriations is now accepting requests from Members for "Congressionally Directed Spending" and urge you to consider the construction of a Minturn Water Treatment Plan a top priority for funding. Federal funding in support of this project is critical to improving water infrastructure to protect the well-being of Minturn residents.

Thank you for your consideration of this water treatment plant construction project, and please do not hesitate to contact me directly if you wish to discuss. We thank you for your continued support of the Town of Minturn.

Sincerely,

Earle Bidez
Mayor
Town of Minturn



Project: New WTP, Eagle River Diversion and Domestic Water Main
Date: 2/24/22

Membranes, CIP and skid	1	ls	\$ 1,000,000	\$ 1,000,000
Pre-treatment System	1	ls	\$ 500,000	\$ 500,000
CMU Building	2400	sqft	\$ 175	\$ 420,000
Concrete for Buidling Foundation	133.0	cy	\$ 800	\$ 107,000
Site Grading	1	ls	\$ 50,000	\$ 50,000
HVAC improvements	1	ls	\$ 200,000	\$ 200,000
Electrical/Instrumentation	1	ls	\$ 400,000	\$ 400,000
Clearwell Pumps and Appurtenances	2	ls	\$ 15,000	\$ 30,000
Chemical Feed Systems	2	ls	\$ 25,000	\$ 50,000
Disinfection System	1	ls	\$ 25,000	\$ 25,000
Process piping	1	ls	\$ 400,000	\$ 400,000
Yard piping	1	ls	\$ 200,000	\$ 200,000
Erosion Control	1	ls	\$ 5,000	\$ 5,000
Electrical Service (bury power lines)	3900	ls	\$ 50	\$ 195,000
Waste Storage Tank	28	cy	\$ 1,200	\$ 33,600
2" Waste Line	1200	lf	\$ 150	\$ 180,000
Waste Pumps and Appurtenances	2	ea	\$ 7,500	\$ 15,000
Clearwell	40.9	cy	\$ 1,200	\$ 50,000
Dewatering	1	ls	\$ 100,000	\$ 100,000
8" DIP Maloit Park Transmission Main	1200	lf	\$ 200	\$ 240,000
Aerial Crossing (200 lf)	1	ls	\$ 300,000	\$ 300,000
Coating	1	ls	\$ 250,000	\$ 250,000
SecurityFencing	1	ls	\$ 25,000	\$ 25,000
Fire Suppression System	1	ls	\$ 150,000	\$ 150,000
back-up generator	1	ls	\$ 400,000	\$ 400,000
Fire pumps/booster pumps	3	ea	\$ 25,000	\$ 75,000
surge anticipator valve	1	ea	\$ 10,000	\$ 10,000
			Subtotal WTP	\$ 5,410,600

Transmission Main				
12" DIP Town Transmission Main	3900	ls	\$ 250	\$ 975,000
erosion control	1	ls	\$ 5,000	\$ 5,000
			Subtotal Transmission to Town	\$ 980,000

Diversion Structure				
Concrete Diversion Structure	1	ls	\$ 100,000	\$ 100,000
Screens	1	ls	\$ 25,000	\$ 25,000
Valves	1	ls	\$ 15,000	\$ 15,000
Coffer Dam and Dewatering at Diverson	1	ls	\$ 50,000	\$ 50,000
Excavation for Diversion	1	ls	\$ 50,000	\$ 50,000
Scour Protection at Diversion	1	ls	\$ 25,000	\$ 25,000
Site Improvements/Access	1	ls	\$ 100,000	\$ 100,000
Wet Well	1	ls	\$ 35,000	\$ 35,000
Dewatering at Wet Well	1	ls	\$ 25,000	\$ 25,000
Excavation for Wet Well	1	ls	\$ 20,000	\$ 20,000
Pumps and Appurtenances	2	ls	\$ 25,000	\$ 50,000
Building	1	lf	\$ 75,000	\$ 75,000
Electrical and Instrumentation	1	ea	\$ 200,000	\$ 200,000
HVAC	1	ls	\$ 15,000	\$ 15,000
4" Piping to WTP	4200	lf	\$ 150	\$ 630,000
Highway Crossing	1	ls	\$ 35,000	\$ 35,000
Restoration	1	ls	\$ 15,000	\$ 15,000
Erosion Control	1	ls	\$ 15,000	\$ 15,000
			Subtotal Eagle River Diversion	\$ 1,480,000

		WTP	Diversion	Transmission Main
Traffic Control		\$ -	\$ 25,000	
Survey		\$ 5,000	\$ 12,500	\$ 7,500
Environmental		\$ 10,000	\$ 40,000	\$ 20,000
Geotech (testing and investigation)		\$ 30,000	\$ 20,000	\$ 2,500
Mobilization	10%	\$ 541,060	\$ 148,000	\$ 98,000
Labor	10%	\$ 541,060	\$ 148,000	\$ 98,000
Permits		\$ 10,000	\$ 25,000	\$ 5,000
Overhead/Bonds/Insurance	10%	\$ 541,060	\$ 148,000	\$ 98,000
Engineering	10%	\$ 541,060	\$ 148,000	\$ 98,000
CM	10%	\$ 541,060	\$ 148,000	\$ 98,000
Contingency	30%	\$ 1,623,180	\$ 444,000	\$ 294,000
SUE		\$ 10,000	\$ 30,000	\$ 5,000
		\$ 9,810,000	\$ 2,820,000	\$ 1,810,000

TOTAL \$14,440,000

To: Minturn Town Council
From: Michelle Metteer
Date: April 6, 2022
RE: SB22-180 – Increased Use of Transit

REQUEST:

Approve the Mayor to sign a letter of support for Senate Bill 22-180 which would increase Bustang service along I-70 in addition to providing funding sources for local transit agencies to create fare-free zones during the high ozone summer months.

INTRODUCTION:

This bill is an effort to reduce traffic and congestion on I-70 during times when the ozone season is particularly bad.

ANALYSIS:

This bill has the opportunity to support state-wide efforts such as Bustang but also might support more local efforts if Eagle County approves our own regional transit authority.

COMMUNITY INPUT: Ongoing

BUDGET / STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT:

Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn

RECOMMENDED ACTION OR PROPOSED MOTION: Approve as part of the consent agenda.

ATTACHMENTS:

- Letter of Support
- SB22-180



Town of Minturn
301 Boulder St #309
Minturn, CO 81645
970-827-5645
council@minturn.org
www.minturn.org

April 6, 2022

Senator Faith Winter
200 E Colfax Rm 346
Denver, CO 80203

Dear Senator Winter,

We are writing today to inform you of our support for SB22-180. Thank you for introducing this legislation that will reduce the number of vehicles on the road and reduce harmful emissions in our state and on the I-70 corridor.

Pollution levels in the state continue to rise with increasing population and number of vehicles on the roads. This bill will help get people out of their cars and into transit in their neighborhoods, both through provisions to provide free transit service on existing routes during summer months, and through an exciting pilot program to expand the frequency of Bustang.

We are pleased that the free fare program will provide a savings to consumers during summer months – at least a month for the next two years and potentially more in the mountains. Summer is when ozone pollution in some areas of the state is of greatest concern—knowing that air pollution doesn't respect jurisdictional boundaries. Also, summer is a great time for new riders to try transit, with warm weather and many more people enjoying Colorado's beautiful hiking and camping destinations since the pandemic.

We especially want to express our support for the provision of this bill which would task CDOT to take on an ambitious, \$30 million, pilot program that will significantly increase the frequency of Bustang on I-25 and I-70. This pilot has immense potential that is particularly exciting for communities along the I-70 corridor. Of note, Bustang along I-70 is up to almost 90% of pre-COVID ridership, which tells us that there is a lot more demand for mountain transit. We are thrilled that CDOT's new "Pegasus" service will soon offer some additional weekend service to and from destinations closer to Denver, but we can and must do more quickly, and this pilot is a tremendous opportunity.

Put simply, this will be a win for our economy and our environment. It will reduce traffic, improve access to jobs and ecotourism, and improve quality of life.

As both residents and visitors know, the geography that makes I-70 beautiful also makes travel challenging. Drivers face high mountain terrain, steep curves, and extreme weather conditions, and with the roadway hemmed in by mountains, we truly cannot build our way out of the congestion that concentrates around weekends especially. Moreover, the beauty of the corridor and quality of life in our mountain communities means rapid growth, increasing housing prices,

and sometimes long commutes for those of us who live and work in the corridor. For example, a resident of Eagle or Silverthorne might commute 30 miles to Vail, and a resident of Rifle might commute 40-70 miles to work in the Roaring Fork Valley. As housing prices rise, these types of daily commutes are becoming even more common.

In the mountain communities, we are fortunate to have Roaring Fork Transportation Authority's "Fast, Frequent, and Fun" bus rapid transit service along Highway 82 setting a national model for rural transit and both Eco and the Summit Stage providing quality transit options within their corridors. However, while Colorado's mountain communities boast the highest rural transit ridership in the country, many residents live and work across the boundary lines of these transit districts, with I-70 as the "missing link" during commuter hours.

As Colorado's popularity as a tourism destination continues to grow, more visitors also means more traffic – and more drivers who are unfamiliar with mountain road conditions, or with the rental cars that they often drive. Services like Bustang and Snowstang can provide a more relaxing, and much safer, alternative, allowing passengers to take in the natural beauty of their surroundings while leaving the driving to a professional.

All of these factors point to one thing: more transit along I-70 with great enough frequency to serve commuters and visitors alike. The pilot program that would be established through this bill provides a critical pathway to provide travelers with more options quickly and demonstrate the realm of the possible as we work together to get more people on transit, achieve cleaner air, and adapt to a rapidly changing economy.

Thank you to you and your fellow sponsors for your vision in proposing this ambitious package.

Sincerely,

Earle Bidez
Mayor
Town of Minturn

Second Regular Session
Seventy-third General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 22-0910.02 Megan Waples x4348

SENATE BILL 22-180

SENATE SPONSORSHIP

Winter and Hinrichsen,

HOUSE SPONSORSHIP

Gray and Bacon,

Senate Committees
Transportation & Energy

House Committees

A BILL FOR AN ACT

101 CONCERNING PROGRAMS TO REDUCE GROUND LEVEL OZONE THROUGH
102 INCREASED USE OF TRANSIT.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill creates the ozone season transit grant program (program) in the Colorado energy office (office). The program provides grants to the regional transportation district (RTD) and transit associations in order to provide free transit services for at least 30 days during ozone season. A transit association receiving a grant may use the money to make grants to eligible transit agencies. The eligible transit agencies may use the money

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

to provide at least 30 days of new or expanded free transit services during ozone season. The RTD may use grant money to cover up to 80% of the costs of providing free transit for at least 30 days on all services offered by the RTD during ozone season. Eligible transit agencies and the RTD can use the money to cover lost fare box revenues and to pay for other expenses necessary to implement the program, including expenses associated with an increase in ridership as a result of the program. The RTD and a transportation association receiving a grant are required to report to the office on the services offered and estimates of the change in ridership as a result of the program.

The office is required to establish policies governing the program and to report to the house and senate transportation committees by December 31 of each year of the program. The program is repealed, effective July 1, 2024.

The transit and rail division (division) in the department of transportation is required to create a 3-year pilot project to extend state-run transit services throughout the state with the goals of reducing ground level ozone, increasing ridership, and reducing vehicle miles traveled in the state. The division is required to report to the transportation legislation review committee on the pilot project. The pilot project is repealed, effective July 1, 2026.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 hereby finds and declares that:

4 (a) Ground level ozone poses health risks to all Coloradans,
5 especially to vulnerable populations including the elderly, young children,
6 and people with asthma or other respiratory diseases;

7 (b) The negative effects of ozone exposure include pain when
8 breathing deeply, coughing, sore throat, and inflamed or damaged
9 airways;

10 (c) Ozone exposure can also exacerbate existing respiratory
11 conditions including asthma, emphysema, and chronic bronchitis and may
12 be a potential cause of asthma;

13 (d) Ozone is one of the most common ambient air pollutants along

1 the front range of Colorado;

2 (e) Ground level ozone forms when chemical reactions occur
3 between nitrogen emitted from cars and other sources and volatile organic
4 compounds in the presence of sunlight, making levels highest during the
5 summer months;

6 (f) Colorado's ozone season, which runs from June 1 through
7 August 31, poses significant health risks to Colorado's vulnerable
8 residents and can force individuals to restrict their daily activities and stay
9 indoors on days with high ozone levels;

10 (g) Reducing ground traffic and encouraging the use of public
11 transit can help lower ozone-forming emissions and thereby reduce
12 ground level ozone during the ozone season;

13 (h) Reducing ground level ozone serves an important public
14 interest by protecting the health and well being of all Coloradans,
15 especially those who are vulnerable to the negative impacts of ozone
16 exposure;

17 (i) Offering free transit has increased transit use in other
18 communities and can help rebuild ridership following the COVID-19
19 pandemic; and

20 (j) Creating a grant program to provide free public transit during
21 ozone season will promote public health and serve the interests of all
22 Coloradans.

23 **SECTION 2.** In Colorado Revised Statutes, **add** 24-38.5-113 as
24 follows:

25 **24-38.5-113. Ozone season transit grant program - fund -**
26 **creation - policies - report - definitions - repeal.** (1) AS USED IN THIS
27 SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1 (a) "ELIGIBLE TRANSIT AGENCY" MEANS AN ENTITY THAT IS:

2 (I) A REGIONAL SERVICE AUTHORITY PROVIDING SURFACE
3 TRANSPORTATION PURSUANT TO PART 1 OF ARTICLE 7 OF TITLE 32, A
4 REGIONAL TRANSPORTATION AUTHORITY CREATED PURSUANT TO PART 6
5 OF ARTICLE 4 OF TITLE 43, OR ANY OTHER POLITICAL SUBDIVISION OF THE
6 STATE, PUBLIC ENTITY, OR NONPROFIT CORPORATION PROVIDING MASS
7 TRANSPORTATION SERVICES TO THE GENERAL PUBLIC OTHER THAN THE
8 REGIONAL TRANSPORTATION DISTRICT; AND

9 (II) ELIGIBLE TO RECEIVE MONEY UNDER A GRANT AUTHORIZED BY
10 49 U.S.C. SEC. 5307 OR 49 U.S.C. SEC. 5311.

11 (b) "FUND" MEANS THE OZONE SEASON TRANSIT GRANT PROGRAM
12 FUND ESTABLISHED IN SUBSECTION (8) OF THIS SECTION.

13 (c) "OFFICE" MEANS THE COLORADO ENERGY OFFICE CREATED IN
14 SECTION 24-38.5-101.

15 (d) "OZONE SEASON" MEANS THE PERIOD FROM JUNE 1 TO AUGUST
16 31 OF A CALENDAR YEAR.

17 (e) "PROGRAM" MEANS THE OZONE SEASON TRANSIT GRANT
18 PROGRAM CREATED IN SUBSECTION (2) OF THIS SECTION.

19 (f) "REGIONAL TRANSPORTATION DISTRICT" MEANS THE REGIONAL
20 TRANSPORTATION DISTRICT ESTABLISHED IN ARTICLE 9 OF TITLE 32.

21 (g) "TRANSIT ASSOCIATION" MEANS A COLORADO NONPROFIT
22 CORPORATION FORMED TO REPRESENT TRANSIT INTERESTS IN COLORADO
23 WHOSE MEMBERSHIP INCLUDES TRANSIT AGENCIES, TRANSIT-RELATED
24 BUSINESSES, AND GOVERNMENTAL ENTITIES.

25 (2) THE OZONE SEASON TRANSIT GRANT PROGRAM IS CREATED IN
26 THE OFFICE. THE PURPOSES OF THE PROGRAM ARE:

27 (a) TO PROVIDE GRANTS TO TRANSIT ASSOCIATIONS FOR THE

1 PURPOSE OF PROVIDING GRANTS TO ELIGIBLE TRANSIT AGENCIES IN ORDER
2 TO OFFER FREE TRANSIT SERVICES FOR A MINIMUM OF THIRTY DAYS
3 DURING OZONE SEASON; AND

4 (b) TO PROVIDE GRANTS TO THE REGIONAL TRANSPORTATION
5 DISTRICT FOR THE PURPOSE OF PROVIDING FREE TRANSPORTATION
6 SERVICES FOR A MINIMUM OF THIRTY DAYS DURING OZONE SEASON.

7 (3) THE OFFICE SHALL ADMINISTER THE PROGRAM AND AWARD
8 GRANTS IN ACCORDANCE WITH THIS SECTION AND THE POLICIES
9 DEVELOPED BY THE OFFICE PURSUANT TO SUBSECTION (6) OF THIS
10 SECTION. SUBJECT TO AVAILABLE APPROPRIATIONS, GRANTS SHALL BE
11 PAID OUT OF THE FUND.

12 (4) TO RECEIVE A GRANT, A TRANSIT ASSOCIATION OR THE
13 REGIONAL TRANSPORTATION DISTRICT MUST SUBMIT AN APPLICATION TO
14 THE OFFICE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION
15 AND THE POLICIES ESTABLISHED BY THE OFFICE IN ACCORDANCE WITH
16 SUBSECTION (6) OF THIS SECTION. THE OFFICE MAY AWARD GRANTS OF UP
17 TO THREE MILLION DOLLARS EACH YEAR TO A TRANSIT ASSOCIATION AND
18 UP TO ELEVEN MILLION DOLLARS EACH YEAR TO THE REGIONAL
19 TRANSPORTATION DISTRICT.

20 (5) A GRANT RECIPIENT MAY USE THE GRANT MONEY AS FOLLOWS:

21 (a) (I) A TRANSIT ASSOCIATION THAT RECEIVES A GRANT MAY USE
22 THE MONEY TO ESTABLISH A GRANT PROGRAM FOR ELIGIBLE TRANSIT
23 AGENCIES IN ACCORDANCE WITH THIS SECTION. A TRANSIT ASSOCIATION
24 MAY USE A PORTION OF THE GRANT MONEY TO PAY ITS DIRECT AND
25 INDIRECT COSTS IN ADMINISTERING THE GRANT PROGRAM.

26 (II) TO RECEIVE A GRANT FROM THE TRANSIT ASSOCIATION, AN
27 ELIGIBLE TRANSIT AGENCY MUST SUBMIT AN APPLICATION TO THE TRANSIT

1 ASSOCIATION. AT A MINIMUM, THE APPLICATION MUST DESCRIBE THE FREE
2 TRANSIT SERVICES THAT WILL BE PROVIDED OR EXPANDED WITH THE
3 GRANT MONEY, INDICATE TO WHAT EXTENT THE ELIGIBLE TRANSIT
4 AGENCY WILL MATCH THE GRANT MONEY WITH OTHER MONEY, AND
5 COMMIT TO PROVIDING THE NEW OR EXPANDED FREE SERVICES FOR AT
6 LEAST THIRTY DAYS DURING THE OZONE SEASON.

7 (III) AN ELIGIBLE TRANSIT AGENCY THAT RECEIVES A GRANT
8 THROUGH THE TRANSIT ASSOCIATION MAY USE THE MONEY TO COVER THE
9 COSTS ASSOCIATED WITH PROVIDING NEW OR EXPANDED FREE TRANSIT
10 SERVICES WITHIN ITS SERVICE AREA DURING OZONE SEASON, INCLUDING
11 OFFERING ADDITIONAL FREE ROUTES OR EXPANDING SERVICE ON ROUTES
12 FOR WHICH THE ELIGIBLE TRANSIT AGENCY CURRENTLY OFFERS FREE
13 SERVICE. GRANT MONEY MAY BE USED TO REPLACE FARE BOX REVENUE
14 AND TO PAY FOR OTHER EXPENSES NECESSARY TO IMPLEMENT THE
15 PROGRAM, INCLUDING EXPENSES ASSOCIATED WITH AN INCREASE IN
16 RIDERSHIP AS A RESULT OF THE PROGRAM.

17 (IV) AN ELIGIBLE TRANSIT AGENCY SHALL NOT USE GRANT MONEY
18 TO OFFSET OR REPLACE FUNDING FOR FREE TRANSIT SERVICES THAT THE
19 ELIGIBLE TRANSIT AGENCY OFFERED AS OF JANUARY 1, 2022.

20 (V) IN AWARDING GRANTS UNDER THIS SUBSECTION (5)(a), THE
21 TRANSIT ASSOCIATION SHALL:

22 (A) ALLOCATE MONEY AMONG APPLICANTS WITH THE GOALS OF
23 REDUCING OZONE FORMATION, INCREASING RIDERSHIP ON TRANSIT, AND
24 REDUCING VEHICLE MILES TRAVELED IN THE STATE; AND

25 (B) CONSIDER THE EXTENT TO WHICH THE APPLICANT WILL MATCH
26 GRANT MONEY WITH OTHER MONEY.

27 (VI) EACH ELIGIBLE TRANSIT AGENCY THAT RECEIVES A GRANT

1 SHALL REPORT ON THE USE OF THE MONEY TO THE TRANSIT ASSOCIATION
2 IN ACCORDANCE WITH POLICIES ESTABLISHED BY THE TRANSIT
3 ASSOCIATION AND THE OFFICE. THE REPORT MUST INCLUDE, AT A
4 MINIMUM, INFORMATION ON HOW THE GRANT MONEY WAS SPENT; THE
5 FREE SERVICES THAT WERE OFFERED USING THE GRANT MONEY; AND
6 ESTIMATES OF THE CHANGE IN RIDERSHIP DURING THE PERIOD THAT FREE
7 SERVICES WERE OFFERED COMPARED TO PREVIOUS MONTHS, THE SAME
8 MONTH IN PREVIOUS YEARS, AND THE MONTHS AFTER THE PROGRAM
9 CONCLUDED. THE REPORT MAY INCLUDE ADDITIONAL INFORMATION,
10 INCLUDING A NARRATIVE ANALYSIS, TO PROVIDE CONTEXT ON THE
11 RIDERSHIP DATA INCLUDED IN THE REPORT. ON OR BEFORE DECEMBER 1
12 OF EACH YEAR OF THE GRANT PROGRAM, THE TRANSIT ASSOCIATION SHALL
13 SUBMIT A REPORT TO THE OFFICE COMPILING AND SUMMARIZING THE
14 REPORTED INFORMATION FOR ALL ELIGIBLE TRANSIT AGENCIES THAT
15 RECEIVED A GRANT THROUGH THE TRANSIT ASSOCIATION.

16 (VII) A TRANSIT ASSOCIATION RECEIVING A GRANT SHALL
17 DEVELOP AND PUBLICIZE POLICIES FOR THE GRANT, INCLUDING THE
18 PROCESS AND DEADLINES FOR AN ELIGIBLE TRANSIT AGENCY TO APPLY FOR
19 AND RECEIVE A GRANT, THE INFORMATION AND DOCUMENTATION
20 REQUIRED FOR THE APPLICATION, REPORTING REQUIREMENTS AND
21 DEADLINES, AND ANY ADDITIONAL REQUIREMENTS NECESSARY TO
22 ADMINISTER THE GRANT.

23 (b) (I) THE REGIONAL TRANSPORTATION DISTRICT MAY USE GRANT
24 MONEY TO COVER UP TO EIGHTY PERCENT OF THE COSTS OF PROVIDING AT
25 LEAST THIRTY DAYS OF FREE TRANSIT ON ALL SERVICES OFFERED BY THE
26 REGIONAL TRANSPORTATION DISTRICT. GRANT MONEY MAY BE USED TO
27 REPLACE FARE BOX REVENUE AND TO PAY FOR OTHER EXPENSES

1 NECESSARY TO IMPLEMENT THE PROGRAM, INCLUDING EXPENSES
2 ASSOCIATED WITH AN INCREASE IN RIDERSHIP AS A RESULT OF THE
3 PROGRAM.

4 (II) ON OR BEFORE DECEMBER 1 OF EACH YEAR FOR WHICH THE
5 REGIONAL TRANSPORTATION DISTRICT RECEIVES A GRANT, THE REGIONAL
6 TRANSPORTATION DISTRICT SHALL SUBMIT A REPORT TO THE OFFICE ON
7 THE IMPLEMENTATION OF THE PROGRAM IN ACCORDANCE WITH THE
8 POLICIES ESTABLISHED BY THE OFFICE. AT A MINIMUM, THE REPORT MUST
9 INCLUDE INFORMATION ON HOW THE GRANT MONEY WAS SPENT; THE FREE
10 SERVICES THAT WERE OFFERED USING THE GRANT MONEY; AND ESTIMATES
11 OF THE CHANGE IN RIDERSHIP DURING THE PERIOD THAT FREE SERVICES
12 WERE OFFERED COMPARED TO PREVIOUS MONTHS, THE SAME MONTH IN
13 PREVIOUS YEARS, AND THE MONTHS AFTER THE PROGRAM CONCLUDED.
14 THE REPORT MAY INCLUDE ADDITIONAL INFORMATION, INCLUDING A
15 NARRATIVE ANALYSIS, TO PROVIDE CONTEXT ON THE RIDERSHIP DATA
16 INCLUDED IN THE REPORT.

17 (III) THE STATE AUDITOR SHALL AUDIT THE REGIONAL
18 TRANSPORTATION DISTRICT'S USE OF THE GRANT MONEY AS PART OF ITS
19 NEXT PERFORMANCE AUDIT OF THE REGIONAL TRANSPORTATION DISTRICT
20 CONDUCTED PURSUANT TO SECTION 32-9-115 (3).

21 (6) THE OFFICE SHALL ESTABLISH AND PUBLICIZE POLICIES FOR THE
22 PROGRAM. AT A MINIMUM, THE POLICIES MUST ADDRESS THE PROCESS AND
23 ANY DEADLINES FOR APPLYING FOR AND RECEIVING A GRANT UNDER THE
24 PROGRAM, THE INFORMATION AND DOCUMENTATION REQUIRED FOR THE
25 APPLICATION, REPORTING REQUIREMENTS AND DEADLINES, AND ANY
26 ADDITIONAL POLICIES NECESSARY TO ADMINISTER THE PROGRAM.

27 (7) THE OFFICE MAY SEEK, ACCEPT, AND EXPEND GIFTS, GRANTS,

1 OR DONATIONS FROM PRIVATE OR PUBLIC SOURCES FOR THE PURPOSES OF
2 THIS SECTION. THE OFFICE SHALL TRANSMIT ALL MONEY RECEIVED
3 THROUGH GIFTS, GRANTS, OR DONATIONS TO THE STATE TREASURER, WHO
4 SHALL CREDIT THE MONEY TO THE FUND.

5 (8) (a) THE OZONE SEASON TRANSIT GRANT PROGRAM FUND IS
6 HEREBY CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF
7 MONEY TRANSFERRED TO THE FUND IN ACCORDANCE WITH SUBSECTION
8 (8)(d) OF THIS SECTION, ANY OTHER MONEY THAT THE GENERAL ASSEMBLY
9 APPROPRIATES OR TRANSFERS TO THE FUND, AND ANY GIFTS, GRANTS, OR
10 DONATIONS CREDITED TO THE FUND PURSUANT TO SUBSECTION (7) OF THIS
11 SECTION.

12 (b) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND
13 INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE
14 FUND TO THE FUND.

15 (c) MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO THE
16 OFFICE FOR THE PURPOSES SPECIFIED IN THIS SECTION.

17 (d) THREE DAYS AFTER THE EFFECTIVE DATE OF THIS SUBSECTION
18 (8)(d), THE STATE TREASURER SHALL TRANSFER TWENTY-EIGHT MILLION
19 DOLLARS TO THE FUND.

20 (9) ON OR BEFORE DECEMBER 31 OF EACH YEAR OF THE PROGRAM,
21 THE OFFICE SHALL SUBMIT A REPORT ON THE IMPLEMENTATION OF THE
22 PROGRAM TO THE HOUSE OF REPRESENTATIVES TRANSPORTATION AND
23 LOCAL GOVERNMENT COMMITTEE AND THE SENATE TRANSPORTATION AND
24 ENERGY COMMITTEE, OR THEIR SUCCESSOR COMMITTEES. THE REPORT
25 MUST SUMMARIZE AND COMPILE THE INFORMATION SUBMITTED TO THE
26 OFFICE PURSUANT TO SUBSECTIONS (5)(a)(VI) AND (5)(b) OF THIS SECTION.

27 (10) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2024.

1 **SECTION 3.** In Colorado Revised Statutes, 43-1-117.5, **add** (4)
2 as follows:

3 **43-1-117.5. Transit and rail division - created - powers and**
4 **duties - pilot project to expand transit - repeal.** (4) (a) THE TRANSIT
5 AND RAIL DIVISION SHALL ESTABLISH A PILOT PROJECT, BEGINNING NO
6 LATER THAN JULY 1, 2022, AND CONCLUDING ON JUNE 30, 2025, FOR THE
7 EXTENSION OF STATE-RUN TRANSIT SYSTEMS. THE GOALS OF THE PILOT
8 PROJECT ARE TO INCREASE RIDERSHIP ON STATE-RUN TRANSIT, REDUCE
9 VEHICLE MILES TRAVELED IN THE STATE, AND REDUCE GROUND LEVEL
10 OZONE IN THE STATE.

11 (b) ON OR BEFORE DECEMBER 1, 2023, AND ON OR BEFORE
12 DECEMBER 1 OF EACH YEAR THROUGH 2025, THE TRANSIT AND RAIL
13 DIVISION SHALL REPORT TO THE TRANSPORTATION LEGISLATION REVIEW
14 COMMITTEE CREATED IN SECTION 43-2-145 ON THE IMPLEMENTATION OF
15 THE PILOT PROJECT, INCLUDING INFORMATION ON THE SERVICES THAT ARE
16 EXPANDED OR EXTENDED AND ESTIMATES OF THE INCREASED RIDERSHIP
17 AS A RESULT OF THE PILOT PROJECT.

18 (c) THREE DAYS AFTER THE EFFECTIVE DATE OF THIS SUBSECTION
19 (4), THE STATE TREASURER SHALL TRANSFER THIRTY MILLION DOLLARS TO
20 THE STATE HIGHWAY FUND CREATED IN SECTION 43-1-219 FOR USE BY THE
21 TRANSIT AND RAIL DIVISION FOR THE PURPOSES SPECIFIED IN THIS
22 SUBSECTION (4).

23 (d) THIS SUBSECTION (4) IS REPEALED, EFFECTIVE JULY 1, 2026.

24 **SECTION 4. Safety clause.** The general assembly hereby finds,
25 determines, and declares that this act is necessary for the immediate
26 preservation of the public peace, health, or safety.



To: Mayor and Council
From: Jay Brunvand
Date: April 6, 2022
Agenda Item: Minturn Scholarship Committee Appointment

REQUEST:

Council is asked to appoint ONE member from the Council to the Minturn Scholarship Committee.

INTRODUCTION:

Annually the Minturn Scholarship Committee grants scholarships to eligible Minturn citizens. The funds used for the scholarship are from the funds given to the town by Battle Mountain as a scholarship endowment. This committee consists of five members from the Council and local citizenry as well as an *ex officio* Director (Metteer), Council, and local citizens.

This request is for Council to appoint a COUNCIL member to the committee. Scholarship applications were due on March 31 so it is important this be appointed at the April 3 meeting. That Council Member is also a check signer on the Scholarship checking account ONLY (two signatures are required on each check and we have three signers).

This committee meets several times, reviews the applications, interviews the applicants, and awards the money. The current Council appointee is Brian Eggleton (no longer on the Council) and everything is pretty much wrapped up by the end of April until the next year.

ANALYSIS:

N/A

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

This is a budgeted item.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #3 to sustain and invest in the things that define Minturn as a proud, sturdy mountain town to “Keep Minturn Minturn”. Minturn strongly values its full-time resident community. Founded by the working-class, the town continues to emphasize the local’s experience and quality of life. To maintain the character of Minturn and its ability to transcend time, the community must continually make strides to emphasize the working class.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to appoint _____ as the Council representative to the Minturn Scholarship Committee.

ATTACHMENTS:

N/A

To: Minturn Town Council
From: Michelle Metteer
Date: April 6, 2022
RE: Little Beach Amphitheater Lighting

REQUEST:

Approve funds for the installation of lighting over the Little Beach Amphitheater.

INTRODUCTION:

At the 2010 Minturn Town Council retreat a goal was made for increased utilization of Little Beach Park and Amphitheatre. Later that same year the summer concert series started and popularity of the community location has grown ever since.

ANALYSIS:

Little Beach Park and Amphitheatre is an amazing gathering hub for the Minturn Community. The Town has made minimal investments to the park over the years besides the annual maintenance, repairs and installing a new stage floor.

One issue that has never been addressed is the need for a lighting plan around the amphitheater. The stage is well lit, but the amphitheater itself becomes quite dark in the evenings and with the slope of the setting, along with bands of rocks between seating areas, it can become difficult to traverse in the dark. Lighting is needed for safety of the attendees and to improve the overall atmosphere.

Minturn is fortunate enough that 10th Mountain Builders has offered to volunteer their time for the installation of string lights from the back fence of the venue to the roof of the stage. Costs associated with the project are for materials and the improvements to the electrical system at the park. Of note, these lights would be permanently installed but only used on a temporary basis for each evening event at the park. MMC Sec 16-17-180(f)

Technical Details from 10th Mountain Builders:

Each Light draw 7 Watts, meaning that we will need to install (2) new Circuits at the Breaker panel and run watertight conduit up the back of the stage (concealed similar to existing flood lights) to junction boxes that would be hidden behind the main LVL Beam at the front of the stage. We would install J-Boxes behind the beam at each string of lights and drill small hole through the solid blocking to allow the string to appear that it starts at the front of the timber and extends out from the rafter tail. We measured the distances from the rear fence line to the front of the top of the stage at the beam. Each run/string of lights needs to be around 80+ feet. Commercial Grade strings are only available in lengths of 25', 50', 75', 100'. We would need the 100' strings and then use the extra length of each string to run from post to post at the fence line to create a parallel light line over the fence at the street. We discussed multiple options of how to orient and string the lights and agreed that (7 or 8) strings would be the best option.

We would install 7 or 8 steel posts approximately 4-6 feet above the top of the rear fence at the street (Cemetery Rd.) to create a level line from the elevation of

the top of the stage roof out over the lawn which would be high enough to keep anyone from being able to reach the lights at the highest point of the lawn.

The design would start at the 2 outside timber rafters of the stage and run to the North and South Corners of the rear fence.

Infill strings from every 3rd or 4th Timber at the stage to create a symmetrical layout to the rear posts of the fence line.

BUDGET: - SEE ATTACHED PROPOSAL OF COST

This is an "all inclusive" number and should cover all costs for Labor and Materials needed to complete the entire project. At the moment, the materials are "IN STOCK"

COMMUNITY INPUT: Requested

BUDGET / STAFF IMPACT: \$10,000 which would come out of the 06 Fund (Construction Use Tax). Current Use Tax fund balance is \$98,460.00.

STRATEGIC PLAN ALIGNMENT:

Advance decisions/projects/initiatives that expand future opportunity and viability for Minturn

RECOMMENDED ACTION OR PROPOSED MOTION: Approve as part of the consent agenda.

ATTACHMENTS:

- Estimate for Work
- Lighting Design
- Sample lighting concept

Nathan LaCross, LLC DBA Eagle Valley Electric

PO Box 1116
 Vail, CO 81658
 970-827-5772

Estimate

Date	Estimate #
3/29/22	032922

Bill To
10th Mountain Builders P.O. Box 955 Minturn, CO 81645

P.O. No.	Terms	Project
LB Amphitheater		

Description	Qty	Rate	Amount
<p>Estimate to Provide and Install (8) Strings (100' ea) of Commercial Grade LED Festoon Lighting with steel support cables attached from the top of the stage roof to metal posts along the rear fence line (metal posts supplied by others) I will provide (2) new circuits at the existing service panel with dimmable switches. All of the necessary weatherproof conduit, wiring, boxes, breakers and materials to complete the project. Permit and Inspections by Town of Minturn included Some labor to install posts at the rear fence and string the guide wires to be provided by Public Works and 10th Mountain Builders, volunteers.</p> <p><i>NOTE: The scope of this work is "scaleable" meaning that the cost can be scaled down by reducing the number of strings. The design of 8 strings was agreed upon by Jeff Armistead, Arnold and I, but if the budget does not allow, we could reduce down to as little as (4) strings and add more at a later date when more funds become avail.</i></p>			\$10,000.00

Net 10 days - 20% interest after 30 days.
 nate@eaglevalleyelectric.com

Subtotal	\$10,000.00
Sales Tax (4.0%)	\$0.00
Total	\$10,000.00
Payments/Credits	\$0.00
Balance Due	\$350.00



801

Ballpark Rd

Ballpark Rd

Ba

LITTLE BEACH PARK
LED FESTIVAL LIGHT DESIGN DRAFT
provided by 10TH MOUNTAIN BUILDERS
and Eagle Valley Electric

Google







To: Mayor and Council
From: Jay Brunvand
Date: April 6, 2022
Agenda Item: Resolution 13 – Series 2022

REQUEST:

Council is asked to approve Resolution 13 – Series 2022

INTRODUCTION:

As we approach the summer months, Eagle County has invited the Town to join the county in declaring May 2022 Wildfire Prevention Month. Katie Jenkins, Eagle County Wildfire Mitigation Specialist will be on-line to present this Resolution declaring and supporting the efforts.

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 13 – Series 2022.

ATTACHMENTS:

- Resolution 13 – Series 2022

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 13 – SERIES 2022**

**A RESOLUTION PROCLAIMING MAY AS WILDFIRE PREPAREDNESS MONTH IN
MINTURN, COLORADO**

WHEREAS, Twenty of Colorado’s largest wildfires have occurred within the last twenty years. Four out of the five largest fires in state history have occurred within the last three years, including the most destructive fire in state history just 5 months ago; and

WHEREAS, warmer temperatures, drought, and continued development in the wildland-urban interface have made wildfire mitigation a top priority for Minturn and Eagle County; and

WHEREAS, Wildfire Preparedness Month is focused on encouraging residents to learn about wildfire safety and take steps to reduce wildfire risk in and around their homes; and

WHEREAS, these actions will lead to unified and fire-adapted communities throughout the Town of Minturn.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Minturn as follows:

1. **That:** The Town of Minturn declares May 2022 as Wildfire Preparedness Month in Minturn.
2. **That:** The Town Council of the Town of Minturn hereby finds, determines and declares that this Resolution is necessary for the safety, welfare, and resilience of the residents of the Town of Minturn.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th day of April, 2022.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



To: Mayor and Council
From: Jay Brunvand
Date: April 6, 2022
Agenda Item: Resolution 14 – Series 2022

REQUEST:

Approve Resolution 14 – Series 2022 as presented

INTRODUCTION:

The Town is in the final stages of wrapping up the paperwork for the new water tank construction scheduled to commence in May 2022. The attached Resolution and accompanying documents represent the construction contract agreement between DN Tanks of Colorado, LLC and the Town of Minturn. Based on prior direction and approvals, this Resolution will authorize signatures on the construction contract itself.

ANALYSIS:

The town has made every effort to be inclusive and open during this process and is confident we have the right company for the job. The job is scheduled to begin in May as soon as the ground is ready for construction. The agreement calls for substantial completion as of 10/30/22 and final completion as of 11/30/22.

COMMUNITY INPUT:

The Community has had multiple opportunities to hear and review throughout this process.

BUDGET / STAFF IMPACT:

The bid price accepted is \$1,551,184

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 14 – Series 2022 a Resolution to approve a contract for the construction of a water tank between DN Tanks of Colorado, LLC and the Town of Minturn and authorizing the Mayor or his designee to execute said agreements as presented.

ATTACHMENTS:

- Resolution 14 – Series 2022
- Construction contract
- Performance Bond
- Cert of Liability Insurance

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 14 – SERIES 2022**

**A RESOLUTION TO APPROVE A CONTRACT FOR THE
CONSTRUCTION OF A WATER TANK BETWEEN DN TANKS OF
COLORADO, LLC AND THE TOWN OF MINTURN AND AUTHORIZING
THE MAYOR OF THE TOWN OF MINTURN TO SIGN THE CONTRACT**

WHEREAS, The Minturn Town Council has reviewed the construction contract and deems it acceptable; and,

WHEREAS, The Town Council desires to engage DN Tanks of Colorado, LLC as presented and as attached.

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

1. The Minturn Town Council hereby approves the construction contract between DN Tanks of Colorado, LLC and the Town of Minturn, Colorado and authorizes the Mayor or designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 6th
day of April, 2022.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



BUILT
FOR THE FUTURE

March 22, 2022

Mr. Ryan Gordon, P.E.
SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601

Reference: Minturn Water Storage Tank
Minturn, Colorado

Dear Mr. Gordon,

Enclosed please find the following documents from DN Tanks of Colorado, LLC:

- Three (3) Sets of Partially Executed Contracts
- Three (3) Sets of Signed Performance and Payment Bonds
- Three (3) Sets of Certificates of Insurance

When you have the Agreement signed, please also have the Performance and Payment Bonds dated the same as the contract and return one complete set of original documents to my attention.

If you have any questions or require additional information, please do not hesitate to contact me directly. We look forward to working with you on this project.

Thank you,

A handwritten signature in blue ink, appearing to read 'JoAnn Caster'.

JoAnn Caster
Sales & Estimating Administrator
972.823.3301 Direct Phone

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Minturn (“Owner”) and
DN Tanks of Colorado, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of one concrete water storage tank and access road including grading, drainage, and site restoration. Project includes a water line to connect tank to existing water distribution system.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Minturn Water Storage Tanks

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by SGM (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before October 30th, 2021 and finally complete on or before November 30th, 2022.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with

Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. ~~(NOT USED) Alternative 1A: For all Work other than Unit Price Work, a lump sum of: \$.~~

B. Alternative 1B: For all Work other than Unit Price Work, a lump sum of: \$ 703,900.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

C. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Alternative 1A - Unit Price Items (NOT USED)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3	Clearing and Grubbing	SY	2,050		
4	Site Grading	SY	2,444		
5	Unclassified Excavation	-CY	6,300		
7	Access Road and Tank Platform Construction (Class 6 base and filter fabric)	SY	1,413		
8	0.595 MG AWWA D110 Wire-Wound Concrete Tank and Appurtenances	EA	1		
9	12" DIP Waterline	LF	110		
10	4" DIP Drain	LF	25		
11	8" DIP Overflow	LF	25		
12	3" PVC Conduit with shielded wires	LF	175		
13	Level Sensors	EA	1		
14	3" PVC Conduit for Lighting/Power	LF	175		
15	Rip Rap Channel	LF	120		
16	18" Corrugated Stormwater Pipe	LF	18		
17	Rip Rap Outlet Protection	SY	10		

18	Revegetation	SY	1,915		
Alternative 1A - Total of All Unit Price Bid Items					\$

Alternative 1B - Unit Price Items

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3	Clearing and Grubbing	SY	2,030	\$5.50	\$11,165.00
4	Site Grading	SY	2,200	\$7.00	\$15,400
5	Unclassified Excavation	CY	2,800	\$11.90	\$33,320
7	Access Road and Tank Platform Construction (Class 6 base and filter fabric)	SY	1,670	\$41.50	\$69,305
8	0.595 MG AWWA D110 Wire-Wound Concrete Tank and Appurtenances	EA	1	\$1,143,920.00	\$1,143,920.00
9	12" DIP Waterline	LF	280	\$678.00	\$189,840
10	4" DIP Drain	LF	25	\$340.00	\$8,500.00
11	8" DIP Overflow	LF	25	\$340.00	\$8,500.00
12	3" PVC Conduit with shielded wires	LF	185	\$45.00	\$8,325.00
13	Level Sensors	EA	1	\$2,700.00	\$2,700.00
14	3" PVC Conduit for Lighting/Power	LF	185	\$45.00	\$8,325.00
15	Rip Rap Channel	LF	415	\$56.00	\$23,240.00
16	18" Corrugated Culvert	LF	18	\$260.00	\$4,680.00
17	Rip Rap Outlet Protection	SY	10	\$350.40	\$3,504.00
18	Revegetation	SY	2,200	\$9.30	\$20,460
Alternative 1B - Total of All Unit Price Bid Items					\$1,551,184.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$2,255,084.00

E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- C. Per Colorado Revised Statute 24-91-103, the contractor may elect to substitute securities in lieu of retainage. Securities must be in a form acceptable to Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Lien waivers shall be submitted by prime Contractors and all second tier Subcontractors prior to issuance of final payment.
- C. Any Liquidated Damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for Liquidated Damages, then Contractor agrees to pay all accrued Liquidated Damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for Liquidated Damages, Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these Liquidated Damages provisions
- D. The aggregate liability of Contractor to pay Liquidated Damages pursuant to this section shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Section shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract

- E. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 00520-1 to 00520-8, inclusive).
 2. Performance bond (pages 00610-1 to 00610-3, inclusive).
 3. Payment bond (pages 00615-1 to 00615-4, inclusive).
 4. Other bonds (pages N/A to N/A, inclusive).
 5. General Conditions (pages 00700-1 to 00700-68, inclusive).
 6. Supplementary Conditions (pages 00800-1 to 00800-11, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 12 sheets with each sheet bearing the following general title:
Minturn Water Storage Tank
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 34, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages NA to NA, inclusive).
 - c. Addendum to Contract (pages 1 to 5, inclusive)
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 00510-1 to 00510-1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

Not Used

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

NOTES TO USER

See IB-21, Signing of Agreement

This Agreement will be effective on _____ (which is the Effective Date of the Agreement)

OWNER:

By: Michelle Metteer

Title: Town Manager

Attest: _____

Title: _____

Address for giving notices:

302 Pine St

Minturn CO 81645

CONTRACTOR

By: Christopher R. Brown

Title: Vice President/General Manager Central Operations

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: JoAnn Caster

JoAnn Caster

Title: Assistant Secretary

Address for giving notices:

410 East Trinity Blvd

Grand Prairie, TX 75050

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Chris Brown



ADDENDUM to CONTRACT

This Addendum is intended to amend and supplement that agreement for the Water Storage Tank Project by and between the Town of Minturn (“the Town”) and DN Tanks of Colorado, LLC (“Contractor”) (together, the “Parties”), and dated _____, 2022.

In the event of conflict between the provisions of the Agreement and this Addendum the provisions of this Addendum shall prevail. The Agreement as amended by this Addendum shall comprise the entire Agreement between the parties, and shall be considered to be the Agreement only after both the Agreement and this Addendum are executed by both parties.

1. **Indemnification by Town.** Colorado entities are prohibited from entering into agreements for indemnification. Wherever the Agreement provides for an indemnification by the Town, the Parties agree that such indemnification shall be void.
2. **Waiver of Governmental Immunity Act or other Protections for a Governmental Entity.** The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act *et seq.*, C.R.S. § 24-10-101 *et seq.* as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to the Town, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.
3. **Non-Appropriation of Funds.** The Town’s financial obligation under the Agreement shall be contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are appropriated and made available for the Agreement by the Town Council.
4. **Attorneys’ Fees.** Should the Agreement become the subject of litigation between the Town and Contractor and the Town prevails, the Town shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.
5. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be proper in the County of Eagle, State of Colorado.
6. **Workers’ Compensation and Other Insurance.** During the term of this Agreement, Contractor shall procure and keep in force workers’ compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers’ compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers’ Compensation Law and Acknowledgment

of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit A** and incorporated herein by this reference.

7. Workers without Authorization.

- a. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.
- b. Prohibited Acts. Contractor shall not knowingly employ or contract with an worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an worker without authorization to perform work under this Agreement.
- c. Verification.
 - i. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - ii. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - iii. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an worker without authorization who is performing work under this Agreement.

- iv. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

8. Compliance with C.R.S. § 24-76.5-103.

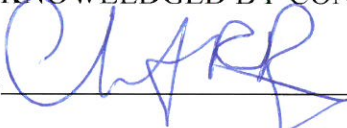
a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

- i. complete the affidavit attached to this Agreement as **Exhibit B**; and
- ii. attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit B**.

b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

ACKNOWLEDGED BY CONTRACTOR

By:



Name: Christopher R. Brown

Title: Vice President/General Manager Central Operations



EXHIBIT A

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

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

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

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

CONTRACTOR

By: [Signature]

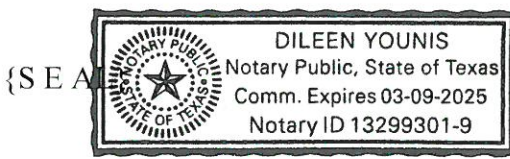
Name: Christopher R. Brown

Title: Vice President/General Manager Central Operations

STATE OF ~~COLORADO~~ TEXAS)
) ss.
COUNTY OF Dallas)

The foregoing Agreement was acknowledged before me this 22nd day of March, 2022 by Christopher R. Brown.

Witness my hand and official seal.
My commission expires: 3-09-2025



[Signature]
Notary Public

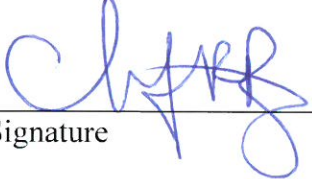
EXHIBIT B

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, Christopher R. Brown, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.



Signature

Date

INTERNAL USE ONLY

The following documents are acceptable forms of identification:

- Produce:
 - A valid Colorado driver's license or a Colorado identification card issued under article 2 of title 42, C.R.S., unless the applicant holds a license or card issued under part 5 of article 2 of title 42, C.R.S.; or
 - A United States military card or a military dependent's identification card; or
 - A United States Coast Guard Merchant Mariner card; or
 - A Native American tribal document; and
- Execute an affidavit stating:
 - That he or she is a United States citizen or legal permanent resident; or
 - That he or she is otherwise lawfully present in the United States pursuant to federal law.

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or Driver's License. Contact your department director.

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): DN Tanks of Colorado, LLC
410 East Trinity Blvd.
Grand Prairie, TX 75050

SURETY (Name, and Address of Principal Place of Business):
Western Surety Company
CNA Surety
53 State Street
Boston, MA 02109

OWNER (Name and Address):
Town of Minturn
302 Pine Street
Minturn, CO 81645

CONTRACT
Effective Date of Agreement:
Amount: Two Million Two Hundred Fifty Five Thousand Eighty Four and No/100 (\$2,255,084.00)
Description (Name and Location): Minturn Water Storage Tanks

BOND
Bond Number: 30147886
Date (Not earlier than Effective Date of Agreement):
Amount: Two Million Two Hundred Fifty Five Thousand Eighty Four and No/100 (\$2,255,084.00)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

DN Tanks of Colorado, LLC (Seal)

Western Surety Company (Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Christopher R. Brown
Print Name

Christina D. Hickey
Print Name

VP + GM of Central Operations
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature JoAnn Caster

Attest: [Signature]
Signature

Assistant Secretary
Title

Tara L. Clifford, Attorney-in-Fact
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 3.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the

Contract, Surety is obligated without duplication for:

- 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)	Eastern Insurance Group, LLC
Surety Agency or Broker:	233 West Central Street
Owner's Representative (Engineer or other party):	Natick, MA 01760 800-333-7234

END OF SECTION

SECTION 00615
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
DN Tanks of Colorado, LLC
410 East Trinity Blvd.
Grand Prairie, TX 75050

SURETY (Name, and Address of Principal Place of Business):
Western Surety Company
CNA Surety
53 State Street
Boston, MA 02109

OWNER (Name and Address):
Town of Minturn
302 Pine Street, Minturn, CO 81645

CONTRACT

Effective Date of Agreement:
Amount: Two Million Two Hundred Fifty Five Thousand and No/100 (\$2,255,084.00)
Description (Name and Location): Minturn Water Storage Tanks

BOND

Bond Number: 30147886
Date (Not earlier than Effective Date of Agreement):
Amount: Two Million Two Hundred Fifty Five Thousand Eighty Four and No/100 (\$2,255,084.00)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

DN Tanks of Colorado, LLC (Seal)
Contractor's Name and Corporate Seal

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature
Christopher R. Brown
Print Name

By: [Signature]
Signature (Attach Power of Attorney)
Christina D. Hickey
Print Name

VP + GM of Central Operations
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature JOHAN CASTOR
Assistant Secretary
Title

Attest: [Signature]
Signature
Tara L. Clifford, Attorney-in-Fact
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address, and Telephone)</i>	Eastern Insurance Group, LLC
Surety Agency or Broker:	233 West Central Street
Owner's Representative <i>(Engineer or other)</i> :	Natick, MA 01760 800-333-7234

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Frank J Smith, Donna M Robie, Christina D Hickey, Ellen J Young, Mark L Kingston, Ruth Ann Silverman, Ginette R Tentindo, John F Koegel, Tara L Clifford, Individually

of Natick, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



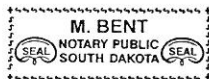
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of .



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED DN Tanks of Colorado, LLC 11 Teal Road Wakefield, MA 01880	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Automobile, General Liability, Workers Compensation and Umbrella/Excess Liability policies. See attached endorsements.
30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.
Town of Mintum is an additional insured on the Builder's Risk.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9336736-10	05/01/2021	05/01/2022		71133000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Automobile Coverage Form

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: DN TANKS, INC.</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED. EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 9336735-11

Effective Date: 05/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,
which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 9336735-11	05/01/2021	05/01/2022		71133000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



Other Insurance – Primary and Noncontributory for Additional Insured Amendatory Endorsement

Policy Number: 1000586306211

Effective Date: May 1, 2021 at 12:01 A.M.

Named Insured: DN TANKS, INC.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, I. Other Insurance** is deleted in its entirety and replaced by the following:

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance," but only when the written contract or agreement that mandates such additional insured status:
 - a. Requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance;
 - b. Requires that your insurance be primary and not contribute with that of the additional insured; and
 - c. Is executed prior to the loss.

In such case as described in subparagraph **3.** above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

The Limits of Insurance afforded the additional insured pursuant to subparagraph **3.** above shall be the lesser of the following:

- a. The minimum limits of insurance required in the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation Endorsement

Policy Number: 1000586306211

Effective Date: May 1, 2021 at 12:01 A.M.

Named Insured: DN TANKS, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

SCHEDULE

Name Of Person(s) Or Organization(s):
All as required by written contract executed prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



To: Mayor and Council
From: Jay Brunvand
Date: April 6, 2022
Agenda Item: Resolution 15 – Series 2022

REQUEST:
Approve Resolution 14 – Series 2022 as presented

INTRODUCTION:
Due to the size and scope of the Minturn Water Tank Construction Project, staff feels it prudent to retain construction management services from SGM, Inc. The attached Resolution and proposal lays forth the construction management scope and necessary management tasks and objectives.

Per the Town’s Procurement Policy, acceptance of this agreement is allowed as follows:

Sole Source Procurements

If a competitive process is required, a purchase order or a contract may be awarded without competition when the Town Manager and Town Attorney determine, after conducting a good faith review of available sources, that there is only one feasible or practical source for the required goods or services. The Town Manager, with the assistance from the Director of the requesting department, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions. Town Manager and Town Attorney shall document the justifications for any contract awarded under this section.

ANALYSIS:
The town has made every effort to be inclusive and open during this process and is confident we have the right company for the job. Staff feels that for the size, scope, and expertise required for a successful project this management agreement is necessary. SGM has been a significant part of this project from the early stages and assisted in the bid and interview process of the selected contractor as well as performed all of the necessary engineering work for the project.

COMMUNITY INPUT:
The Community has had multiple opportunities to hear and review throughout this process.

BUDGET / STAFF IMPACT:
The bid price for only the construction management process is \$92,949.

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 15 project management agreement between SGM, INC and the Town for the purpose of constructing a single water storage tank for the Minturn water plant and system as proposed

ATTACHMENTS:

- Resolution 15 – Series 2022
- Scope and proposal from SGM

**TOWN OF MINTURN, COLORADO
RESOLUTION 15 – SERIES 2022**

**A RESOLUTION TO APPROVE A PROJECT MANAGEMENT
AGREEMENT BETWEEN SGM, INC AND THE TOWN OF
MINTURN FOR THE PURPOSE OF CONSTRUCTING A
SINGLE WATER STORAGE TANK FOR THE MINTURN
WATER PLANT AND SYSTEM WITHIN THE TOWN OF
MINTURN, COLORADO**

WHEREAS, The Town Council recognizes the need and desire to more effectively manage and maintain our water plant, system and infrastructure; and,

WHEREAS, The Town Council has previously contracted with SGM, INC to create an in-depth Capital Improvements Plan for the Minturn Water Plant and system; and,

WHEREAS, the Town of Minturn Town Council and Staff have reviewed and support the submitted Capital Improvements Plan; and,

WHEREAS, the Town of Minturn Town Council and Staff have reviewed and support the submitted Water Tank Construction Management proposal; and,

NOW, THEREFOE, BE IT RESOLVED by the Minturn Town Council of the Town of Minturn, that:

SECTION 1: The Minturn Town Council supports and directs approval and adopting of the submitted Proposal for Design and Permitting of 2 New Reinforced Concrete tanks as detailed in Exhibit A attached to this Resolution,

SECTION 2: The Minturn Town Council herby authorizes The Town Mayor or his designee to execute any and all necessary to implement the proposed agreement,

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

**INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED THIS 6TH
DAY OF APRIL, 2022.**

Earle Bidez, Mayor

Attests:

Jay Brunvand, Town Clerk/Treasurer

Michelle Metteer
Town Manager
301 Boulder St #309
Minturn CO 81645

March 11, 2022

**RE: SGM Scope and Fee Proposal for Town of Minturn
Engineering/Construction Services – Minturn Water Storage Tank
Project**

Dear Michelle:

This letter presents a proposal for SGM to provide engineering and construction services for the Town's Water Storage Tank project. The information below is based on recent experience with similar projects and assumes that the Town will supplement with their own staff for regular day to day coordination. These are important pieces of the project to ensure a successful project.

We have assumed that construction will start on or around May 1, 2022 and will last until November 30, 2022. Based on input from the tank contractors, the construction of the tank will take approximately 12 weeks. The majority of the detailed inspection will occur during the tank construction phase. Construction Management

The proposed scope is further outlined below.

PROPOSED SCOPE

Task 01 – Communication and Coordination

Objective:

Provide for communications and coordination necessary to support efficient, effective, and timely construction management and part-time oversight of the Minturn Water Storage Tank Project.

Sub-tasks:

- Project management: perform monthly budget, schedule, invoice reviews. Assumes 8 billing months and associated invoices.
- Communicate with client regarding project status, budget updates, and coordination regarding bid and construction related services.

Task 02 – Construction Management

Objective:

Facilitate construction contract execution process for the Minturn Water Storage Tank project.

Sub-tasks:

- Facilitate construction contract execution process and issuance of Notice To Proceed.
- Develop and issue conformed construction documents to Contractor and Town. These integrate the results of all Addenda issued during the Bid Phase with the original Bid documents.
- Conduct Value Engineering (VE) efforts with the Contractor to optimize the project.
- Develop pre-construction meeting documents, coordination of pre-construction meeting, and follow-up on necessary action items after pre-construction meeting.
- Attend pre-construction meeting and produce/distribute meeting minutes. Includes meeting time and walk-through of site, as applicable.
- Track engineering services budget and produce invoices.
- Review and issue recommendations to Town regarding Contractor's payment requests. This assumes a total of 7 payment requests to process.
- Respond to Contractor Requests for Information (RFIs), Request for Substitutions, Requests for Change Order Proposals, and Change Order Proposals.
- Develop and issue any Engineer's Clarifications to provide information to Contractor. Shall consist of any items SGM identifies within the Contract Documents that require additional clarification or correction that Contractor does not identify through an RFI.
- Participate in bi-weekly construction project meetings at the Minturn Water Storage Tank site. Coordinate with the Town and Contractor on agenda development. Produce and distribute meeting minutes. Since the construction contract stipulates Final Completion by November 31, 2022, we have assumed a total of fourteen (14) bi-weekly meetings (not including the pre-construction meeting). We have assumed an average of four (4) hours per meeting, which would include preparation, follow-up/minutes, on-site time and travel.
- Review of Contractor's submittals for the project, which is assumed to include the following:
 - Construction Schedule
 - Schedule of Values
 - Shop Drawings and Submittals for equipment and materials
- Coordination with the Contractor's materials testing firm and review testing results. This will include concrete testing and soil/compaction testing.
- Provide miscellaneous engineering support to Town and Contractor during project construction upon request.

Task 03 – Construction Inspection

Objective:

Provide part-time construction inspection services throughout the course of construction.

Sub-tasks:

- Make a regular planned site visit three (3) days per week. It is understood that some weeks will require additional inspection based on the Contractor's schedule and needs.
 - Note: SGM will not be providing full-time Resident Project Representative Services for this project. It is assumed the Town staff will provide a daily presence on the jobsite to provide the day-to-day direction to the Contractor. SGM will be providing periodic general construction conformance visits and providing supplementary

oversight to Town staff as needed. The Resident Project Representative will be available and in the vicinity of the project site Monday through Friday and can be on site before 9am or after 3pm.

- Perform inspection visits for new piping enclosure building wall, footing, and slab rebar. It has been assumed that this will include three separate inspections.
- Perform inspection visits for new Minturn Storage Tank foundation rebar and concrete placement. It has been assumed that this will include three separate inspections.
- Perform inspection visits for new Minturn Water Storage Tank construction. It has been assumed that this will include two separate visits.
- One site visit has been assumed for inspection of process piping. It has been assumed that Town staff will witness pipe testing.
- Develop inspection reports, log photos and follow-up with Town/Contractor on particular issues, as needed.

FEE ESTIMATE

SGM estimates the fees shown in the table below to execute the scope outlined above. The 2022 Fee Schedule is attached to this scope of services for reference.

No.	Task Description	Total Fee
01	Communication and Coordination	\$4,902
02	Construction Management	\$36,083
03	Construction Inspection	\$48,484
	Reimbursables	\$3,480
	Total for Tasks 01-03	\$92,949

The estimated fee associated with this proposal is on a time and materials basis. Please understand that changes in scope requested by Minturn or due to circumstances beyond SGM's control may require an adjustment in the project budget prior to execution of the additional work. SGM has worked to try and identify possible out-of-scope items as described under Tasks 1 through 3 in the proposal.

We look forward to discussing this proposal with you. Please let us know if you have any questions or concerns regarding the scope and fee estimate. You can contact me at 970-384-9034.

Sincerely,

Project Manager

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Elliot Hovey
Michael Boyd
Tom Priest
Jena Skinner

To: Planning Commission
From: Scot Hunn, Planning Director
Madison Harris, Planner I
Date: March 31, 2022
Re: Minturn North Preliminary Plan - Request for Continuance

Minturn Crossing, LLC, represented by Greg Sparhawk, requests a continuance or “tabling” for the review of the Minturn North Preliminary Development Plan for PUD originally scheduled to be heard by the Minturn Town Council at their regular meeting of April 6, 2022. A formal request is attached to this memorandum.

Minturn North’s Preliminary Development Plan for PUD was reviewed by the Minturn Planning Commission in summer 2021. The Applicant has worked with the Town and outside referral agencies since that time to update the Preliminary Plan to address concerns stated by the Planning Commission and general public, and to address specific engineering details prior to presenting the Preliminary Plans to the Town Council.

In this case, staff suggests that the Applicant has demonstrated an ongoing commitment to meeting the requirements of the Town. In particular, the Applicant has been in constant communications with the Town and has, in good faith, been persistent in soliciting and implementing direction from staff and the Town’s consultants.

In doing so, staff held a meeting with the Applicant on March 29, 2022, to discuss further revisions to the phasing plans that are supported by the Town for a number of reasons, but which will require minor re-working of plans and PUD documents prior to presentation to the Council. Both parties agreed that it is in the best interest of the Town and the Applicant to **request a continuance to a date certain** to allow for such revisions to be made, to allow staff to review those revisions, and, then, to update the staff report to reflect the most up to date information.

The Applicant will be in attendance at the regular meeting of April 6th to request continuance and answer any questions the Town Council may have.

Madison Harris

From: gregory sparhawk <gregs@gpsdesigns.com>
Sent: Thursday, March 31, 2022 4:11 PM
To: Madison Harris; Jay Brunvand
Cc: Jim Comerford; Scot Hunn
Subject: Minturn North request to table

Hello Madison and Jay,

Please consider this our formal request to table the hearing for the scheduled Minturn North preliminary hearing. We look forward to discussing next steps and schedule with staff and the Council on the 6th.

Thank you,

Greg Sparhawk.

[Sent from Yahoo Mail on Android](#)

To: Minturn Town Council
From: Michelle Metteer
Date: April 6, 2022
RE: Town Manager Update

Minturn Community Survey

[The Minturn Community Survey is live!](#) We're asking all Minturn residents, business owners and property owners to please take a few minutes and fill out the survey. Results of the survey will be published in a future Council packet and made available on the Town's website. Feedback from the community is utilized by the Council for the updating of the Town's Strategic Plan, Community Plan and future decision making so the more feedback from folks the better.

RAISE Grant

Minturn is applying again for the federal-level RAISE grant which will hopefully help to fund the design and engineering of a multi-use paved path (or something similar) on Main Street from the Boneyard Open Space to Maloit Park Road. This is a very competitive process and although Minturn scored well in the last round of applications our grant request was not funded. Fingers crossed.

Congressionally Directed Spending

Minturn is applying for the 2023 round of Congressionally Directed Spending. The Town will be seeking \$2.5M toward the construction of a new water treatment plant. The timeline for approval of this request is "Congress-dependent" and therefore a bit of an unknown. We're hopeful to know more by late fall of 2022.

Community Plan Open House

All Minturn residents, business owners and property owners are asked to participate in the first [Community Plan Open House being held Thursday, April 7th from 5:00-8:00 pm](#). Like the Community Survey, this is a great opportunity to include your voice in the direction of Minturn's future.

Downtown Colorado Inc. Challenge Town

Minturn representatives will be participating in the [Downtown Colorado Challenge town](#) April 12-15 in Colorado Springs. At this workshop we anticipate to receive guidance and action steps on how to support improvements and amenities in Minturn's Downtown core. Mayor Earle Bidez, Planning Commission Chair Lynn Teach and local business owner Larry Stone will participate on Minturn's behalf.



TOWN OF MINTURN QUARTERLY REPORT Q4 2021

March 29, 2022



QUARTERLY REPORT TABLE OF CONTENTS



TABLE OF CONTENTS

TOWN MANAGER	3
PLANNING	4
BUILDING	4
FINANCE	5
TOWN CLERK	6
WATER	6
EAGLE COUNTY SHERIFF	7
GRANTS	8
MFC	9
SUSTAINABILITY	9

TOWN OF MINTURN

QUARTERLY REPORT*

Q4 2021

**The Quarterly Report is created to provide the Minturn community with an update of Town operations and the execution of the Strategic Plan.*

Strategic Plan Summary

Since its inception in 1904, Minturn has been a resilient and proud mountain town that full-time, working-class residents call home. With the closing of the Gilman mine and the decommissioning of the rail-lines, **Minturn has new opportunity within the mountain resort economy.** Today, **having an ideal location as a valley-wide intersection,** Minturn embraces the “basecamp position” geographically within the Eagle County region.

Core to Minturn’s values is its **strong identity as a small mountain-town community.** In the Colorado Rockies, sandwiched between two world-class resorts, this value requires maintaining **principles** and a **desire to lead by example.** Through a **willingness to confront issues while maintaining high standards in following the public process,** Minturn will work to stay true to this core value.

The Town is committed to providing a respectful and responsive government that follows a solutions-based approach rooted in the municipal code. To sustain community **trust,** we strive to follow a consistent **public process** in all areas of municipal government.

Town of Minturn staff and elected officials will **support activities outlined in this strategic plan and work toward sustaining a great mountain town** by taking a **proactive approach** to municipal government. With an **engaged community** and a **safe, family-friendly environment,** Minturn endeavors to remain one of the **last great mountain towns.**

Mission:

“In collaboration with our community, foster the authentic small town character that is Minturn.”

Vision:

“Lead Minturn to long-term viability while preserving its unique character and genuine mountain town community.”

True North:

“Leverage Minturn’s assets to benefit and maintain our funky, proud, uniquely classic mountain town where people grow roots through creating opportunities and community engagement.”* *Keeping in mind we are Minturn



QUARTERLY REPORT ADMINISTRATION



TOWN MANAGER

- Represented Minturn for the Regional Transit Authority technical committee meetings in preparation for the Formation Committee in early 2022.
- Participated on the Minturn Shooting Range interagency team with members of the USFS, CPW, Eagle County and others.
- Met with Emergency Management Leaders to begin the process of creating an Evacuation Plan for the Town of Minturn.
- Represented Minturn on the Dowd Canyon from Eagle Vail to West Vail project management leadership team.
- Represented Minturn in the Eagle Mine Superfund Site Stakeholder Group and will be in a sub-group overseeing the implementation of the remediation requirements.
- Identified the preliminary location for a secondary water source surface diversion and/or wellfield on the Eagle River for the Dowd Junction USFS Administrative parcel.
- Represented Minturn at the Holy Cross Energy High Transmission Line Open House.
- Participated in Minturn Fitness Center Board meetings.
- Met with wildfire specialists to continue the implementation of the wildfire mitigation plan near and around the Town's primary water infrastructure.
- Supported Town Engineer, Inter-Mountain Engineering in the creation of the Water Treatment Plant Request for Qualifications.
- Met with residents of Taylor Ave to discuss ongoing property and neighborhood impacts of the Minturn Mile user group.
- In conjunction with the Mayor and Mayor Pro Tem, represented Minturn in zoom meetings with staff representatives of Senators Hickenlooper, Bennet and Congressman Neguse's office.
- Part of the team representing Minturn in negotiations for the Intergovernmental Agreement with Eagle River Water Sanitation District & Upper Eagle Regional Water Authority.
- Participated in the CTO Restart Destinations Program for Minturn and Red Cliff.
- Secured a code compliance and snow removal contract for the 2021-22 winter season.
- CDOT training for pedestrian facility design and enhancements.



QUARTERLY REPORT PLANNING



DEVELOPMENT PROJECTS

- 996 Main Street - Revisions to Approved Plans
- Ordinance No. 1, Series 2022 - Livestock/Fowl Ordinance
- Ordinance No. 12, Series 2021 - Rezoning of Grouse Creek, South Town, and Old Town commercial zones to permit institutional uses
- Belden Place PUD – Review of Final Plan/Plat (Ongoing)
- Minturn North PUD – Review of Preliminary Plan/Plat
- Live Stream Setback Discussion

MORATORIUMS

- Ordinance 14 – 2021: Enacting and extending a moratorium on the acceptance and processing of applications for Design Review, Conditional Use Review, Limited Use Review or the processing and issuance of a business license for non-retail and non-commercial accommodations uses on the street level within the 100 Block Commercial Zone of the Old Town Character Area
- Ordinance 15 – 2021: Enacting a moratorium on the acceptance and processing of applications for demolition permits within the 100 Block Commercial Zone of the Old Town Character Area

COMMUNITY PLAN

UPDATE

WWW.IMAGINEMINTURN.ORG

- First Steering Committee meeting was held on November 16, 2021.
- Foundational research has been completed with a report being compiled by SE Group to be delivered by the end of March 2022.
- 100 Block Charrette – was held on 15th, 2022. (sub-committee being formed)
- Staff is working with Fehr & Peers Engineering to conduct parking counts of public on street parking from Taylor Ave. to the 600 Block of Main Street.

BUILDING DEPARTMENT STATISTICS

PERMITS

05

FEEES COLLECTED

\$2,476.29

VALUATION

\$56,587

INSPECTIONS

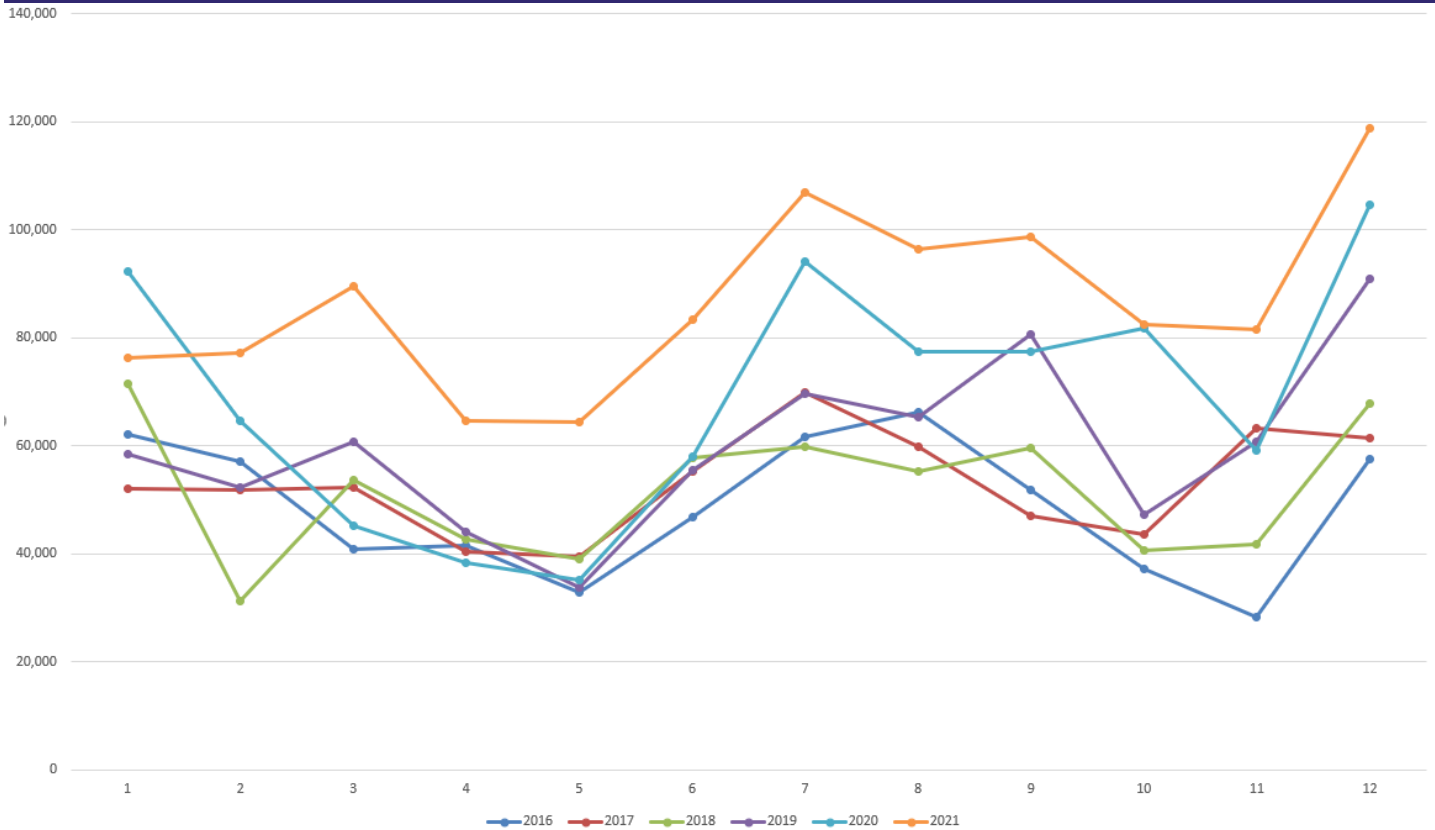
20



QUARTERLY REPORT FINANCE



SALES TAX ANALYSIS



MONTH	2016	2017	2018	2019	2020	2021
JANUARY	62,068	52,148	71,528	58,509	92,315	76,245
FEBRUARY	57,178	51,785	31,263	52,232	64,708	77,087
MARCH	40,835	52,249	53,561	60,705	45,220	89,591
APRIL	41,478	40,395	42,743	44,115	38,337	64,613
MAY	32,926	39,471	38,977	33,722	35,077	64,412
JUNE	46,832	55,131	57,776	55,473	58,096	83,356
JULY	61,541	69,902	59,770	69,560	94,124	106,900
AUGUST	66,318	59,838	55,132	65,306	77,518	96,349
SEPTEMBER	51,788	47,013	59,679	80,605	77,391	98,710
OCTOBER	37,233	43,535	40,602	47,347	81,756	82,437
NOVEMBER	28,247	63,238	41,793	60,807	59,169	81,494
DECEMBER	57,520	61,371	67,719	90,821	104,590	118,851



QUARTERLY REPORT TOWN CLERK



ONLINE FORMS NOW AVAILABLE

A goal of the Town's Strategic Plan has been to create higher levels of accessibility to forms, documents and payment methods. The following applications and/or forms can now be filled out, paid and submitted through www.minturn.org:

- Business Licenses
- Short Term Rentals Licenses
- Contractor Licenses
- Design Review applications
- Demolition permits
- Excavation permits

CONTRACTOR LICENSES

47

BUSINESS LICENSES

111

LIQUOR LICENSES

- Seven renewals
- Minturn Saloon sold and was approved for a temporary permit until the license transfer is processed
- Rocky Mountain Taco expanded their liquor license area.

STR LICENSES

20

SHORT TERM RENTAL (STR) INFORMATION

Do you live next to a short term rental and need to communicate with the STR owner or property manager? Now you can! All short term rental contact information can be found on the Town's website in the Business License Listings: <https://www.minturn.org/business-directory/by-category/Short-Term-Rentals>.



QUARTERLY REPORT WATER



2019 WATER CAPITAL IMPROVEMENT PLAN

- Request for Qualification for Engineering Services toward the review, design and construction of a new water treatment plant and secondary water diversion point.
- Approximately 200 meters left for install as part of the Town-wide water meter replacement program.
- Preparing water conservation measures for implementation Spring 2022.
- Anticipate water rates to increase by summer/fall 2022.



QUARTERLY REPORT EAGLE COUNTY SHERIFF



MINTURN CALLS FOR SERVICE

Deputy Initiated- Town of Minturn Eagle County SO Calls For Service Oct-Dec 2021

Call type	sub type	COUNT
Total		0
ABANDONED VEHICLE		2
ASSIST	ASSIST-ASSIST OTHER AGENCY	1
	ASSIST-CITIZEN ASSIST	1
	ASSIST-MOTORIST ASSIST	3
BAR CHECK		6
BUSINESS CHECK		26
CIVIL STANDBY / MATTERS		1
COMMUNITY ORIENTED POLICING		5
CONTACT	CONTACT-PERSON	1
	CONTACT-VEHICLE	3
DIRECTED PATROL		72
FOLLOW UP		16
FOOT PATROL		5
PARKING PROBLEM		73
PATROL / RADAR		6
REPORTS		7
ROAD DEBRIS		1
SCHOOL RESOURCE OFFICER		6
SUSPICIOUS OCCURENCE	SUSPICIOUS OCCURENCE	1
	SUSPICIOUS OCCURENCE-SUSPICIOUS VEHICLE	6
TRAFFIC STOP		64
TRESPASSING		1
Grand Total		307

Dispatched- Town of Minturn Eagle County SO Calls For Service Oct-Dec 2021

Call Type	Sub Type	COUNT
ABANDONED VEHICLE		1
ALARM	ALARM-BURGLARY ALARM	16
ANIMAL COMPLAINT	DOMESTIC ANIMALS	1
ASSIST	ASSIST OTHER AGENCY	4
	ASSIST-CITIZEN ASSIST	7
	ASSIST-MOTORIST ASSIST	4
	PARKING VARIANCE COMMERCIAL	1
ATTEMPT TO LOCATE		1
CIVIL STANDBY / MATTERS		8
DAMAGE	DAMAGE-DAMAGE TO PROPERTY	4
	DAMAGE-DAMAGE TO VEHICLE	1
DISTURBANCE	DISTURBANCE-COLD DISTURBANCE	1
DOMESTIC DISTURBANCE	COLD DOMESTIC DISTURBANCE	1
	DOMESTIC IN PROGRESS	1
FIRE	FIRE-LAW RESPONSE	1
FOLLOW UP		26
FRAUD	FRAUD-CREDIT CARD	2
		1
HARASSMENT		2
	HARRASSMENT IN PERSON	2
LOST PROPERTY		1
MOTOR VEHICLE ACCIDENT		1
	HIT AND RUN	3
ORDINANCE VIOLATION	BUIDING PERMIT VIOLATION	1
PARKING PROBLEM		18
RESTRAINING ORDER VIOLATION		1
SEARCH AND RESCUE		2
SUICIDAL PARTY		1
SUSPICIOUS OCCURENCE	SUSPICIOUS PERSON	1
THEFT	IDENTITY THEFT	2
	MOTOR VEHICLE THEFT	1
TOWED VEHICLE		1
TRAFFIC COMPLAINT		1
TRESPASSING	IN PROGRESS	1
VIN CHECK		1
WELFARE CHECK		2
Grand Total		125



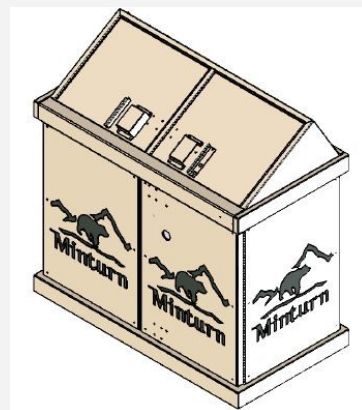
QUARTERLY REPORT GRANTS



GRANTS

(October - December 2021)

- The Town was awarded \$25,000 in funding from DOLA for use in the creation of a preliminary Downtown Redevelopment Plan. As part of this plan, the Town of Minturn will be partnering with Downtown Colorado, Inc. on the Colorado Challenge Accelerator Program in 2022. Downtown Colorado, Inc. (DCI) is a nonprofit, membership association committed to building better communities by providing assistance to Colorado downtowns, commercial districts and town centers.
- In the final stages of the CDOT Revitalizing Main Streets Grant for downtown outdoor public seating and enhanced marketing / communication. This includes:
 - Shelter / shade structure at Minturn Bike Park (Install scheduled for spring 2022)
 - Custom Picnic Tables for Downtown and Eagle River Park (Purchased, Install scheduled spring 2022)
 - Addition of Bike Racks for Downtown and Parks (Purchased, Install scheduled spring 2022)
 - Downtown (and Bike Park) Map and Directory “Main St” signage (currently in progress) currently in the design phase design will be complete in early spring, and then install will occur spring/summer 2022
- Colorado Tourism Office Restart Destinations Program (Joint program with Minturn / Red Cliff):
 - Held initial core team virtual planning meetings on September 9th, and October 25th
 - Held the in-person workshop on 11/2, with participation from the Town, CTO, local businesses and other stakeholders including the Vail Valley Partnership, Eagle County, VVMTA, Walking Mountains, USFS, and CPW.
 - From the workshop, will dive into strategic planning and recommended action steps. This is a 12 month program in which town staff will work directly with a consultant from the CTO, to create an effective marketing program to help “restart” tourism and visitation, post-COVID. This program will have a focus on outdoor recreation and responsible tourism. The program includes \$10,000 in marketing resource spending (which use will be determined by the CTO)





QUARTERLY REPORT MINTURN FITNESS CENTER



MINTURN FITNESS CENTER

New Manager Kevin Roop, started August 2021. kroop@minturnfitnesscenter.com. Digital Entry System is operational. CLASSES AND OFFERINGS NOW AT THE MFC (All Classes Free with Membership)

- Spin Circuit
- HIIT (Performance Circuit)
- Yoga
- Peloton
- Free Weight Fundamentals

NEW HOURS OF OPERATION ARE MON-FRI 5AM TO 11PM AND SAT/SUN 8AM TO 6PM.



QUARTERLY REPORT SUSTAINABILITY

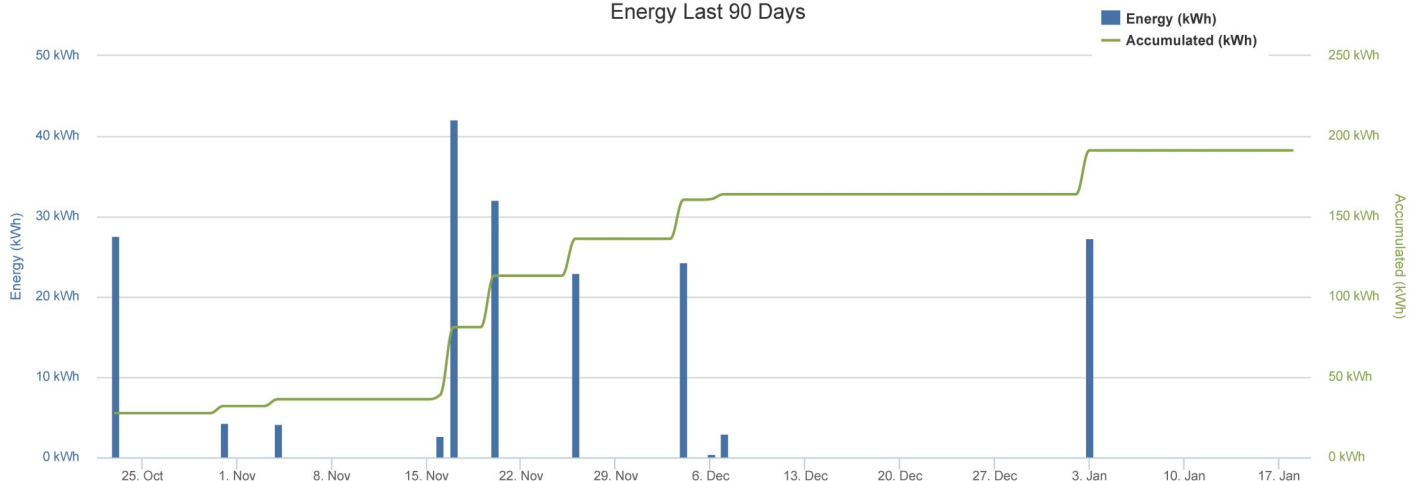


The Town Hall EV Charging Station is starting to see more use (see below graph).

Implementing public recycling receptacles downtown and in our parks through funding from CDPHE RREO Mini-grant. Purchasing is taking place currently, installation will happen in spring 2022 (the receptacles will be bear-proof dual trash-recycle receptacles).

Cindy Krieg was awarded the “Most Sustainable Employee” award for 2021 as part of the Walking Mountains Actively Green awards. This award really honors the Town as a whole, and the significant strides that have been made over the past year to reduce our environmental impact and to work toward the Strategic Plan goal of the “Long Term Stewardship of the Natural Beauty and Health of Minturn’s Environment.”

Energy Last 90 Days



Jay Brunvand
 Clerk/Treasurer
 301 Pine St #309 ♦ 302 Pine St
 Minturn, CO 81645
 970-827-5645 x1
treasurer@minturn.org
www.minturn.org



Town Council
 Mayor – Earle Bidez
 Mayor Pro Tem – Terry Armistead
 Council Members:
 George Brodin
 Lynn Feiger
 Eric Gotthelf
 Gusty Kanakis
 Tom Sullivan

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

REGULAR TOWN COUNCIL MEETINGS
April 6, 2022
Town Council Candidate swearing in
Minturn North Preliminary Plan
Resolution 14 - Series 2022 A Resolution approving the Water Tank Construction Contract
Resolution 15 - Series 2022 A Resolution approving a Construction Management Contract with SGM for the oversight of the Minturn water tank build.
April 20, 2022
Water Moratorium Ordinance – Review of three tap allowance
Council Ethics Training – Mike Sawyer
Ord ___ - Series 2022 An Ordinance amending the outdoor water requirements for the Town of Minturn.
Regional Transit Authority Discussion
Res ___ - Series 2022 A Resolution approving CUP 01-2022 Sun-Up Seal Coats contractor storage on U.P. property – Madison
May 4, 2022
Council Retreat 10am – 7pm (actual time and location to be determined)
May 18, 2022
Regional Transit Authority Discussion
DATE TO BE DETERMINED
Chapter 13 water and landscaping review
Joint TC/PC meeting regarding 100 block – May 18
2021-23 Strategic Plan Amendment – Building Code Updates
River quiet title and cemetery matters
Potential legislation regarding Mobile homes
Car Idling