



Wednesday April 20, 2022
Executive Session – 4:30pm
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/84644144469>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 846 4414 4469**

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

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

- 3. Executive Session:** An Executive Session pursuant to Section 24-6-402(4)(f) for the purpose of discussing the Town Manager’s annual review and contract and for the purpose of Conferencing with the Town Attorney pursuant to C.R.S. 24-6-402(3)(b) for the purposes of receiving legal advice – Belden Place – Metteer/Sawyer

Direction given as a result of the Executive Session:

Note: Council will convene in Regular Session at approximately 5:30pm

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

4.1 April 4, 2022 Meeting Minutes Pg 4

4.2 Liquor License: 131 Main St – The Minturn Country Club annual renewal of a Hotel and Restaurant Liquor License, Tom Ricci, owner/manager Pg 12

4.3 Liquor License: 141 Main St – Thai Kitchen annual renewal of a Hotel and Restaurant Liquor License, Wipanun Somdee, owner/manager Pg 17

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 Planning Commission vacancy direction from Council – Metteer Pg 22

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 Public Hearing Regional Transit Authority – Metteer Pg 24

11.2 Ord 06 - Series 2022 An Ordinance amending the outdoor watering regulations for the Town of Minturn – Metteer Pg 66

11.3 Resolution 16 – Series 2022 A Resolution approving CUP 01-2022 Sun-Up SealCoats contractor storage on U.P. property – Harris Pg 71

12. STAFF REPORTS

12.1 Town Manager Update Pg 114

13. FUTURE AGENDA ITEMS Pg 119

14. ADJOURN

INFORMATIONAL ONLY ITEMS

Council Meetings:

- May 4, 2022 – Council Retreat
- May 5, 2022 – Special Council Meeting (Minturn North)
- May 18, 2022 – Joint Council/Planning Commission
- June 1, 2022
- June 15, 2022



**Wednesday April 6, 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/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

The meeting was called to order by Mayor Earle Bidez at 5:34pm.

2. ROLL CALL & PLEDGE OF ALLEGIANCE

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

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

3. COUNCIL SWEARING IN

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

The election of April 5, 2022 was canceled and the candidates were deemed elected as all seats were uncontested. Town Clerk Jay Brunvand swore in Earle Bidez as Mayor and he swore in Lynn Feiger, Tom Sullivan, and Kate Schifani as Council Members who then assumed their seats at the dais.

Earle B. stated his choice for Mayor Pro Tem was Terry A.

Motion by Tom S., second by George B., to appoint Terry A. as Mayor Pro Tem. Motion passed 6-0. Note: Eric G. was excused absent.

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
- 4.2 Liquor License: 146 N Main St – The Saloon request to extend the Temporary Permit for serving alcohol
- 4.3 Congressionally Directed Spending Letter of Support
- 4.4 SB22-180 Letter of Support

Motion by Terry A., second by Gusty K., to approve the Consent Agenda of April 6, 2022 as presented. Motion passed 7-0.

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

Add an Executive Session to discuss pending litigation to be added as 6a.

Motion by George B., second by Terry A., to approve the Agenda of April 6, 2022 as amended. Motion passed 7-0.

6. DECLARATION OF CONFLICTS OF INTEREST

6a. Executive Session to discuss pending litigation pursuant to CRS 24-402(4)(b).

Motion by Gusty K., second by George B., to convene in Executive Session pursuant to 24-6-402(4)(b) to discuss pending legal matters – Belden Place. Motion passed 7-0.

Those present in the Executive Session included the Council present, Attorney Michael Sawyer,

and Town Manager Michelle M.

Convened in Executive Session at 5:40pm and reconvened in Regular Session at 6:20, no direction was given.

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.*

Mr. Steve Coyer, ERWSD Board Member, attended via Zoom and is running for re-election to the board and spoke of his accomplishments and interest in remaining on the board.

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

Terry A. updated that the Shooting Range met in person and viewed several similar ranges and how they are successful. She discussed next steps for the Minturn committee. Terry A. stated the bears are waking up and to be bear aware as well as moose and elk. She stated the Mini Mile and the Minturn Bike Park are closed and will be opening in May. She stated not to use it when it is closed as it would cause serious damage due to mud and would affect the elk calving season.

George B. stated they meeting with firms to do the water plant tomorrow. He stated they have three companies and will be returning with a recommendation.

Earle B. noted the recent RTA presentation. He clarified if the town does not vote in to the RTA then we would not receive any new services provided by the new District. He discussed next steps and the need for an IGA.

Earle B. noted they will hold a Minturn Matters Tuesday 4/26/22, Gusty K. will join and it will be at the Mexican Bar and Grill. He encouraged all to complete the community survey. Surveys are available at Minturn.org.

Earle B. read a prepared comment as follows: A few months ago, a post on Facebook announcing a going out of business sale for the Uptown Store resulted in unexpected comments that were obscene and antisemitic. These comments were quickly removed. I'm speaking of this because most of these few comments were from citizens of our town.

I have lived in what I now consider my hometown for over 40 years. I have always known our community to be a kind, open-hearted, and giving one. This online behavior did nothing but cast a shadow on our town. We who live in Minturn are passionate and protective of our town. I have also known us to be intolerant of racist and profane behavior. This is not who we are.

At a planning commission meeting last fall the main topic was the issue concerning the Mikvah. I was proud of our community for their concern for the historic building and their reception of the Rabbi and his architect who agreed that the house at 151 Main St. should stay intact. There was courtesy and respect all around.

Yet there are still have been incidents of this inflammatory, negative behavior that continue. I call on these citizens to reflect on how this behavior paints our town with a darker image that we the people of Minturn reject. We are much better than that.

10. DISCUSSION / DIRECTION ITEMS

10.1 Minturn Scholarship Committee Appointment – Metteer

Michelle M. stated Brian Eggleton was the most recent representative. She asked for a Council member to volunteer.

Kate S. agreed to do this.

10.2 Consideration of funding for the lighting of the Little Beach Park Amphitheater - Metteer

Michelle M. outlined the request to install lighting at the Little Beach Park. She stated this lighting will be mood lighting but will allow a safer and family friendly event as they leave during the dark. She stated Jeff Armistead has agreed to do the work along with an electrician.

Mr. Jeff Armistead was present and stated the plan is for seven strands of lights that will go from the stage up to Cemetery Rd. This would be a permanent all-season installation of LED lighting which would be safely and professionally installed.

Michelle M. noted it would run approximately \$10,500, it is not a budgeted item in the 2022 budget but we do have these funds available.

It was noted the GOPro games will have a dual slalom at the bike park and a concert held at Little Beach Park.

Direction was to proceed as presented with the purchase and installation of the lighting.

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

Ms. Tracy LeClair, ERFPD, was on hand and presented to the Council the need. It was presented how important this is for the safety of our citizens. We are in the middle of a 20year drought and this is very timely, the wildfire danger is not going away. She noted the fire season is now year-

around and must be addressed that way. Ms. LeClair noted they will have a push for citizens to sign up for the EC Alert system to enable the most advanced warning available and that this is a county wide effort.

Michelle M. noted the work being done by the team at the water plant removing the dry fuels in the forested area. Michelle M. noted that we had trees fall just yesterday in the town ROW. Discussion ensued on how various disasters might affect our county and town citizens in the event of an evacuation.

Motion by George B., second by Tom S., to approve Resolution 13 – Series 2022 a Resolution proclaiming May 2022 Wildfire Preparedness Month. Motion passed 7-0.

11.2 Resolution 14 – Series 2022 a Resolution approving the Water Tank Construction Contract – Metteer

Mr. Chris Brown, DN Tanks, spoke and stood for questions. They will begin May 1 with site preparation.

Michelle M. presented 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. The town has made every effort to be inclusive an 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.

Motion by Gusty K., second by George B., to approve Resolution 14 – Series 2022 a Resolution approving the water tank construction contract as presented to include awarding the contract to DN Tanks of Colorado LLC. Motion passed 7-0.

11.3 Resolution 15 – Series 2022 a Resolution approving a Construction Management Contract with SGM for oversight of the Minturn water tank build – Metteer

Michelle M. presented that 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 lay 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.

The town has made every effort to be inclusive an 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.

Town Water Engineer Ryan Gordon, SGM Inc, spoke regarding the role of the construction manager. Discussion ensued as to the construction impacts on the Town, South Town, during the construction. Ryan G. stated there will be excavated soils remaining on the property which will limit some trucking but the delivery of materials and other efforts will have an impact. This impact will ebb and f

Motion by George B., second by Gusty K., to approve Resolution 15 – Series 2022 a Resolution approving a Construction Management Contract with SGM for oversight of the Minturn water tank build as presented. Motion passed 7-0.

11.4 Minturn North Preliminary Plan – Hunn/Harris

Scot H. outlined the request. He stated this is due to recent changes in the phasing plan. He felt this needed to be reviewed but that it was a desired change.

Minturn Crossing, LLC, represented by Greg Sparhawk, has requested a continuance 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. 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.

Mr. Sparhawk, after reviewing the scheduled Council Meetings in May requested a special meeting which was set for Thursday, 5:30pm May 5, 2022. This meeting would be paid by the applicant.

Motion by Gusty K., second by George B., to continue to May 5, 2022 at 5:30pm the Minturn North Preliminary Development Plan for PUD. Motion passed 7-0.

12. STAFF REPORTS

12.1 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.

13. FUTURE AGENDA ITEMS

14. ADJOURN

Motion by Tom S., second by Gusty K., to adjourn at 7:30pm.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

INFORMATIONAL ONLY ITEMS

Council Meetings:

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



To: Mayor and Council

From: Jay Brunvand

Date: APRIL 20, 2022

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

REQUEST:

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the Minturn Country Club Inc. located at 131 Main St.

INTRODUCTION:

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

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

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

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

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

ATTACHMENTS:

- Application and supporting documentation for the license renewal.

Submit to Local Licensing Authority

**MINTURN COUNTRY CLUB
 PO BOX 517
 Minturn CO 81645-0517**

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name MINTURN COUNTRY CLUB INC			Doing Business As Name (DBA) MINTURN COUNTRY CLUB	
Liquor License # 04-92147-0000	License Type Hotel & Restaurant	Sales Tax License # 04921470000	Expiration Date 06/06/2022	Due Date 04/22/2022
Business Address 131 MAIN STREET Minturn CO 81645			Phone Number 9708274114	
Mailing Address PO BOX 517 Minturn CO 81645-0517			Email minturncc@gmail.com	
Operating Manager T.J. Ricci II	Date of Birth 11/26/75	Home Address 35 James Crk Edwards, CO 81632	Phone Number 303-601-9455	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 05-01-26				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Thomas J Ricci, II	General Manager
Signature	Date
<i>[Handwritten Signature]</i>	3-25-22

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Thomas J Ricci, II am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Minturn Country Club, Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Minturn Country Club, Inc</u>		Social Security Number/Tax Identification Number <u>04921470000</u>	
Address <u>131 Main St. (P.O. Box 517)</u>			
City <u>Minturn</u>		State <u>CO</u>	Zip <u>81645</u>
Home Phone Number <u>303-601-9455</u>		Business/Work Phone Number <u>970-827-4114</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Thomas J. Ricci, II</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Thomas J. Ricci, II</u>			Date signed <u>3-25-22</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Percentage ownership interests in businesses:

The Minturn Country Club:

Tom Ricci: 50%

Joe Honnessy: 50%

The 8th St. Steakhouse:

Tom Ricci: 25%

Joe Honnessy: 25%

The Historic Mint:

Tom Ricci: 50%



To: Mayor and Council

From: Jay Brunvand April

Date: April 20, 2022

Agenda Item: Annual renewal of Hotel and Restaurant Liquor License

REQUEST:

Staff is requesting Council to review and approve the attached annual renewal of a Hotel and Restaurant Liquor License for the Thai Kitchen LLC located at 141 Main St.

INTRODUCTION:

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

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

Not Applicable

BUDGET / STAFF IMPACT:

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

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

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

ATTACHMENTS:

- Application and supporting documentation for the license renewal.

Submit to Local Licensing Authority

**THAI KITCHEN
 PO BOX 6515
 Vail CO 81658**

Fees Due		
Renewal Fee		550.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$ 75
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$ 625

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name THAI KITCHEN LLC			Doing Business As Name (DBA) THAI KITCHEN	
Liquor License # 03-14948	License Type Hotel & Restaurant	Sales Tax License # 39854352	Expiration Date 06/15/2022	Due Date 05/01/2022
Business Address 141 MAIN STREET Minturn CO 81645			Phone Number 9704457499	
Mailing Address PO BOX 6515 Vail CO 81658			Email wipawun@gmail.com	
Operating Manager Wipawun Somdee	Date of Birth 10/12/1980	Home Address 827 Greenway Dr., Gypsum, CO, 81637		Phone Number 970 445 7499
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease March 31, 2023				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business WIPANUN SOMDEE	Title Owner
Signature Wipanon Somdee	Date 04/13/2022

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Wipavun Somdee am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Thai Kitchen LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Wipavun Somdee / Thai Kitchen LLC</u>		Social Security Number/Tax Identification Number <u>230-95-5497 / 39854352</u>	
Address <u>141 Main Street</u>			
City <u>Minturn</u>		State <u>CO</u>	Zip <u>81645</u>
Home Phone Number <u>-</u>		Business/Work Phone Number <u>970 445 7499</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Wipavun Somdee</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Wipavun Somdee</u>			Date signed <u>4/13/2022</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



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

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

MEMORANDUM

To: Mike Sawyer, Attorney
Scott Peterson, ECSO/Minturn
CC:
Date: 4/15/22 9:16 AM
RE: Liquor License

Attached please find a copy of a Hotel and Restaurant Liquor License application for The Thai Kitchen, Wipanun Somdee, owner/manager, located at 141 Main St. I have reviewed the application and conducted an onsite inspection which resulted in no issues. I am forwarding it on to you for further review and your report. I will be recommending approval on the Consent Agenda to Council at the April 20, 2022 Council Meeting.

There have been no issues at all at this location including passing all “stings” that have been administered of which this location was a part of.

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

Thanks, jay



To: Mayor and Council
From: Jay Brunvand
Date: April 15, 2022
Agenda Item: Planning Commission Appointment Direction

REQUEST:

Staff is requesting Council direction regarding the appointment to the Planning Commission.

INTRODUCTION:

At the April 6, 2022 Council meeting, after a complete process of advertising and solicitation of Letters of Interest from citizens, Council appointed Michael Boyd to the Planning Commission. The Planning Commission has five voting members and has five seated and one alternate. The alternate votes only if one of the five is absent but comments

Since that meeting Staff has received a Planning Commissioner resignation from Jena Skinner and we are in need to again appoint a member. As of this writing Staff is awaiting comment from Chris Manning.

Staff is requesting direction based on the following options:

1. Staff could go out and solicit names again
2. Council could request, if he consents, to appoint Chris Manning. This has been done in the past when a vacancy occurs immediately after an election or other event such as this where we have timely interest from other applicants.

Once direction is received Staff will bring back an appointment process and resolution to fill the vacancy.

ANALYSIS:

COMMUNITY INPUT:

Staff advertised and received several Letters of Interest to fill a previous recent vacancy.

BUDGET / STAFF IMPACT:

The approved 2022 Minturn fiscal year budget provides appropriate funding for a full Planning Commission.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #1 to practice fair, transparent, and communicative local government. Both the manner in which we solicited Letters of Interest and a full complement of Council members adhere to this Strategy.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff is requesting direction from Council as to how we should proceed. No motion is requested.

ATTACHMENTS:



To: Mayor and Council
From: Jay Brunvand
Date: February 17, 2021
Agenda Item: Regional Transit Authority IGA Draft

REQUEST:

Staff is requesting Council to open and hold a Public Hearing for the creation of a Regional Transportation Authority. There will be a Powerpoint presented during the Council Meeting.

INTRODUCTION:

The Town of Minturn has joined with Eagle County; the towns of Avon, Eagle, Gypsum, Red Cliff and Vail; and Beaver Creek Metro District, as well as the business community and nonprofit partners, to consider the formation of a Regional Transportation Authority (RTA) to enhance and expand transit and transportation services for our residents, businesses and visitors. An RTA is a public entity that allows local governments—including counties, cities, town and metro districts—to work together to address regional transportation issues. RTAs are governed by a board of appointed elected officials representing the partner governments and must follow open meeting and fiscal accountability and transparency laws. RTAs are allowed to seek voter approval to collect tax revenue to provide transportation services, which may include transit, air, roadway and other services.

Setting up an RTA is a formal process defined in state law. The local governments involved in establishing the RTA must work together to create an intergovernmental agreement (IGA)—a legal document that sets forth the governance, service goals and other key operating provisions of the RTA. This charter document must be agreed upon by the elected councils and boards in each community. Ultimately, voters must agree to the formation of the RTA and any taxing or bonding requests made to provide funding for the RTA's services and operations. The IGA process requires two separate public hearings to be held in each jurisdiction considering adopting the IGA. The public hearings will provide details about the proposed RTA and the draft IGA for the creation of the Eagle Valley Transportation Authority, and feedback from council and the public will be shared with the RTA formation committee to help address local community needs and concerns.

ANALYSIS:

N/A

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

If approved at a future election this will be organized as a Special District/Authority and funded by a Mill Levy tax. Although there may be some expenses it is anticipated this tax would cover all operational expenses.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION:

This item is scheduled only as a Public Hearing to take community input. The final IGA will be approved by approved by Resolution at a future date.

ATTACHMENTS:

- Draft IGA

**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

by and among

BEAVER CREEK METROPOLITAN DISTRICT

TOWN OF AVON, COLORADO

EAGLE COUNTY, COLORADO

TOWN OF EAGLE, COLORADO

TOWN OF GYPSUM, COLORADO

TOWN OF MINTURN, COLORADO

TOWN OF RED CLIFF, COLORADO

and

TOWN OF VAIL, COLORADO

Dated as of [May 31, 2022]

Providing for the establishment of the “Eagle Valley Transportation Authority” as a Colorado Regional Transportation Authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

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**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

THIS EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of [May 31, 2022] by and among the **BEAVER CREEK METROPOLITAN DISTRICT**, the **TOWN OF AVON, COLORADO**; **EAGLE COUNTY, COLORADO**; the **TOWN OF EAGLE, COLORADO**; the **TOWN OF GYPSUM, COLORADO**; the **TOWN OF MINTURN, COLORADO**; the **TOWN OF RED CLIFF, COLORADO**; and the **TOWN OF VAIL, COLORADO** (together the “Initial Signatories”).

RECITALS

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the “Act”), Colorado counties, municipalities, and special districts with street improvement, safety protection, or transportation powers, are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth herein, are authorized to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statute”), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so;

WHEREAS, the Initial Signatories are a Colorado county, a Colorado special district, and certain Colorado municipalities located within the boundaries of Eagle County that desire to form a regional transportation authority to serve the greater Eagle River Valley community pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating, and maintaining regional transportation systems;

WHEREAS, enhancing regional transportation services for Eagle County residents, businesses and visitors is a crucial step in meeting the communities’ workforce, economic and climate goals, and regional transportation services support Eagle County socially and economically, helping employees get to work safely and visitors to enjoy their Eagle County experience;

WHEREAS, the signatories of this Agreement wish to work toward collaborative solutions that will increase transportation and transit options throughout the greater Eagle River Valley, as well as increase air connections to the Eagle River Valley;

WHEREAS, extensive input from local businesses, employees, nonprofits and community members have made clear that the creation of a Regional Transportation Authority (“RTA”) is a

desirable way to plan, finance, implement and operate a more comprehensive regional transportation system that better meets the needs of communities;

WHEREAS, an RTA serving the greater Eagle River Valley is poised to improve transit service, increase ridership and efficiency across the valley’s existing transit agencies, provide affordable or free transit to the valley’s visitors and employee base, strengthen the connection between the valley’s different communities, and advance local climate action goals by reducing car trips and increasing the use of low or zero emission public transportation; and

WHEREAS, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 602 of the Act: “Bond,” “Construct,” “Construction,” “County,” “Municipality,” “Person,” “Regional Transportation Activity Enterprise,” “Regional Transportation System,” and “State”.

Section 1.02 Other Definitions. The following terms shall, when capitalized, have the following meanings:

“*Act*” is defined in the Recitals.

“*Advisory Committee*” means two or more persons appointed by the Board pursuant to Article 4 of this Agreement for the purpose of providing advice to the Board.

“*Agreement*” means this Eagle Valley Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms contained therein.

“*Alternate Director*” means any person appointed as an Alternate Director pursuant to Section 3.03 of this Agreement.

“*Authority*” means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

April 2022 Draft (Public Hearing #1)

“*Authority Sales Tax*” means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(1) of the Act.

“*Authorized Transportation Projects*” refers to the Regional Transportation Systems projects described in Appendix C of this Agreement, as such projects may be amended from time to time in accordance with Article 6 of this Agreement.

“*Ballot Question*” refers to any of the questions listed in Section 2.04(a)(i)-(viii) of this Agreement, and shall mean a “Ballot Issue,” as defined in Title 1, Article 1, Part 104(2.3), Colorado Revised Statutes, as amended. The Ballot Question for each of the Initial Signatories are collectively referred to as the “Ballot Questions.”

“*Board*” means the Board of Directors of the Authority.

“*Boundaries*” means the boundaries of the Authority illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement, as such Appendices may be amended from time-to-time in accordance with Article 12 of this Agreement.

“*Director*” means any person appointed as a Director pursuant to Section 3.02 of this Agreement. Whenever the person appointed as a Member’s Director is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 of this Agreement.

“*Division of Local Government*” means the Division of Local Government in the State Department of Local Affairs.

“*ECRTA*” means the Eagle County Regional Transit Authority (Fund 1151) which operates Eagle County’s current ECO Transit public transportation service, and which is also referred to in this Agreement as “ECO Transit.”

“*Governing Body*” means, when used with respect to a Member, the town council, board of trustees, board of commissioners or other legislative body, as appropriate, of such Member.

“*Initial Boundaries*” means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article 10.01 of this Agreement, as such Initial Boundaries are illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement.

“*Initial Members*” means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 of this Agreement.

“*Initial Signatories*” means the county, special district, and municipalities that are signatories to this Agreement in its original form.

“*Intergovernmental Relations Statute*” is defined in the Recitals.

“*Member*” means (a) the Initial Members and (b) the State or any Municipality or County or special district that becomes a member of the Authority pursuant to Section 9.03 of this Agreement.

“*MOU*” means the Memorandum of Understanding Establishing a Regional Transit Authority Formation Committee entered into by and among the Initial Signatories for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community.

“*Officer*” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“*Regional Transportation Systems*” shall have the meaning given to it in Section 602(16) of the Act.

“*Visitor Benefit Tax*” means a visitor benefit tax levied by the Authority in all or any designated portion of a Member in accordance with Section 605(1)(i.5) of the Act and Section 7.01 hereof.

ARTICLE 2 ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01 Establishment. A regional transportation authority to be known as the “Eagle Valley Transportation Authority” shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by this Agreement among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with Section 603(3) of the Act; and (ii) has executed this Agreement, which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by Section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement;

(b) this Agreement will be submitted for approval, and has been approved by, a majority of the registered electors residing within the boundaries of the Initial Members at the time of the election, who voted in a general election or special election called for such purpose in accordance with Section 603(4) of the Act, which, for purposes of the November 8, 2022, election, shall be determined based on the votes cast on the Ballot Questions approved by the registered electors voting on the Ballot Questions that approve the participation in the Authority; and

(c) the Director of the Division of Local Government has issued a certificate pursuant to Section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

Section 2.02 Purpose. The purpose of the Authority is to plan, finance, implement and operate an efficient, sustainable and regional public multimodal transportation system at any location or locations within or without the Boundaries of the Authority, and exercise any or all other powers authorized by, and subject to compliance with, the Act.

Section 2.03 Boundaries. Subject to Section 2.05 and amendment to reflect to outcome of the Ballot Questions, the Initial Boundaries of the Authority shall be as illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement. For any territory included or annexed in the boundaries of a Member, the Boundaries shall automatically be amended to include such territory that has been included or annexed into the boundaries of the Member (for taxation purposes, as if such territory was included in the Boundaries of the Authority because the territory is included in the boundaries of such Member).

Section 2.04 Voter Approval.

(a) The Initial Signatories agree to submit Ballot Questions seeking voter approval of the establishment of the Authority; the baseline funding of the Authority in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) at an election held on November 8, 2022, that is conducted in accordance with the Act and other applicable law. Eight separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached of this Agreement as Appendixes B-1 through B-8, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

(i) the “Avon Question,” a draft of which is attached hereto as Appendix B-1, shall be submitted to the electors of the Town of Avon;

(ii) the “Beaver Creek Question,” a draft of which is attached hereto as Appendix B-2, shall be submitted to the electors of the Beaver Creek Metropolitan District;

(iii) the “Eagle Question,” a draft of which is attached hereto as Appendix B-3, shall be submitted to the electors of the Town of Eagle;

(iv) the “Gypsum Question,” a draft of which is attached hereto as Appendix B-4, shall be submitted to the electors of the Town of Gypsum;

(v) the “Minturn Question,” a draft of which is attached hereto as Appendix B-5, shall be submitted to the electors of the Town of Minturn;

(vi) the “Red Cliff Question,” a draft of which is attached hereto as Appendix B-6, shall be submitted to the electors of the Town of Red Cliff;

April 2022 Draft (Public Hearing #1)

(vii) the “Vail Question,” a draft of which is attached hereto as Appendix B-7, shall be submitted to the electors of the Town of Vail; and

(viii) the “Unincorporated Eagle County Question,” a draft of which is attached hereto as Appendix B-8, shall be submitted to the electors of the unincorporated area of Eagle County within the boundaries described in Appendix A-2, exclusive of electors residing in the municipalities and special district that are Initial Signatories of this Agreement.

(b) With the intent to put forth these measures as a coordinated election under the Clerk of Eagle County, the Governing Body of each of the Initial Signatories named in the title of each Ballot Question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the Ballot Questions submitted by it in any manner that is consistent with the terms of this Agreement and the Ballot Questions attached in Appendices B-1 through B-8. Any Governing Body’s modification(s) to a Ballot Question that are inconsistent with the terms of this Agreement and the attached appendices shall require the written consent of each of the other Initial Signatories prior to its submittal to that body’s registered electors. The designated election official for a coordinated election shall be the Eagle County Clerk and Recorder.

(c) The costs of conducting the November 8, 2022, election shall be allocated from the funding contributions set forth in the MOU.

Section 2.05 Initial Members.

(a) Subject to Section 2.05(b) of this Agreement, the Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the Ballot Questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to this Agreement:

(i) the Town of Avon will be an Initial Member if the Town of Avon electors approve the Avon Question;

(ii) the Beaver Creek Metropolitan District will be an Initial Member if the Beaver Creek Metropolitan District electors approve the Beaver Creek Question;

(iii) the Town of Eagle will be an Initial Member if the Town of Eagle electors approve the Eagle Question;

(iv) the Town of Gypsum will be an Initial Member if the Town of Gypsum electors approve the Gypsum Question;

(v) the Town of Minturn will be an Initial Member if the Town of Minturn electors approve the Minturn Question;

(vi) the Town of Red Cliff will be an Initial Member if the Town of Red Cliff electors approve the Red Cliff Question;

(vii) the Town of Vail will be an Initial Member if the Town of Vail electors approve the Vail Question; and

(viii) Eagle County will be an Initial Member if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(b) The Initial Signatories agree that in order for the Regional Transportation Systems to be efficiently and effectively provided within the Authority's service area, participation of each of the Town of Avon, the Beaver Creek Metropolitan District, Eagle County, and the Town of Vail, is essential. This Agreement will terminate automatically and be of no further force and effect if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question do not each approve their respective ballot questions at the November 8, 2022, election.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.01 Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article 3. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate or prescribe the performance of any of its powers to any Director, Officer, employee or agent of the Authority with sufficient direction to comply with the non-delegation doctrine.

Section 3.02 Directors. The Board shall be composed of one Director appointed by each Member.

Section 3.03 Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting or in the event such Director has resigned or been removed and no replacement Director has been appointed.

Section 3.04 Appointment of Directors and Alternate Directors. As required by Section 603(2)(b)(1) of the Act, the Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member, and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

Section 3.05 Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Sections 3.02 through 3.04 of this Agreement.

Section 3.08 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09 Meetings, Notice. The Board shall annually establish times for regular meetings of the Board, which shall meet no less than quarterly. The Board may additionally call special meetings as it deems necessary or desirable. Meetings will be held at the location as may from time to time be designated by the Board. Public notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, Section 24-6-401 *et seq.*, Colorado Revised Statutes, as amended. Except in the case of special or emergency meetings where such advance notice is not practicable, the Authority shall provide at least 48 hours' advance notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.

Section 3.10 Resolutions, Quorum. All actions of the Board shall be by resolution, which may be written or oral, approved at a meeting that is open to the public according to the voting requirements set forth in Section 3.11. At least a quorum shall be necessary to take any Board action and at least two-thirds of all Directors then in office who are eligible to vote thereon will be required for action pursuant to Section 3.11(a). A quorum shall mean a number of Directors greater than half the total number of Directors then in office (which, if all Initial Signatories become Initial Members, will be five of the eight initial Directors). The Board may establish bylaws providing for electronic participation by a Director in a meeting, including requirements for a Director participating electronically to be considered "present" for purposes of establishing a quorum and voting on agenda items.

Section 3.11 Voting Requirements.

(a) Except as otherwise provided in subsection (b) of this Section, resolutions of the Board shall be adopted upon the affirmative vote of at least two-thirds of the Directors then in office who are eligible to vote thereon (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be six of the eight initial Directors).

(b) Provided a quorum is present, the following actions shall be approved upon the affirmative vote of a majority of the Directors of the Board then present who are eligible to vote thereon:

- (i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority's compliance with applicable law;
- (ii) approvals authorized by bylaws or rules previously approved by the Board;
- (iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;
- (iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;
- (v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and
- (vi) other actions that are reasonably incidental to prior Board approvals made under subsection (a) of this Section.

Section 3.12 Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.10 of this Agreement, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.10 of this Agreement by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.15 of this Agreement.

Section 3.13 Director Conflicts of Interest. Notwithstanding any other provision of this Agreement, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with Sections 18-8-308 and 24-18-101 *et seq.*, Colorado Revised Statutes, as amended.

Section 3.14 Powers of the Board. The Board shall, subject to the limitations set forth of this Agreement, have (a) all powers that may be exercised by the board of directors or a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by Sections 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.15 Bylaws and Rules. The Board, acting by resolution adopted as provided for in Section 3.10 or Section 3.11 of this Agreement, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.11(a) of this Agreement.

Section 3.16 Additional Directors. If at any time there are four or fewer Members, then, notwithstanding any other provision of this Agreement, in order to comply with the provisions of Section 603(2)(b)(1) of the Act requiring at least five Directors, the Directors representing the remaining Members shall, by unanimous consent, appoint such additional Directors and Alternate Directors as are necessary for there to be five Directors, and may likewise remove such Directors and Alternative Directors by consensus of the Directors appointed directly by the Members. If such remaining Directors are unable to reach unanimous consent, each Member shall appoint a second Director, until the total number of Members exceeds five at which time each Member shall revert to appointing a sole Director.

Section 3.17 References. All references of this Agreement to the Director and Alternate Director of a Member shall be deemed to refer to the initial and the additional Director and Alternate Director, as appropriate, appointed by such Member.

ARTICLE 4 ADVISORY COMMITTEES

The Board may appoint, maintain, and/or disband one or more Advisory Committees at any time in order to advise the Board with respect to policy and service matters. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE 5 OFFICERS

Section 5.01 Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5. Alternate Directors shall not assume the officer position of any Director unless so designated by action of the Board.

Section 5.02 Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and

customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 5.03 Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

Section 5.04 Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal (if any), be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.05 Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for ensuring the timely preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give or authorize receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall ensure that full and accurate records of the receipts and disbursements are maintained, and shall ensure that all moneys and other valuables are deposited in such depositories as shall be designated by the Board. The Treasurer shall ensure deposit and investment of all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.06 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

Section 5.07 Resignation and Removal. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

Section 5.08 Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article 5, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer or employee.

Section 5.09 Vacancies. Vacancies in the office of any Officer or employee shall be filled in the same manner in which such office was originally filled.

Section 5.10 Compensation. The Authority shall determine and may compensate Officers and employees who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

ARTICLE 6 POWERS OF THE AUTHORITY

Section 6.01 General Grant of Powers. The Authority shall, subject to the limitations set forth in this Agreement, have (i) all of the powers granted to regional transportation authorities by the Act and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 6.02 Specific Responsibilities. In addition to the general powers described in Section 6.01 of this Agreement, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 of this Agreement.

(a) Regional Transportation Systems. The Authority shall coordinate and may operate and fund Regional Transportation Systems and provide such related services as are necessary in order to effect the Authorized Transportation Projects described in Appendix C, as may be amended from time to time in accordance with Article 12 of this Agreement.

(b) Regional Transportation Planning. The Authority shall engage in annual regional transportation planning to direct the implementation of Regional Transportation Systems, pursue local, federal or state funding, and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

(c) Regional Transportation Demand Management. The Authority shall develop plans, programs, and materials to support individuals and employers in their efforts to reduce single-occupancy vehicle trips and mitigate climate impacts in Eagle County, in coordination with local jurisdictions, CDOT, NWCCOG, the I-70 Coalition and other relevant organizations.

(d) Enhance Local, State, and Federal Coordination.

(i) The Authority shall represent the Eagle Valley region with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations.

(ii) The Authority shall coordinate with the Colorado Department of Transportation (“CDOT”) and federal governing agencies to enhance regional transit, including but not limited to, improvements to connections to the Authority area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport.

(e) First-Last Mile Solutions. The Authority may study, design, financially support and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to park and rides, pedestrian crossings, and regional innovative mobility programs such as regional e-bike sharing, on-demand microtransit, and community vanpools.

(f) Contract Transit Services.

(i) The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.

(ii) The Authority may initially enter into contracts with Eagle County for the continuation of ECO Transit service during and after the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to ensure the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority.

(g) Local Service. The Authority may fund projects or services that serve the residents and businesses of a single Member (as distinguished from regional services) but, except as otherwise specifically provided in this Agreement, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority’s service area.

(h) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new facilities, park-and-rides, transit stops, vehicle maintenance garages, trails, or other necessary infrastructure related to operations under the purview of the Authority.

(a) Planning, Construction, and Maintenance of Regional Trails and Pedestrian Infrastructure.

(i) The Authority shall provide planning and funding support for regional public trail maintenance, improvement, and construction, in cooperation with Members, advisory groups and other agencies, including but not limited to USFS, BLM and CDOT. The Authority will place emphasis on multi-modal transportation-oriented trails that

provide improved accessibility and connections between transit nodes, population centers, and communities.

(ii) The Authority may plan for transitioning the operations, maintenance, capital improvements, and funding required for Eagle County’s ECO Trails partnership, including the Eagle Valley Trail, after completion of all currently planned sections and no sooner than December 31, 2024.

(i) Contract Air Services. The Authority may enter into contracts with commercial air service carriers for the provision of air services in the manner and subject to the terms of such contracts.

(j) Roadway Improvements. Subject to the Gypsum Question first being approved by the electors of the Town of Gypsum, the Authority shall provide financial support for the construction on an EGE Airport interchange, including commitment of matching funds to be combined with other local matching funds in support of the pursuit of state and federal grant funds. Any obligation of the Authority to provide matching funds will be conditional upon first securing funds for construction of the EGE Airport Interchange from all other available federal, state, and local funding sources and shall not exceed an amount budgeted therefor by the Board. It is anticipated that the Town of Eagle, Town of Gypsum, Eagle County, or some combination thereof will be the responsible entities for all permitting, financing and construction. and the Authority’s role would be limited to providing matching funds as described in this Section.

Section 6.03 Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 of this Agreement, the powers of the Authority shall be limited as follows:

(a) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to Section 20(4)(h) of Article X of the State Constitution shall take effect unless first submitted to a vote in accordance with Section 612 of the Act;

(b) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County, Municipality or special district Member where the proposed tax or fee would be imposed in accordance with Section 613 of the Act; and

(c) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with Section 614 of the Act.

Section 6.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority shall, upon the request of the Governing Body of the jurisdiction impacted by the transportation improvement, in order to ensure coordinated transportation planning, efficient allocation of resources, and the equitable sharing of costs, enter into an intergovernmental agreement between the Authority and such jurisdiction concerning the applicable portion of the Regional Transportation System before commencing physical construction of that particular improvement.

**ARTICLE 7
FUNDING THE AUTHORITY**

Section 7.01 Baseline Funding. The baseline funding of the Authority shall be provided from the following sources:

(a) Initial Authority Sales and Use Tax. Subject to Section 2.05(b) of this Agreement, upon approval by the registered electors of the Ballot Question for each Initial Member, a sales and use tax of one-half percent (0.5%) shall be imposed in all areas within the Initial Boundaries of the Authority.

(b) Eagle County 0.5% Transportation Sales Tax. Eagle County shall pay to the Authority the proportion of the proceeds of the Eagle County 0.5% Transportation Sales Tax accrued on and after January 1 of the year following the Effective Date of this Agreement and that are allocated to ECRTA operations as of the Effective Date. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County.

(c) Visitor Benefit and Lodging Tax. The Visitor Benefit Tax imposed by the Authority on persons who purchase overnight rooms or accommodations shall, upon satisfaction of the conditions stated below, be imposed at a rate of 1% within the Boundaries of the Authority:

Such Visitor Benefit Tax shall apply to all types of accommodations available for rent for a period of thirty days or less within the Boundaries of the Authority. The proceeds of the Visitor Benefit Tax shall be used by the Authority solely to finance, construct, operate, and maintain Regional Transportation Systems and provide incentives to overnight visitors to use public transportation. To the extent that the imposition of an additional tax by the Authority is precluded by Section 43-4-605(1)(i.5)(I), C.R.S., such Member shall seek alternative sources of funding, or pledge existing tax revenues, in an equivalent amount.

Section 7.02 Discretionary Member Contributions. A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority or pay costs that otherwise would have been paid by the Authority (referred to as a “Discretionary Member Contribution”). If a Member offers to make a Discretionary Member Contribution, the Authority will, subject to Board approval on a case-by-case basis, make a good faith effort to provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the Discretionary Member Contribution.

Section 7.03 Pursuit of Grants. The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

Section 7.04 Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds pursuant to Section 609 of the Act if voter approval is obtained for the issuance of such Bonds as required by Section 612(2) of the Act; through lease-purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members. Bond issuances by Regional Transportation Enterprises formed pursuant to Section 606 of the Act do not require voter approval.

Section 7.05 No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article 7 shall limit the Authority’s powers under the Act.

ARTICLE 8 REORGANIZATION

Section 8.01 Reorganization Plan. All relevant assets and liabilities of ECRTA will be transferred to the Authority in accordance with this Article 8 within an 18 month period of time from the Effective Date of this Agreement and establishment of the Authority (the “ECRTA Transition Period.”)

Section 8.02 ECRTA Transition Period, Maintenance of Effort. During the ECRTA Transition Period, the Authority will undertake the following:

(a) The Authority will assume responsibility for the services provided by ECRTA and will begin receipt transfers of the operating revenues of ECRTA (as distinguished from the contributions to the Roaring Fork Transportation Authority by its members) from Eagle County no later than January 1 of the year following formation of the Authority in accordance with Section 7.01(b) of this Agreement; provided, however, that the Authority may not allocate such revenues to any purpose other than funding of services provided by ECRTA, including payments under any contract with Eagle County referred to herein for services of employees or other assets of ECRTA, in order to ensure continuity of ECO Transit services during the ECRTA Transition Period as the provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

(b) For the purpose of continuity, the existing ECRTA Advisory Board shall be constituted as an Advisory Committee pursuant to Article 4 of this Agreement for the purpose of advising the Authority’s initial Board with respect to the transition of ECRTA services throughout the ECRTA Transition Period. The Authority Board may add or remove members of the ECRTA Advisory Board as provided for in this Agreement.

(c) Either directly or by contract with Eagle County or others, will use reasonable efforts to:

(i) maintain continuity of the existing ECO Transit regional transit services provided by ECRTA within the Authority Boundaries and to neighboring jurisdictions,

without any significant changes in routes, schedules, or equipment, during the ECRTA Transition Period;

(ii) continue ongoing transportation planning efforts;

(iii) enter into contracts for transit services ECRTA currently provides to other Eagle County departments or entities no later than the end of the ECRTA Transition Period; and

(iv) accommodate Member requests for additional or new local services on the same fully allocated cost basis used to determine the cost of Authority services throughout the Authority service area;

(d) The Authority will assist Eagle County to cause all relevant Eagle County assets, liabilities, personnel, contracts, and operations to be formally transferred and assigned to the Authority, and to enter into any required intergovernmental agreement, leases, or other contractual arrangements to enable such transfers or assignments, prior to the conclusion of the ECRTA Transition Period; and

(e) The ECRTA Transition Period will be deemed concluded when all issues set forth in the Transition Plan (defined in Section 8.03) have been addressed to the satisfaction of the Board.

Section 8.03 Transition Plan.

(a) The Authority and Eagle County shall use their best efforts to agree on a “Transition Plan” that implements the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved.

ARTICLE 9 MEMBERS

Section 9.01 Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 8, 2022, election as described in Section 2.05 of this Agreement.

Section 9.02 Withdrawal of Initial Members.

(a) Following establishment of the Authority, an initial Member may withdraw from the Authority only if the Initial Member’s withdrawal is approved at an election by a majority of the electors voting thereon.

(b) If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority.

(ii) the taxes relevant to that Initial Member shall not be levied after the effective date of such withdrawal; and

(iii) the obligations of such Initial Member set forth in this Agreement shall terminate.

(c) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section.

Section 9.03 Additional Members. Any county, municipality, or special district with street improvement, safety protection, or transportation powers, or a portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a “new Member”) effective upon:

(a) the adoption of a resolution of the Board in accordance with Section 3.11(a) of this Agreement, the effectiveness of which may be conditioned upon compliance by such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member’s participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statue or any other applicable law.

ARTICLE 10 TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 10.01 Effective Date. The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 of this Agreement have been satisfied.

Section 10.02 Termination. The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 10.03 Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 10.02 of this Agreement, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article 7 and 8 of this Agreement minus the amount of cash and the value of property previously distributed to them by the Authority; and

(b) the amount of Authority taxes or other charges (other than fares) paid by their residents to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of counties which are also located within a municipality or special district allocated 100% to the municipality or special district for such purposes.

ARTICLE 11 DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

Section 11.01 Authority Obligations. The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer, member of a Committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article 11 shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article 11.

ARTICLE 12 AMENDMENTS

Section 12.01 Amendments Generally. This Agreement, except as may be limited in this Article 12, may be amended only by resolution of the Board and upon unanimous consent of all Members minus one. Such consent shall first be manifested by a majority affirmative vote of the Governing Bodies of each Member.

Section 12.02 Amendments to Boundaries. Except as provided in Section 2.03 of this Agreement, the Initial Boundaries illustrated in Appendix A-1 and described in Appendix A-2, may be amended in accordance with Section 12.01 of this Agreement and with the required approval of the registered voters of any county, municipality or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, the boundaries may not include territory within the boundaries of a municipality that is not a Member without the consent of the governing body of such municipality, and may not include territory within the unincorporated boundaries of a county that is not a Member without the consent of the governing body of such county.

Section 12.03 Modification of Appendices B-1 through B-8. Notwithstanding any other provision of this Agreement, any Ballot Question attached hereto as Appendix B-1 through B-8 may be modified by the Governing Body of the Initial Signatory responsible for submitting such Ballot Question to the electors as provided in Section 2.04 of this Agreement.

ARTICLE 13 MISCELLANEOUS

Section 13.01 Adoption and Execution of Agreement in Accordance with Law. Each initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 13.02 Parties in Interest. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

Section 13.03 No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 13.04 Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions or other communications by the Authority, any Member, any Director, any Alternate Director, any Officer or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

Section 13.05 Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 13.06 Severability. If any clause, provision, subsection, Section, or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 13.07 Interpretation. Subject only to the express limitations set forth in this Agreement, this Agreement shall be liberally construed to permit:

(a) the Authority and the Members to exercise all powers that may be exercised by a regional transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute;

(b) the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and

(c) the Board to exercise all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 13.08 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the Eagle County District Court.

Section 13.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[Remainder of page left intentionally blank. Signature pages follow.]

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of [May 31, 2022]

By:

[INSERT], COLORADO

By _____

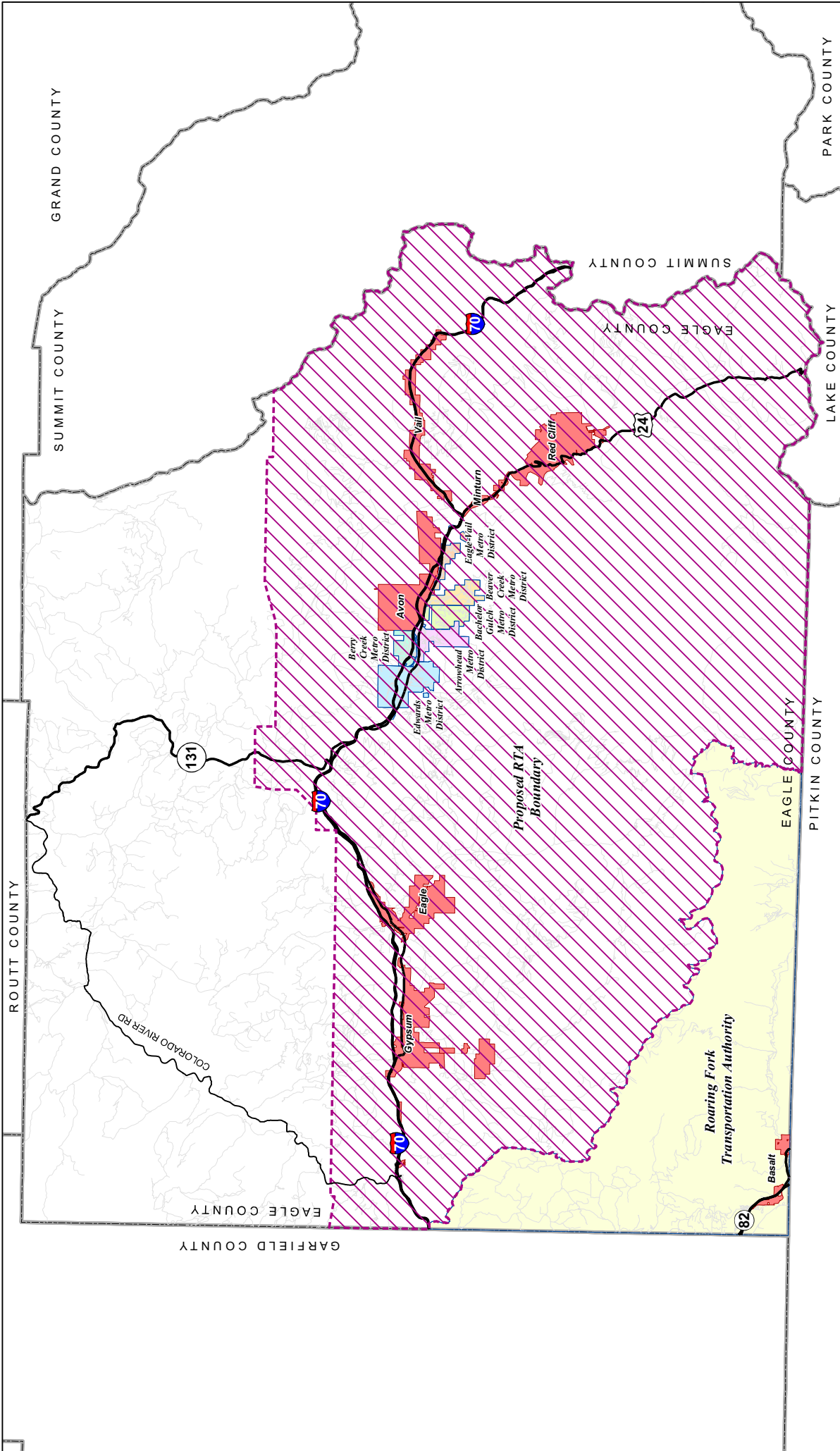
Name _____

Title _____

ATTEST

APPENDIX A-1

Authority Boundary Map



RTA Boundary as of March 14, 2022

- Proposed RTA Boundary
- Town Boundary
- County Boundary
- Street Centerline
- Major Highway
- Arrowhead Metropolitan District
- Bachelor Gulch Metropolitan District
- Beaver Creek Metropolitan District
- Berry Creek Metropolitan District
- Eagle-Vail Metropolitan District
- Edwards Metropolitan District
- Roaring Fork Transportation Authority



This map was created by the Eagle County GIS Department. Use of this map is provided as a public service. Eagle County does not warrant the accuracy of the data contained herein.

APPENDIX A-2

Authority Boundary Description

Exhibit A
to Notice of Formation of Regional Transportation Authority

Legal Description of RTA Boundaries

Beginning on the common township line for Township 3 South and Township 4 South, Range 80 West 6th Principal Meridian, point also being on the common boundary line of Eagle and Summit Counties, thence west along said township line to the NW corner of Section 6 Township 4 South Range 80 W. Thence north to the NE corner of Section 1 Township 4 South Range 81W. Thence west, conforming to the north boundary of Township 4, Ranges 81, 82 & 83 West to the SW corner of Section 36 Township 3 Range 83 West. Thence north to the NW corner of Section 36 Township 3 South Range 83 West. Thence west to the NW corner Section 33 Township 3 South Range 83 West. Thence south to SW corner of Section 33 Township 3 Range 83 West. Thence south to the SW corner of Section 4 Township 4 South Range 83 West. Thence southwesterly to the SW corner of Section 8 Township 4 South Range 83 West. Thence west to the NW corner Section 18 Township 4 South Range 83 West. Thence south to the SE corner of Section 13 Township 4 South Range 84 West. Thence west along the south lines of Sections 13, 14, 15, 16, 17 & 18 Township 4 South Range 84 West, the south lines of Sections 13, 14, 15, 16, 17 & 18 Township 4 South Range 85 West, and the south lines of Sections 13, 14, 15, 16, 17 & 18 Township 4 South Range 86 West to the SW corner Section 18 Township 4 South Range 86 West. Thence south to the NE corner of Section 24 Township 4 South Range 87 West. Thence westerly along the north boundary of Sections 24 and 23, Township 4 South Range 87 West to the common boundary line between Eagle and Garfield Counties. Thence southerly along the common boundary line between Eagle and Garfield Counties to the point of intersection of the western boundary of Eagle County and the northern boundary of the Roaring Fork Transportation Authority. Thence southeasterly following the northern boundary of the Roaring Fork Transportation Authority to the intersection of the Roaring Fork Transportation Authority and the southerly boundary of Eagle County. Thence easterly along the southern boundary of Eagle County to the point of intersection of the common boundary line of Eagle, Lake, and Summit Counties. Thence northerly along the eastern boundary of Eagle County to the point of origin.

APPENDIX B-1

Town of Avon Ballot Question

APPENDIX B-2

Beaver Creek Metropolitan District Ballot Question

APPENDIX B-3

Town of Eagle Ballot Question

APPENDIX B-4

Town of Gypsum Ballot Question

APPENDIX B-5

Town of Minturn Ballot Question

APPENDIX B-6

Town of Red Cliff Ballot Question

APPENDIX B-7

Town of Vail Ballot Question

APPENDIX B-8

Unincorporated Eagle County Question Ballot Question

APPENDIX C

Initial Service Goals

Eagle Valley Transportation Authority Regional Transportation Service Goals

The newly established Eagle Valley Transportation Authority, (“Authority”), shall use its best efforts to achieve the following:

1. Assume Responsibility for Existing ECO Transit Service

The Authority shall assume responsibility for existing transit service as currently provided by the Eagle County Regional Transportation Authority, (“ECO Transit”), as of January 1 of the year following RTA formation.

Within 12 months of RTA formation, the Authority shall develop and implement a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek, as a replacement for ECO’s existing Vail/Beaver Creek Express service.

2. Increase Service on Current ECO Routes

The Authority shall begin planning for one or more of the following enhancements, to be introduced as soon as equipment, staffing, and facilities allow:

- Increased capacity and/or service frequency on Highway 6.
- Increased all-day service frequency on Valley Route, including additional daily connections to Dotsero.
- Increased service to/from Leadville.

3. Develop and Implement New Transit Routes

The Authority shall develop and implement new transit service to meet needs identified during the RTA formation process, including but not limited to:

- 1) Eagle-Gypsum Circulator
Regular transit service connecting the Towns of Eagle and Gypsum that promotes increased circulation in/between these communities and provides efficient connection to other regional routes.
- 2) Limited Stop Express Service
Additional rush hour express service targeting peak workforce commute hours.

In addition, the Authority may explore the feasibility of offering additional regional transit services as needs are identified in future Transit Development plans.

4. Accelerate Conversion of Fleet and Facilities to Zero-Emission Operations

The Authority shall take the following steps toward zero-emission operations:

- 1) Conversion of ECO's existing Highway 6 bus service to a zero-emission platform, on a timeframe that evaluates available grant funds, anticipated increases in range and performance capacity of zero-emission buses, and allocation of available Authority funds to other expenditures which may increase ridership.
- 2) Development of zero-emission plans, timelines, and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation.

5. Invest in Transit-Related Facilities and Infrastructure

The Authority shall allocate a portion of available revenues to upgrade existing facilities to support planned service expansion. In addition, funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities.

6. Support Local Air Service

The Authority shall pledge funding in the minimum amount of \$1,200,000 dollars per year to support expanded year round air service for residents and visitors of Eagle County.

7. Regional Transportation System Planning

The Authority shall embark on a 5-year Transit Development Plan (TDP) as one of its first tasks upon formation. This plan should be completed within 12-18 months of the appointment of the initial Authority Executive Director.

APPENDIX D

[]

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[**Direct Mail to Glenwood Springs*](#)

DATE: April 15, 2022
TO: Minturn Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Ordinance 6 – Outdoor Watering Restrictions

Ordinance No. 6, Series 2022 effectively permanently codifies the Town Code’s existing emergency outdoor watering restrictions that Council can adopt by resolution in low water years. By codifying these restrictions, the Town is acknowledging that water availability is likely to continue to diminish and thus inefficient uses of water should be curtailed. Outdoor irrigation accounts for a significant amount of water use, and most of the water wasted and not reused. Local governments throughout the West are enacting similar permanent outdoor watering restrictions. These restrictions will apply equally to any outdoor water use, including washing cars, washing impervious surfaces, filling pools, and irrigation.

The ordinance’s restrictions are as follows:

- Odd and even numbered addresses alternate watering days.
- No outdoor irrigation between 10AM and 5PM.
- Swimming pools can only be filled once per year; hot tubs 4 four times per year.
- Watering and car washing should only occur with nozzled hoses.

The exceptions to these restrictions include:

- Allowing hand watering for annual and vegetable gardens on any day.
- Operating during the repair of irrigation systems on any day.

Some additional considerations for Council to discuss may be other exceptions and whether there should be a start and end date to these regulations.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 06 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,
COLORADO AMENDING CHAPTER 13, ARTICLE 2 OF
THE MINTURN MUNICIPAL CODE TO PROVIDE FOR
PERMANENT OUTDOOR WATER USE RESTRICTIONS
WITHIN THE TOWN.**

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

WHEREAS, Chapter 13, Article 2 of the Municipal Code governs the operation and use of the Town’s water utility; and

WHEREAS, the Town’s water availability and use as set forth within our various legal water rights is being impacted by decreasing annual stream flow and exacerbated by drought conditions; and

WHEREAS, nationwide, approximately 50% of residential water is used for outdoor landscape irrigation and approximately 50% of that amount is “wasted” through evaporation, wind, or runoff caused by inefficient irrigation methods and systems; and

WHEREAS, the Town desires that property owners and developers understand the impacts of low stream flow on the Town’s water availability and be required to take measures to conserve water; and

WHEREAS, Code Sec. 13-2-130 provides for certain emergency water restrictions that now appear necessary to adopt on a permanent basis; and

WHEREAS, the Minturn Town Council finds and believes that it is necessary and proper to amend the Minturn Municipal Code to provide for permanent outdoor watering restrictions within the Town.

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

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

SECTION 2. Section 13-2-130 of the Minturn Municipal Code is hereby amended as set forth below new text double underlined and deleted text in ~~striketrough~~. The Town’s codifier is authorized renumber and format the code in conformance with these amendments.

ARTICLE 2 – Water Service Applications and Connections

Sec. 13-2-130. Water use restrictions; emergency restrictions.

...

- (b) ~~The Town recognizes that certain conditions may exist when water supply is temporarily limited.~~
- (1) ~~If conditions so limit the water supply available to the Town's water system that unrestricted water use may endanger the adequacy of that supply, the Town Council, exercising its sole discretion in the protection of the public health, safety and welfare, may, by resolution, adopt the emergency water use restrictions in this Subsection and such other or additional regulations and restrictions as are reasonably calculated to conserve and protect the water supply and to ensure a regular flow of water through the system.~~
- (2) ~~Emergency water use regulations and restrictions shall remain in force and effect until the Town Council determines that the conditions requiring their imposition no longer exist.~~
- (3) ~~Subsequent to adoption by resolution of the Town Council and commencing June 1, and continuing through September 30, n~~No water shall be used for lawn irrigation or other purposes outside the water-using unit, including but not limited to outdoor landscape irrigation, washing vehicles, washing impervious outdoor surfaces, filling pools and other water features, except as follows:
- a. Water-using units with even-numbered addresses may use water for outdoor purposes irrigation water on Sundays, Wednesdays and Fridays.
 - b. Water-using units with odd-numbered addresses may use water for outdoor purposes irrigation water on Tuesdays, Thursdays and Saturdays.
 - c. Annuals and vegetables may be watered any day by means of a hand-held hose or low-volume non-spray irrigation.
 - d. No outside irrigation shall occur between the hours of 10:00 a.m. and 5:00 p.m.

- d. Swimming pools will be limited to one (1) filling per calendar year, unless draining for repairs is necessary. Hot tubs and jacuzzis will be limited to four fillings per calendar year.
- e. No irrigation shall be permitted at any time by use of free-running hose without nozzle or sprinkler.
- f. Washing of impervious surfaces on days not authorized by this section shall be allowed for the preservation of public health.
- g. Irrigation systems may be operated on days not authorized by this section during maintenance and repair of such system.
- h. At locations other than commercial car washes, residents may wash their personal vehicles using only a bucket or a hand-held hose equipped with an automatic shutoff nozzle.
- f. Nothing herein shall prevent the imposition of a total ban on outside water use in the event of an extreme emergency, nor to further create an exception to meet a specific water supply condition.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 20th DAY OF APRIL, 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 18TH DAY OF MAY, 2022 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 18TH DAY OF MAY, 2022.

TOWN OF MINTURN, COLORADO

Earle Bidez, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk



To: Mayor and Council
From: Madison Harris, Planner I
Date: April 14, 2022
Agenda Item: Res. 16 - 2022: Sun-Up Sealcoats LLC Conditional Use Permit

REQUEST:

Review and approval of Res. 16 - 2022.

INTRODUCTION:

Sun-Up Sealcoats LLC Conditional Use Permit

At their regular meeting of April 13, 2022, the Planning Commission reviewed the Conditional Use Permit (CUP) request for contractor storage on Union Pacific Railroad (UPRR) property.

The application is attached for reference.

No neighbors spoke at the public hearing where the Planning Commission discussed the CUP request although one person did submit a public comment before the meeting which is attached to the application in this packet.

The Planning Commission unanimously supported the proposed CUP as meeting the requirements of the MMC.

Ultimately, the Planning Commission voted 4-0 to recommend approval with conditions of the CUP. The conditions are the same twenty (20) that the other contractor storage CUPs have to abide by on UPRR property.

ANALYSIS:

In reviewing the application, the Planning Commission considered the criteria and findings required by the Minturn Municipal Code, as well as testimony of staff and the Applicant. No members of the public spoke at the DRB hearing, though one person submitted a written public comment before the meeting.

The proposal meets the requirements of Chapter 16.

COMMUNITY INPUT:

No members of the public spoke at the DRB hearing although one person did submit a public comment before the meeting which is attached to the application in this packet. Public notice was provided in accordance with the Minturn Municipal Code Sec 16-21-610.

BUDGET / STAFF IMPACT:

N/A.

STRATEGIC PLAN ALIGNMENT:

The Planning Commission’s review of proposed development projects and their actions to recommend approval with conditions of Sun-Up Sealcoats CUP application aligns with the following key strategies:

PRACTICE FAIR, TRANSPARENT AND COMMUNICATIVE LOCAL GOVERNMENT

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

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

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve the following resolution:

1. Res. 16 - 2022

ATTACHMENTS:

- Res. 16 - 2022
- Staff Report
- Public Comment Received
- Sun-Up Sealcoats LLC CUP Application

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 16 – SERIES 2022**

**A RESOLUTION APPROVING CONDITIONAL USE APPLICATION CU 01 – 2022
FOR SUN-UP SEALCOATS LLC, UPRR RAILROAD AVE, TOWN OF MINTURN**

WHEREAS, The Sun-Up Sealcoats LLC has submitted a land use application for a Conditional Use Permit (“CUP”) to allow for construction storage; and

WHEREAS, The of Minturn Town Council is commissioned with certain powers and duties contained in the Minturn Municipal Code Sec. 16-21-30; and

WHEREAS, public notice was given pursuant to Minturn Municipal Code Sec. 16-21-610; and

WHEREAS, on April 13, 2022 the Planning Commission held a public hearing on the application pursuant to Minturn Municipal Code Section 16-21-620 and approved the application as presented with conditions; and

WHEREAS, on April 20, 2022 the Town Council held a public hearing on the application pursuant to Minturn Municipal Code Section 16-21-620; and

WHEREAS, The Town Council may approve the application as submitted or may approve the application subject to such modifications or conditions as it deems necessary to accomplish the purpose of this Article, or the Town Council may deny the application including the following findings:

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

amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.

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

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

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

Section 1. That the application for a Conditional Use Permit for File No. CU 01 – 2022 be approved subject to the following conditions:

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

- b. The second violation will be fined \$250.
 - c. The third and subsequent violations will be fined \$500.
7. Each CUP will be subject to annual review by the Town staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town staff shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:
- a. Any violations or other incidences requiring staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within 30 days of notice being sent to the CUP holder.
 - b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the lease/CUP area.
 - c. Any changes in i) Lessee/Sub-Lessee; and, ii) uses within CUP area.
 - d. At staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (Jan 1 to Dec 31).
8. Lessees are required to meet with the Town Council every three (3) years for CUP review. The review shall include but not be limited to inspections by Town staff and the following reporting:
- a. Report from Code Compliance Office
 - b. Report from Planning Department
9. Hours of operation: 7 days a week. 7:00 a.m. to 7:00 p.m.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses and occupancy associated with activities approved for each individual CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. All leased areas associated with the CUP must be fenced and screened (green mesh screening materials) along the perimeter of leased property.
13. Supplies, parking, vehicles, truck containers, and equipment within fenced area or designated leased area only
14. Proper fuel containment / inspected by Eagle River Fire Protection District for small volume (less than 100 gallons) in OSHA approved containers.
15. All overnight parking must be done within the fenced yard and/or building(s) associated with the approved CUP.

16. Any chemical storage will require material safety data sheets. No chemical storage within 30' live stream setback areas along the Eagle River and/or Game Creek.
17. Emergency access of 20' through the Union Pacific railyard and at both access gates shall be maintained.
18. Off-season use will require site storage of snow and keeping emergency access cleared.
 - a. Maintain proper snow storage or sufficient snow removal
19. Conditional use granted as long as the applicant complies with the conditions and has a valid lease agreement with the owner of the property.
20. Town staff inspects the site for compliance at any time.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 20TH day of April, 2021.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

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



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

Planning Commission Public Hearing

Sun-Up Sealcoats

Conditional Use Permit for Contractor Storage

Hearing Date:	April 13, 2022
File Name and Process:	Sun-Up Sealcoat Conditional Use Permit
Owner/Applicant:	Union Pacific Railroad / Ben Barron, Sun-Up Sealcoats
Representative:	Ben Barron
Legal Description:	N/A
Zoning:	Game Creek Character Area PUD Holding Zone
Staff:	Scot Hunn, Planning Director Madison Harris, Planner I
Recommendation:	Approval, with Conditions

Staff Report

I. Summary of Request:

The Applicant, Ben Barron, of Sun-Up Sealcoats requests review of a new Conditional Use Permit for leased portions of the Union Pacific Railroad (UP) property to allow for contractor storage and contractor parking generally located approximately .4 miles north of the Turntable Restaurant, east of the Meadow Mountain Business Park and the Eagle River, and just west of the rail line.

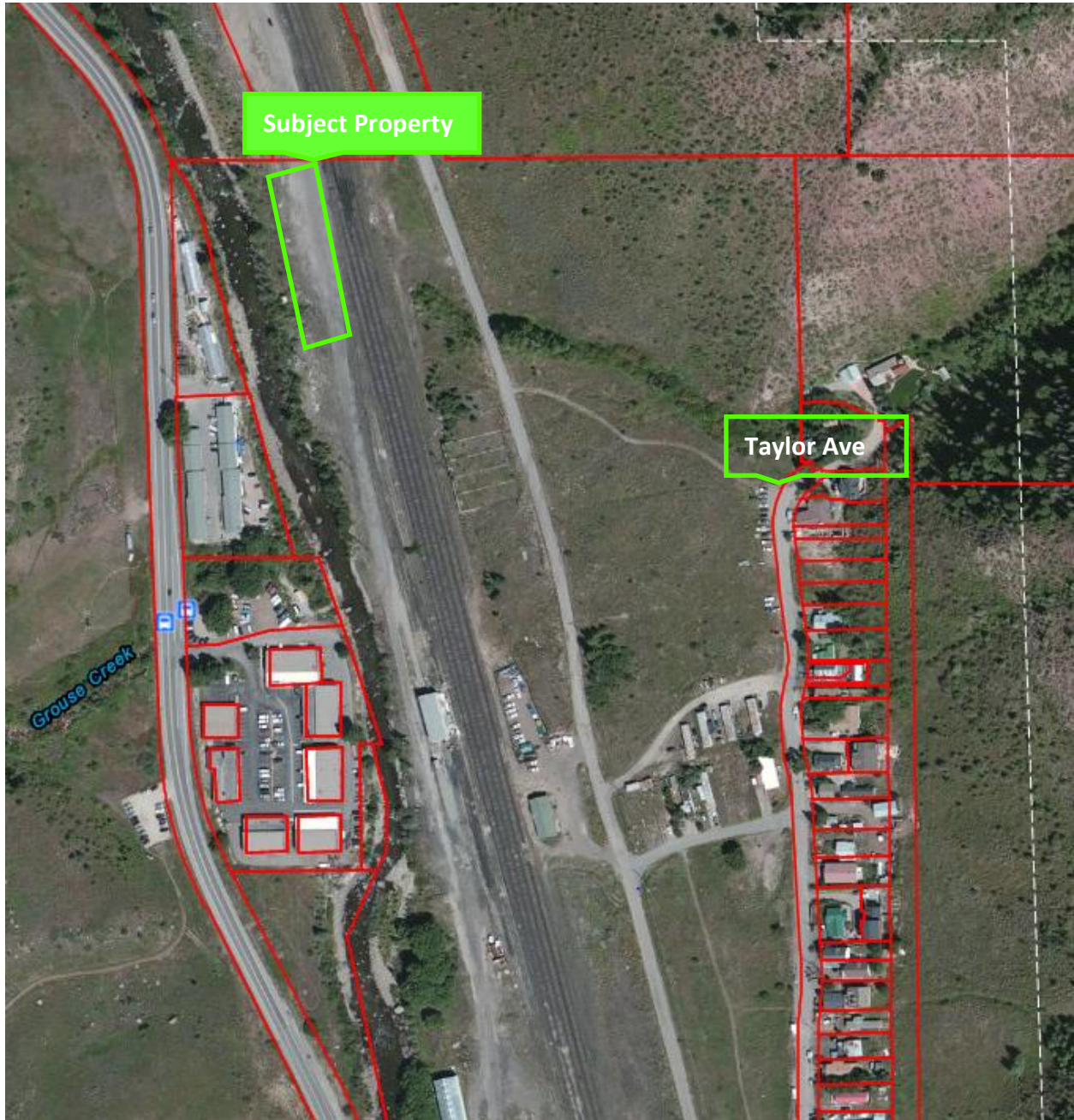


Figure 1: Vicinity Map

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

1. Contractor storage for equipment, trucks, trailers, and two 20 x 10 storage containers associated with the Applicant's business, Sun-Up Sealcoats.



Figure 2: Lease Area Boundary

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

“Sun-Up Sealcoats LLC is a local company that started in 2018. Originally located in Avon, Colorado, and services all of Eagle County for asphalt maintenance. Current market conditions have forced Sun-Up Sealcoats LLC to move storage from Avon to the prospective site in Minturn. Operations of the business consist of preserving and maintaining asphalt surfaces. This is obtained using small, machined equipment, trucks, and trailers. Additionally, two storage containers withhold small equipment and various tools. No commercial trucks are currently being used for Sun-Up Sealcoats LLC operations.”

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

II. Summary of Process and Code Requirements:

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

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

(e) Conditions and procedure of issuance.

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

(d) Administrative procedure.

- (1) *Upon receipt of a completed and proper application, the Planning Director shall set a public hearing for the Planning Commission and give public notice as required by this Chapter.*
- (2) *Criteria; findings. Before acting on a conditional use permit application, the Planning Commission and Town Council shall consider the following factors with respect to the proposed use:*
 - a. *The relationship and impact of the use on the community development objectives of the Town.*
 - b. *The effect of the use on distribution of population, transportation, utilities, schools, parks and recreational facilities and other public facilities and public facility needs.*
 - c. *The effect upon traffic, with particular reference to congestion, automotive and pedestrian safety, traffic flow and control, access, maneuverability and snow removal.*
 - d. *The effect upon the character of the area in which the proposed use is to be located, including the scale and bulk of the proposed use in relation to surrounding uses, the amount of noise, lighting and glare, dust and compatibility of the use with the Character Area it is in and surrounding areas.*
 - e. *Necessary findings. The Planning Commission and Town Council shall make the following findings before making a recommendation or decision that a conditional use permit be granted:*
 1. *That the proposed location of the use is in accordance with the purposes of this Chapter, the Community Plan and the purposes of the zone in which the site is located.*
 2. *That the proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.*

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

III. Background:

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

There are currently 5 CUPs approved for several business entities operating within the UP property. Conditional Use Permits for contractor storage on UP property have historically been approved with the following conditions or standards:

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

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

Staff is recommending that all of the above conditions would apply to this CUP request.

IV. Zoning Analysis:

Zoning

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

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

The Game Creek Character Area is visually prominent from the north entryway into the Town. The area is predominantly devoted to railroad use and will require a comprehensive planning effort prior to redevelopment. In addition to the rail yard, the area contains the Taylor Avenue neighborhood, some commercial uses and a community parking lot. The area is bisected by the railroad right-of-way, which is

intended to remain as a continuous transportation corridor. Most of the area lacks adequate street rights-of-way and utilities. The Community Plan has identified this area as an appropriate area for extension of the Old Town commercial core, mixed-use and residential development; however, high impact industrial uses are discouraged. Enhancement of the Eagle River corridor is a community priority.

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

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

- (a) *This area is currently owned by the Union Pacific Railroad; however, trains are no longer utilizing the corridor or the rail yard. **The historic industrial zoning is no longer appropriate due to the probable abandonment of the rail line and potential conflict with future commercial and residential development.** Redevelopment of this area will have a significant impact on the future character and size of the Town.*
- (b) *It is an objective of the Town to plan and redevelop the rail yard as a master planned development that is compatible with the existing Town character. Future development and land use decisions for this area need to incorporate community input and involve an open public process. The PUD Holding Zone and the PUD review process will provide for the flexibility, innovation and public input necessary to achieve the goals and objectives of the Community Plan and this Chapter. This area has been identified in the Community Plan as an area suitable for expansion of Old Town and as a "potential Town Center" site. Development in this area needs to incorporate appropriate residential and low-impact land uses along Taylor Avenue to minimize impacts to the existing neighborhood. The rail corridor should be maintained and improved access to and across the Eagle River should be incorporated into proposed development plans.*
- (c) *PUD or special review required: Planned Unit Development master development plan for the PUD Holding Zone is the preferred review process for future development of the Game Creek Holding Zone. **If circumstances arise that do not provide for the submittal of a PUD master development plan for the entire Game Creek PUD Holding Zone, the owners may apply to the Town for a Planned Unit Development on a portion of the property or may apply for a special review use permit for consideration of a temporary use.***

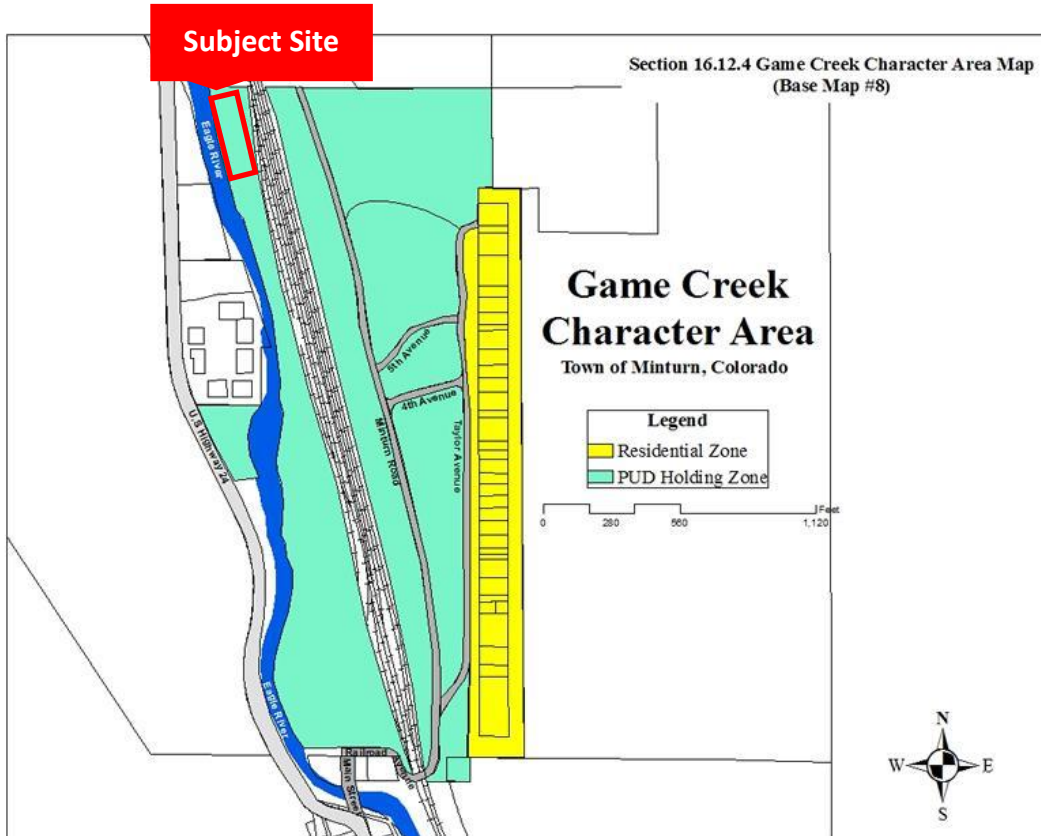


Figure 3: Game Creek Character Area Zoning Map

Dimensional Limitations and Development Standards

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

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

c. Screening

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

“The screening may occur with landscaping, compliant with Sections 16-16-140, 16-16-150 and 16-16-160, or these uses may be screened with fencing or by containing the uses within a structure or parapet walls. Fences shall not exceed 3-feet in height for opaque fences and 4 feet in height for fences which you can see through. Higher fences may be used to screen the sides and rear of the lot but should not exceed 6 feet

in height. In no case shall a fence or screening structure obstruct a driver's view of an intersection.”

V. Issues and Discussion Topics:

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

VI. Staff Findings and Analysis:

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

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

Staff Response:

Under “Community Character / Urban Design” of the 2009 Community Plan (the Town’s comprehensive plan), strategy number CCS 1.8 states – “*Enforce ordinances aimed at maintaining the health, safety, welfare and aesthetic of the town – snow, trash, nuisance abatement and zoning/land use.*”

Under “Economy” of the 2009 Plan, the Economy vision statement states, in part, that “*A diverse mix of businesses catering to the local community and tourist are necessary for a stable, year-round economy. Special efforts should be made to promote the existing businesses in town and to also facilitate new business development.*”

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

In accordance with the terms of CUP approvals for the contractor storage uses on UP property, and in response to previous code enforcement issues, the Town conducts annual reviews of each existing CUP.

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

Staff Response:

The requested storage uses within the lease boundaries will likely have minimal material impact or effect on the distribution of population, transportation, utilities, schools, parks and

recreational facilities and other public facilities and/or needs so long as the conditions of the CUP are adhered to and enforced.

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

Staff Response:

Use of the proposed lease area for contractor storage will likely not result in a material increase in local traffic, congestion, pedestrian safety, traffic flow and control, access, maneuverability and snow removal in the immediate vicinity of the subject property.

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

Staff Response:

Staff believes that the main factor impacting the character of the surrounding area or, importantly, the compatibility of the use within the Game Creek Character Area is the visual or aesthetic quality of the lease area. The Applicant has stated that his intent is to utilize the fenced and screened area for storage of materials and equipment. No additional site (exterior) lighting is proposed with this CUP request and staff does not anticipate that the use of the lease area will generate noise, glare, or dust on a scale or frequency that will create external impacts to neighboring properties.

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

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

Staff Response:

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

“The Game Creek Character Area is visually prominent from the north entryway into the Town. The area is predominantly devoted to railroad use and will require a comprehensive planning effort prior to redevelopment. In addition to the rail yard, the area contains the Taylor Avenue neighborhood, some commercial uses and a community parking lot. The area is bisected by the railroad right-of-way, which is intended to remain as a continuous transportation corridor. Most of the area lacks adequate street rights-of-way and utilities. The Community Plan has identified this area as an appropriate

area for extension of the Old Town commercial core, mixed-use and residential development; however, high impact industrial uses are discouraged. Enhancement of the Eagle River corridor is a community priority.”

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

The continued leasing of UP lands in the Game Creek Character Area for temporary light-industrial and storage uses appears contrary to the above statement from the Minturn Municipal Code. Yet, a primary purpose of the Conditional Use Permit review - the Town's primary zoning and code enforcement tool to control uses on private property - is to ensure that permitted uses are, in effect, temporary and inspected on a regular basis for compliance; that, any such approval granted by the Town is valid so long as the terms and conditions are adhered to which has been an issue with existing contractor storage CUPs in recent months requiring more staff time than originally anticipated.

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

Staff Response:

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

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

Staff Response:

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

VII. Staff Recommendation: Approval with Conditions

Staff suggests the proposed Conditional Use Permit for Contractor Storage for Sun-Up Sealcoats, as conditioned, will conform with the Town's community plan as well as the applicable provisions and requirements of Chapter 16 - Zoning.

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

1. No vehicle shall exceed 40'2" in length. This restriction does not apply to storage containers that may be used for storage of materials and equipment associated with or incidental to the business operations approved under this CUP. Such container(s) must be maintained in an orderly manner; must be contained and screened to the greatest extent possible with fencing and green mesh screening materials; and, shall not be stacked.

2. No storage of campers, pop-ups, conversion vans, camper trailers, or similar camping related vehicles is permitted. Storage of snowmobiles, A TV's, dirt bikes, and other personal recreational vehicles is permitted.
3. No inoperable or unlicensed vehicles are to be kept on the property for longer than five (5) days. (Pursuant to Section 7-2-70 Minturn Municipal Code).
4. Leased lots associated with the CUP are to be maintained in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended. (Pursuant to Section 7-4-50 Minturn Municipal Code).
5. CUP holders are to maintain and conduct business within the lease areas associated with the approved and valid CUP only.
6. Violations. The following schedule of fines for violations not remedied within 30 days:
 - a. The first violation will be fined \$100.
 - b. The second violation will be fined \$250.
 - c. The third and subsequent violations will be fined \$500.
7. Each CUP will be subject to annual review by the Town staff with regard to compliance with the terms of use and conditions of approval associated with the CUP. The Town staff shall provide a report to the Town Council following such annual review. The report shall, in a general manner, provide updates on the following:
 - a. Any violations or other incidences requiring staff response and Town resources out of the ordinary course of Town business and services. A violation will only be counted if the infraction has not been corrected within 30 days of notice being sent to the CUP holder.
 - b. Compliance with the overall terms of use permitted by the CUP as well as observations regarding the condition of the lease/CUP area.
 - c. Any changes in i) Lessee/Sub-Lessee; and, ii) uses within CUP area.
 - d. At staff's discretion, a recommendation may be made to Council to revoke the CUP having accumulated three violations in a calendar year (Jan 1 to Dec 31).
8. Lessees are required to meet with the Town Council every three (3) years for CUP review. The review shall include but not be limited to inspections by Town staff and the following reporting:
 - a. Report from Code Compliance Office
 - b. Report from Planning Department
9. Hours of operation: 7 days a week. 7:00 a.m. to 7:00 p.m.
10. Uses must be in compliance with the applicable laws, including Minturn Municipal Code, state and federal law. A violation of any law within the permitted premises shall be considered a violation of the CUP.
11. All uses and occupancy associated with activities approved for each individual CUP shall adhere at all times with the noise and vibration standards of the Town (pursuant to Section 16-18-30, Minturn Municipal Code).
12. All leased areas associated with the CUP must be fenced and screened (green mesh screening materials) along the perimeter of leased property.
13. Supplies, parking, vehicles, truck containers, and equipment within fenced area or designated leased area only
14. Proper fuel containment I inspected by Eagle River Fire Protection District for small volume (less than 100 gallons) in OSHA approved containers.

15. All overnight parking must be done within the fenced yard and/or building(s) associated with the approved CUP.
16. Any chemical storage will require material safety data sheets. No chemical storage within 30' live stream setback areas along the Eagle River and/or Game Creek.
17. Emergency access of 20' through the Union Pacific rail yard and at both access gates shall be maintained.
18. Off-season use will require site storage of snow and keeping emergency access cleared.
 - a. Maintain proper snow storage or sufficient snow removal
19. Conditional use granted as long as the applicant complies with the conditions and has a valid lease agreement with the owner of the property.
20. Town staff inspects the site for compliance at any time.

Madison Harris

From: Chris Rieder <crieder588@gmail.com>
Sent: Sunday, April 10, 2022 8:20 PM
To: Madison Harris
Cc: helen rieder
Subject: Conditional Use Permit-Sun Up Sealcoat (public comment)

Minturn Town Council Members and Planning Commission,

I apologize for not being able to make the Planning Commission or Town Council Meeting in person, however have family commitments both of the next couple scheduled meetings.

I am writing to express serious concerns and a consideration of denial for the newest Conditional Use Permit Application from Sun Up Seal Coat. Though I respect the difficulty in running a small business and try to support local businesses, this is not an acceptable location for the proposed use. I am a resident of Taylor Street and well aware of the impact that these CUPs have on our area. My concerns lie in several areas related to the Minturn Municipal Code regarding Conditional Use (Section 16-21-120 a, c, & d); the environmental impact, the safety concerns, and alignment with town development plan and objectives. For ease of reading I will go in order of the code section, however it does not reflect the importance or priority of issues in my mind.

A. The relationship and impact of the use on the community development objectives of the Town.

In the staff's reply to this condition, they state that (paraphrasing) that this area is highly visible upon entry to the town from the north and industrial use is discouraged. We have a number of companies using the railroad property for their home base via conditional use permits. These are all located next to already existing rail road buildings and do not extend the footprint of the existing development. As they stand, they already create a negative aesthetic filled with construction equipment, storage of vehicles and toys, and a mess of fences with the screening material ripped apart by the wind. My biggest question is how this expansion fits with the community development objectives, because in my opinion it simply adds another eye sore further into the stretch of undeveloped property that one bank of the Eagle River flows through.

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

As a father who walks his children to the school bus stop every day, we have spoken about the dangerousness of the Minturn Saloon and Bellum Bridge area too frequently for this to be ignored. Even a dozen extra trucks and all the employees leaving and entering the area each day, would create a increase in safety issues coming out of the 'S-curve'. That section of our town sees far too much traffic already for the infrastructure that exists and this would increase the traffic and therefore safety issues at prime usage times of the day. The dirt road down to the proposed lease area is not in good condition and sees more traffic than appropriate at this point already.

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

This proposed lease, as already stated is a decent bit north of the already developed and preexisting CUPs. It represents a big change in the scale and bulk of use as currently there is no development in that area. The environmental impacts are a serious concern. I worry about having a bunch of asphalt and sealant crossing Game Creek and being stored on the banks of the Eagle River. The chemicals and products needed to seal driveways will

undoubtedly spill, leak, or drip off of the equipment used to apply the sealants. This stretch of the Eagle is just really recovering from the tragic impact that Gilman and it's aftermath. I also worry about wildlife passage to drinking water. This area between Minturn and I-70 is a very active wildlife thoroughfare. Deer, elk, moose, bear, foxes, coyotes, maybe a mountain lion from time to time, and all sorts of other wildlife get their water from Game Creek and the Eagle, and this is unnecessary expansion of human footprint will negatively impact their ability to cross down to the river each night. This stretch of property also sees a very high level of human traffic. Whether biking, walking the dog, fishing, or simply looking for some time by the river; residents of Minturn and visitors use this area very frequently year round. The increased industrial use will surely negatively impact those who utilize this undeveloped stretch of riverside.

Bottom line, this proposal seems entirely unnecessary and could lead to some very negative impacts on the environment, residents, visitors, and the town itself. I feel for this locally owned business when they say that the 'current market rate' has made their space in Avon too expensive; but Minturn shouldn't give a way an undeveloped space of its town for a lower rate. People can't afford to rent homes, let alone buy them, and businesses are feeling the crunch too. The difference is that this business could raise its cost to cover market rates, while individuals cannot. Do what is right for the environment, the people, and the long term development objectives of this town and consider denying this proposal. It is not like the other already existing CUPs in the area and represents a very bad precedent of unnecessary expansion down the Eagle River corridor.

Chris Rieder
332 Taylor St
Minturn, CO 81645

970.988.1187

Sent from my iPhone



CONDITIONAL USE PERMIT APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT

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

Phone: 970-827-5645 Email: planner@minturn.org

Project Name:

--

Project Location

Street Address:

--

Legal Description (Lot, Block, Subdivision):

Parcel Number(s):

--

--

Application Request:

--

Applicant:

Name:

--

Mailing Address:

--

Phone:

Email:

--

--

Property Owner:

Name:

--

Mailing Address:

--

Phone:

Email:

--

--

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
# of Stories:	Snow storage sq ft:	Building Footprint sq ft:	Total sq ft Impervious Surface:

Signature:

--

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

Fee Paid: _____ Date Received: _____ Planner: _____

CONDITIONAL USE PERMIT APPLICATION

SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant **Staff**

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

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

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

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

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

 Site Plan showing Precise Nature of the Proposed Use

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

 Elements needed on the Site Plan

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

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

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

THIS LEASE (“Lease”) is entered into on _____, 2022, between **UNION PACIFIC RAILROAD COMPANY** (“Lessor”) and **SUN-UP SEALCOATS, LLC**, a Colorado Limited Liability company, whose address is PO Box 1267, Vail, Colorado 81658 (“Lessee”).

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises (“Premises”) at Minturn, Colorado, shown on the print dated February 28, 2022, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for storage of non-hazardous materials, landscape equipment and trailers, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence June 10, 2022, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. _____

_____.

B. Not more than once every three (3) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 03212-92.

Article 5. GUARANTOR LIABILITY.

In order to induce Lessor to enter into the above Lease with **SUN-UP SEALCOATS LLC** (Lessee), Benjamin Barron (Guarantor) unconditionally and absolutely guarantees to perform all of the obligations of Lessee under the Lease to the same extent as if both Lessee and Guarantor had been named in the Lease as tenants with joint and several liability for the performance of all of the Lessee's covenants and conditions contained in the Lease. Guarantor waives any legal obligation of Lessor to proceed first against Lessee or to exhaust any remedy Lessor may have against Lessee. All notices given to Lessee under the Lease will be deemed to have been given to Guarantor. Any modification, amendment, waiver, change or extension of any of the terms, covenants, or conditions of the Lease which Lessee and Lessor may hereafter make (including, without limitation, any extension or renewal of the term of the Lease) will not in any way impair or discharge Guarantor's liability to Lessor, regardless of whether Guarantor has notice or knowledge thereof.

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

Lessor:
UNION PACIFIC RAILROAD COMPANY

Lessee:
SUN-UP SEALCOATS LLC

By: _____
General Director - Real Estate

By: _____




Guarantor:
BENJAMIN BARRON

By: _____



LEASE AREA: 30,000 SQ.FT. / 0.69 AC. +/-
NON-EXCLUSIVE ROADWAY: 56,961 SQ.FT. / 1.53 AC. +/-
TOTAL AREA: 86,961 SQ.FT. / 2.00 AC. +/-

LEGEND:

LEASE AREA.....	
NON-EXCLUSIVE ROADWAY.....	
UPRRCO. R/W OUTLINED.....	

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
 EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
 MINTURN, EAGLE COUNTY, CO
 M.P. 302 - TENNESSEE PASS

CADD FILENAME	0321292
SCAN FILENAME	AERIAL PRINT

DRG/CO/V-7A/23
 SCALE: 1" = 200'
 OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 2-28-2022
 DSK FILE: 3212-92 **96**

**EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)**

Section 1. IMPROVEMENTS.

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

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

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

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

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

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

Section 3. PAYMENT OF RENT.

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

Section 4. TAXES AND ASSESSMENTS.

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

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

Section 5. WATER RIGHTS.

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

Section 6. CARE AND USE OF PREMISES.

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

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

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

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

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

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

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

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

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to

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

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

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

Section 8. UTILITIES.

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

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

Section 9. LIENS.

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

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

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

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

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

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

Section 11. AS-IS.

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

Section 12. RELEASE AND INDEMNITY.

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

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

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

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

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

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

Section 14. LESSOR'S REMEDIES.

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

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

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

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

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

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

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

Section 19. CONDEMNATION.

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

Section 20. ATTORNEY'S FEES.

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

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under

federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

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

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

Section 23. WATER WELL(S).

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

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Requirements

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

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

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

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

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

Conditional Use Permit- Supporting Information
Sun-Up Storage Yard
Minturn, Colorado
03-15-2022

Letter of Intent-

Background- Sun-Up Sealcoats LLC is seeking land opportunity through the Union Pacific Railroad Company to lease approx. 30,000 sqft of unimproved land. This lot sits at the location of M.P. 302 along the westside of the railroad. The land has been approved for lease under the control of the Union Pacific representative by the name of Joe Gates. The lot has not been accessed or modified by Sun-Up Sealcoats or any other name. Non-Exclusive roadways to and from the lot cover approx. 59,961 sqft located along the westside of the railroad tracks.

Sun-Up Sealcoats LLC is a local company that started in 2018. Originally located in Avon, Colorado, and services all of Eagle County for asphalt maintenance. Current market conditions have forced Sun-Up Sealcoats LLC to move storage from Avon to the prospective site in Minturn. Operations of the business consist of preserving and maintaining asphalt surfaces. This is obtained using small, machined equipment, trucks, and trailers. Additionally, two storage containers withhold small equipment and various tools. No commercial trucks are currently being used for Sun-Up Sealcoats LLC operations.

Current Status of the Site-

M.P. 302 is designated by Union Pacific Railroad Company as unimproved land.

All Proposed Uses and Structures-

Proposed uses of site include contractor storage for equipment, trucks, trailers, and two 20x10 storage containers. Currently there are no proposed permanent structures.

How the proposal differs from what already exists-

Currently M.P. 302 does not contain or provide occupancy for any other lease holder. Prior condition of the lot has been defined as unimproved by Union Pacific Railroad Company. Proposal of the lot will allow for occupancy of M.P 302 for contractor storage.

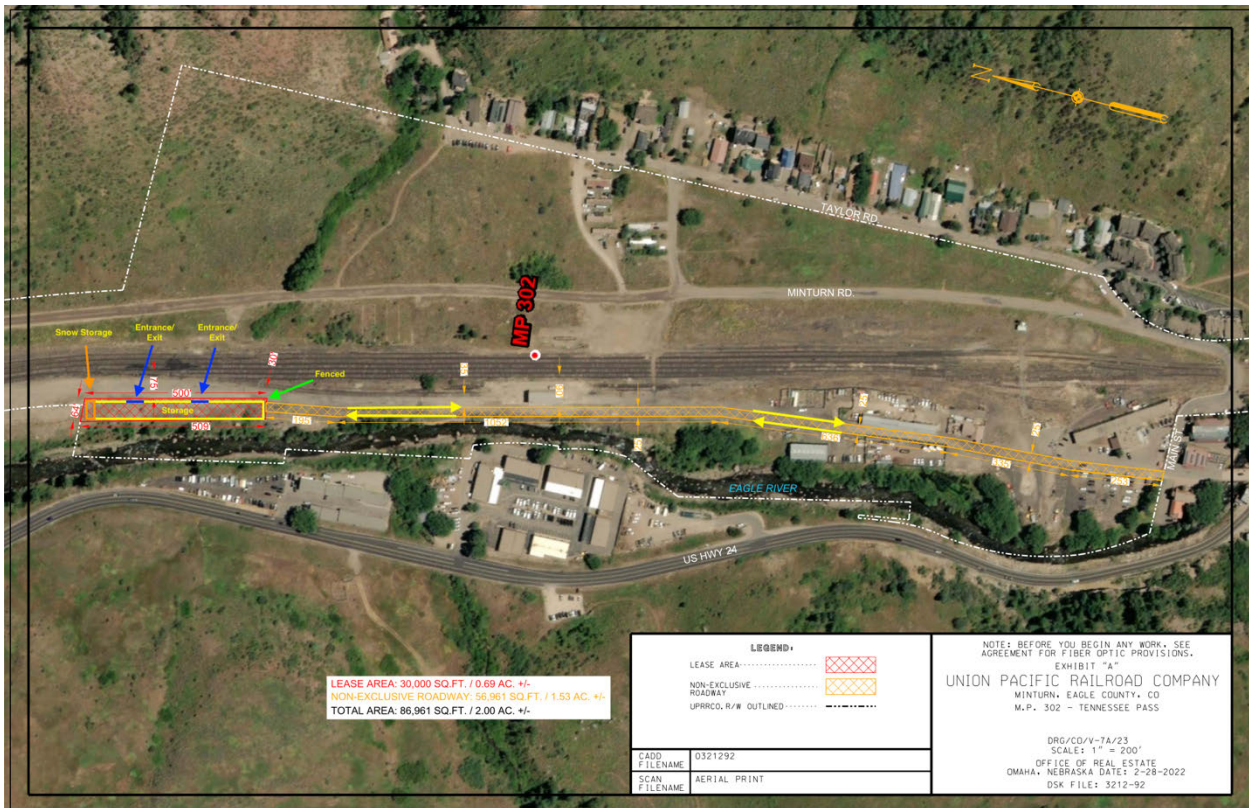
Information regarding Easements or Dedicated Tracts etc.-

Non-Exclusive Roadways consists of one 59,951 sqft lot that is located along the westside of the pre-existing railroad tracks.

Vicinity Map-



Site Plan-



Description of precise nature, operating characteristics, and measures proposed to make the use compatible with other properties-

The precise nature of the site is designed to enable the use of 30,000 sqft of Union Pacific Railroad Company land as contractor storage. No hazardous material is set to be stored on the site. Physical items will consist of trucks, trailers, two storage container units, and equipment. The lot is designed to be fenced with 6 foot chain-link accompanied by two gates, and green meshing. The area will allow for pedestrian traffic within the Non-Exclusive roadway boundaries as located on the site plan. Snow storage is anticipated to be held on the northern most portion of the proposed area. Operating characteristics fall under the permissible regulations stated by the Town of Minturn and under the proposed conditional use permit. Appearance is set to be maintained annually and accordingly with neighboring lots.

Madison Harris

From: Ben Barron <services@sunupsealcoats.com>
Sent: Tuesday, March 22, 2022 1:20 PM
To: Madison Harris
Subject: Re: CUP- UPRR Ben Barron Electronic Application

Good Afternoon,

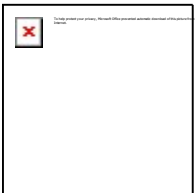
1. As for pictures, there is a few feet of snow out there but I can still try to get some.
2. The site plan and vicinity map are the boundaries from the lease agreement. Do you need the whole lease agreement and if so why? I am happy to send as much information as Union Pacific will let me.
3. Photos of the equipment can be sent, but will I have to do that for every piece of equipment in the future?
4. The list of what is intended to be stored on site is below
 - 18ft Dual axle asphalt tank trailer
 - 15ft Single axle asphalt tank trailer
 - 6x10 Enclosed single axle cargo trailer
 - 16x8 Enclosed dual axle cargo trailer
 - 2017 Dodge Ram 5500
 - 2017 Chevrolet 2500
 - 2018 Ford F-350
 - 2 20x10 Storage containers (small equipment and hand tool storage)
 - Eventually a Bobcat Toolcat 5600 with plow and snow blower attachment
 - Soon a 16x8 dual axle dump trailer
 - Soon a 500 gallon poly water tank

Thank you for getting back to me on this. The photos will be sent later this afternoon.

Best,

Ben Barron

Owner



[Sun-Up Sealcoats LLC](#)

Po Box 1267

Vail, CO 81658

Phone (970)-376-7621

Email benbarron16@gmail.com









Town of Minturn
Town Cash Flow 2022 YTD Overview
As of 03/31/22

Item	General Fund - 01	Water/Sewer Fund - 02	Lottery Fund - 03	Building Fund - 04	Market Fund - 05	Capital Fund - 06	GID Fund - 07	SCHOLAR Fund - 08	BMR Fund - 09	Totals
Revenue	478,693.67	233,092.21	3,566.30	19,903.84	13,100.00	1,240.82	0.00	0.00	36.70	749,633.54
Battle Mtn Dev Revenue - Pass Through							0.00	0.00	0.00	0.00
Battle Mtn Dev Revenue - Scholarship Endowment										0.00
Battle Mtn Dev Revenue - Little Beach Park	0.00									0.00
Net Revenue	478,693.67	233,092.21	3,566.30	19,903.84	13,100.00	1,240.82	0.00	0.00	36.70	749,633.54
Expenses	512,847.70	226,672.65	0.00	0.00	416.38	0.00		0.00		739,936.73
Debt Service		0.00								0.00
Battle Mtn Dev	0.00	0.00					0.00	0.00	0.00	0.00
Net Expenses	512,847.70	226,672.65	0.00	0.00	416.38	0.00	0.00	0.00	0.00	739,936.73
Net Income (Receipts) before transfers	-34,154.03	6,419.56	3,566.30	19,903.84	12,683.62	1,240.82	0.00	0.00	36.70	9,696.81
Transfers IN (Revenue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers Out (Expenses)	0.00	0.00		0.00					0.00	0.00
Net Due To/From Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Receipts after transfers	-34,154.03	6,419.56	3,566.30	19,903.84	12,683.62	1,240.82	0.00	0.00	36.70	9,696.81
Beginning Cash Balance - January 2022 (EST)	2,231,360.47	1,302,589.14	48,800.00	11,714.94	25,238.09	572,385.31	2,959.00	348,639.50	105,198.89	4,648,885.34
Transfers to Depreciation-Est										0.00
Ending Cash Balance	2,197,206.44	1,309,008.70	52,366.30	31,618.78	37,921.71	573,626.13	2,959.00	348,639.50	105,235.59	4,658,582.15
Restricted Cash -										
TABOR (3% of non-enterprise expenses)	66,432.46				0.00	0.00	0.00			
Restricted by TABOR-Real Estate Trans (1)	0.00									
6 Mo Reserve Target (50% of Net Exp less Grant)	1,107,207.65									
Restricted for Capital Imp Plan (2)	500,000.00	250,000.00								
Restricted for Exterior Energy Offset	10,752.00									
Restricted for Parks						258,747.45				
Restricted for Capital Imp (Const Use Tax)						314,878.68				
Restricted for Scholarships								348,639.50		
Restricted for GID							2,959.00			
Restricted for BMR and Escrow									105,235.59	
Restricted-Cash In Lieu of Water Fee		69,658.00								
Restricted-System Improvement Fee		118,717.37								
Restricted for Infrastructure		890,832.97								
Total Restricted Revenue	1,684,392.11	1,329,208.34	0.00	0.00	0.00	573,626.13	2,959.00	348,639.50	105,235.59	4,044,060.67
Cash Available after Restricted	512,814.33	-20,199.64	52,366.30	31,618.78	37,921.71	0.00	0.00	0.00	0.00	614,521.48

(1) Real Estate Transfer Tax Reserve = Transfer Tax Receipts - Streets/Sidewalks (01-06-5352) - Allowable Misc also see MMC 4-3-40

(2) Added \$250k on 12/31/21 in GF; did not in EF

Town of Minturn
Town Cash Flow 2022 YTD Overview - By Department
As of 03/31/22 Month End

Item	General Fund	Water/Sewer Fund	Lottery Fund	Building Fund	Market Fund	Capital Fund	GID Fund	Scholar Fund	BMR Fund	Totals
Revenue	478,693.67	233,092.21	3,566.30	19,903.84	13,100.00	1,240.82	0.00	0.00	36.70	749,633.54
Battle Mtn Dev Revenue	0.00	0.00					0.00			0.00
Battle Mtn Dev Revenue - Scholarship Endowment								0.00		0.00
Battle Mtn Dev Revenue - Little Beach Park										0.00
Net Revenue	478,693.67	233,092.21	3,566.30	19,903.84	13,100.00	1,240.82	0.00	0.00	36.70	749,633.54
Expenses										
Council	6,801.91									6,801.91
Gen Gov't	229,263.20			0.00						229,263.20
Planning	63,760.47									63,760.47
Battle Mtn Dev	0.00	0.00				0.00	0.00		0.00	0.00
Police and Court	100,416.99									100,416.99
Econ Dev	34,234.64									34,234.64
Public Works	73,370.46	201,939.40				0.00				275,309.86
Grants & Debt Service	5,000.00	24,733.25		0.00						29,733.25
Misc	0.00	0.00	0.00	0.00	416.38	0.00	0.00	0.00		416.38
Net Expenses	512,847.67	226,672.65	0.00	0.00	416.38	0.00	0.00	0.00	0.00	739,936.70
Net Income (Receipts) before transfers	-34,154.00	6,419.56	3,566.30	19,903.84	12,683.62	1,240.82	0.00	0.00	36.70	9,696.84
Transfers IN (Revenue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers Out (Expenses)	0.00	0.00		0.00					0.00	0.00
Net Due To/From Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Receipts after transfers	-34,154.00	6,419.56	3,566.30	19,903.84	12,683.62	1,240.82	0.00	0.00	36.70	9,696.84
Beginning Cash Balance - Jan 2022(EST)	2,231,360.47	1,302,589.14	48,800.00	11,714.94	25,238.09	572,385.31	2,959.00	348,639.50	105,198.89	4,648,885.34
Transfers to Depreciation-Est		0.00								0.00
Ending Cash Balance	2,197,206.47	1,309,008.70	52,366.30	31,618.78	37,921.71	573,626.13	2,959.00	348,639.50	105,235.59	4,658,582.18
Restricted Cash -										
TABOR (3% of non-enterprise expenses)	66,432.46				0.00	0.00	0.00			
(1) Restricted by TABOR-Real Estate Trans	0.00									
(2) 6 Mo Reserve Target (50% of Net Exp les:	1,107,207.65									
Restricted for Capital Imp Plan	500,000.00	250,000.00								
Restricted for Exterior Energy Offset	10,752.00									
Restricted for Parks						258,747.45				
Restricted for Capital Imp (Const Use Tax)						314,878.68				
Restricted for Scholarships								348,639.50		
Restricted for GID							2,959.00			
Restricted for BMR and Escrow									105,235.59	
Restricted-Cash In Lieu of Water Fee		69,658.00								
Restricted-System Improvement Fee		118,717.37								
Restricted for Infrastructure		890,832.97								
Total Restricted Revenue	1,684,392.11	1,329,208.34	0.00	0.00	0.00	573,626.13	2,959.00	348,639.50	105,235.59	4,044,060.67
Cash Available after Restricted	512,814.36	-20,199.64	52,366.30	31,618.78	37,921.71	0.00	0.00	0.00	0.00	614,521.51

Town of Minturn
Town Cash Flow YTD 2022 - General Fund
As of 03/31/22 Month End

Item	General Fund YTD	Annual Budget	Variance
Revenue			
Taxes	383,152.57	1,641,009.00	-1,257,856.43
Franchise Fees	11,108.40	61,700.00	-50,591.60
Misc Fees & Grants	55,532.70	596,110.00	-540,577.30
Real Estate Transfer Tax	28,890.00	150,000.00	-121,110.00
Net Revenue	<u>478,683.67</u>	<u>2,448,819.00</u>	<u>-1,970,135.33</u>
Expenses			
Council	6,801.91	25,252.40	-18,450.49
Gen Gov't	229,263.20	763,614.66	-534,351.46
Planning	63,760.47	492,255.00	-428,494.53
Police and Court	100,416.99	433,267.00	-332,850.01
Econ Dev	34,234.64	167,579.00	-133,344.36
Public Works	73,370.46	367,100.96	-293,730.50
Grants and Debt Service	5,000.00	199,750.00	-194,750.00
Misc	0.00	0.00	0.00
Net Expenses	<u>512,847.67</u>	<u>2,448,819.02</u>	<u>-1,935,971.35</u>
Net Income (Receipts) before transfers	-34,164.00	-0.02	34,163.98
Transfers IN (Revenue)	0.00	0.00	0.00
Transfers Out (Expenses)	0.00	0.00	0.00
Net Due To/From Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Receipts after transfers	-34,164.00	-0.02	-34,163.98
Beginning Cash Balance - January 2021 (AUDIT)	2,231,360.47	1,835,455.00	1,535,134.00
Transfers to Depreciation-Est			
Ending Cash Balance	<u>2,197,196.47</u>	<u>1,835,454.98</u>	<u>1,500,970.02</u>
Restricted Cash -			
TABOR (3% of non-enterprise expenses)	66,432.46	75,000.00	8,567.54
(1) Restricted by TABOR-Real Estate Trans (1)	0.00	0.00	0.00
6 Mo Reserve Target (50% of Net Exp less Ginn)	1,107,207.65	927,564.00	-179,643.65
Restricted for Capital Improvement	500,000.00	250,000.00	-250,000.00
Restricted for Exterior Energy Offset	10,752.00	0.00	-10,752.00
Restricted for	0.00	0.00	0.00
Total Restricted Revenue	<u>1,684,392.11</u>	<u>1,252,564.00</u>	<u>-431,828.11</u>
Cash Available after Restricted (4)	<u>512,804.36</u>	<u>582,890.98</u>	<u>1,932,798.13</u>

(1) Real Estate Transfer Tax Reserve = Transfer Tax Receipts - Streets/Sidewalks (01-06-5352) - Allowable Misc

**Town of Minturn
Town Cash Flow 2022 - Enterprise Fund
As of 03/31/22 Month End**

Item	Enterprise Fund	Budget	Variance
Revenue			
Water Fees	155,425.90	1,121,057.00	-965,631.10
Debt Fee	10,981.42	204,884.00	-193,902.58
Tap Fees	20,085.25	40,000.00	-19,914.75
Cash in Lieu of Water Fees	12,325.00	40,000.00	-27,675.00
System Improvement Fees	15,300.00	40,000.00	-24,700.00
Garbage Fees	18,974.64	122,000.00	-103,025.36
Grants-ARP FUNDS	0.00	0.00	0.00
River Gage Reimb/Misc Inc	0.00	19,000.00	-19,000.00
Proceeds from Bond Sale		2,000,000.00	-2,000,000.00
Net Revenue	<u>233,092.21</u>	<u>3,586,941.00</u>	<u>-3,353,848.79</u>
Expenses			
Public Works	201,939.40	1,130,246.48	-928,307.08
Debt Service	24,733.25	14,840.80	9,892.45
Misc	0.00	2,293,000.00	-2,293,000.00
Net Expenses	<u>226,672.65</u>	<u>3,438,087.28</u>	<u>-3,211,414.63</u>
Net Income (Receipts) before transfers	6,419.56	148,853.72	-142,434.16
Transfers IN (Revenue)	0.00	0.00	0.00
Transfers Out (Expenses)	0.00	0.00	0.00
Net Due To/From Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Receipts after transfers	6,419.56	148,853.72	-142,434.16
Beginning Cash Balance - January 2022 (EST)	1,302,589.14	1,286,101.00	1,412,187.00
Transfers to Depreciation-Est	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Ending Cash Balance	<u>1,309,008.70</u>	<u>1,434,954.72</u>	<u>1,269,752.84</u>
Restricted Cash -			
Restricted-Cash in Lieu of Water Fees	69,658.00	34,683.00	
Restricted-System Improvement Fees	118,717.37	69,253.57	
Restricted-CIP Plan	250,000.00	250,000.00	
Restricted for Infrastructure	890,832.97	870,931.72	
Total Restricted Revenue	<u>1,329,208.34</u>	<u>1,224,868.29</u>	
Cash Available after Restricted	<u>-20,199.64</u>	<u>210,086.43</u>	<u>1,269,752.84</u>

TOWN OF MINTURN																			
SALES TAX COMPARISON																			
MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	CHANGE	SAME MO 2021	ACCR YTD VAR TO '21	SAME MO 2020	ACCR YTD VAR TO '20
JANUARY	52,282	39,306	42,037	44,898	45,721	47,881	54,313	62,068	52,148	71,528	58,509	92,315	76,245	116,435	52.71%	40,190	40,190.47	24,121	24,120.73
FEBRUARY	45,235	38,781	38,147	43,993	46,028	43,246	59,868	57,178	51,785	31,263	52,232	64,708	77,087	100,408	30.25%	12,379	52,569.46	24,855	48,976.05
MARCH	41,718	43,231	49,085	49,922	51,708	54,423	52,142	40,835	52,249	53,561	60,705	45,220	89,591		-100.00%	44,371	96,940.43	28,886	77,861.93
APRIL	28,637	29,168	33,779	27,176	30,328	30,568	37,398	41,478	40,395	42,743	44,115	38,337	64,613		-100.00%	26,276	123,216.60	20,498	98,360.24
MAY	27,084	29,341	22,115	31,209	36,473	27,758	42,569	32,926	39,471	38,977	33,722	35,077	64,412		-100.00%	29,335	152,551.55	30,690	129,050.00
JUNE	40,924	34,289	40,990	31,800	41,560	54,001	39,765	46,832	55,131	57,776	55,473	58,096	83,356		-100.00%	25,260	177,811.32	27,883	156,932.80
JULY	44,134	42,602	49,410	48,715	49,680	52,732	67,899	61,541	69,902	59,770	69,560	94,124	106,900		-100.00%	12,776	190,587.70	37,341	194,273.37
AUGUST	37,513	38,450	45,002	42,791	59,605	49,406	55,724	66,318	59,838	55,132	65,306	77,518	96,349		-100.00%	18,830	209,417.92	31,043	225,316.10
SEPTEMBER	36,925	36,039	42,748	36,965	43,370	62,771	43,550	51,788	47,013	59,679	80,605	77,391	98,710		-100.00%	21,319	230,736.75	18,105	243,420.88
OCTOBER	27,176	23,333	25,686	32,804	33,504	26,151	33,116	37,233	43,535	40,602	47,347	81,756	82,437		-100.00%	681	231,417.64	35,090	278,510.83
NOVEMBER	23,559	24,685	29,076	29,669	28,425	29,736	32,090	28,247	63,238	41,793	60,807	59,169	81,494		-100.00%	22,325	253,742.62	20,687	299,197.79
DECEMBER	47,143	44,840	45,959	47,370	55,171	58,060	65,694	57,520	61,371	67,719	90,821	104,590	118,851		-100.00%	14,261	268,003.43	28,030	327,228.04
TOTAL	452,327	424,064	464,033	467,311	521,573	536,735	584,128	583,964	636,074	620,544	719,201	828,301	1,040,044	216,843	25.56%	211,743		320,844	
	HISTORICAL AVERAGE BY MO	32Yr Avg	5yr Avg	FY2022		VARIANCE FROM 5YR			03/01/22	CURRENT MONTH	YTD 2022	% OF TOTAL					YTD 2021	% OF TOTAL	
JANUARY	45,762	70,149	116,435		46,286	RETAIL	41,261	27,408	68,669	32%						69,356	45%		
FEBRUARY	45,083	55,415	100,408		44,993	LODGE	6,518	9,100	15,618	7%						7,737	5%		
MARCH	49,237	60,265			-60,265	F & B	33,291	30,828	64,119	30%						33,390	22%		
APRIL	32,206	46,041			-46,041	UTIL	9,795	9,471	19,266	9%						10,775	7%		
MAY	28,560	42,332			-42,332	ON-LINE	25,571	23,600	49,171	23%						32,074	21%		
JUNE	41,650	61,966			-61,966	TOTAL	116,436	100,408	216,844							153,332			
JULY	50,536	80,051			-80,051														
AUGUST	46,174	70,829			-70,829														
SEPTEMBER	42,075	72,679			-72,679											YEAR OVER YEAR VARIANCE		41.42%	22.59%
OCTOBER	32,318	59,135			-59,135														
NOVEMBER	31,568	61,300			-61,300														
DECEMBER	53,178	88,670			-88,670														
TOTALS	498,347	768,833	216,843		-551,990														

Jay Brunvand
 Clerk/Treasurer
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Town Council
 Mayor – Earle Bidez
 Mayor Pro Tem – Terry Armistead
 Council Members:
 George Brodin
 Lynn Feiger
 Gusty Kanakis
 Kate Schifani
 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 20, 2022
Water Moratorium Ordinance – Review of three tap allowance
Ord 06 - Series 2022 (First Reading) An Ordinance amending the outdoor water requirements for the Town of Minturn.
Regional Transit Authority Discussion
Res 16 - Series 2022 A Resolution approving CUP 01-2022 Sun-Up SealCoats contractor storage on U.P. property – Madison
May 4, 2022
Council Retreat 11am – 8pm (actual time and location to be determined)
Council Ethics Training – Mike Sawyer
May 5, 2022 – SPECIAL MEETING
Minturn North Preliminary Plan Review – Hunn/Harris
May 18, 2022
Regional Transit Authority Discussion
Joint Council/Planning Commission meeting
Ord 06 - Series 2022 (Second Reading) An Ordinance amending the outdoor water requirements for the Town of Minturn.
Ord ___ - Series 2022 (First Reading) An Ordinance amending Article 19, Chapter 16 - Madison
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