



Agenda

MEETING OF THE MINTURN TOWN COUNCIL
Minturn Town Center, 302 Pine Street
Minturn, CO 81645 • (970) 827-5645

Wednesday April 1, 2015

Work Session – 5:30pm
Regular Session – 6:30pm

MAYOR – Gordon “Hawkeye” Flaherty
MAYOR PRO TEM – George Brodin

COUNCIL MEMBERS:

Shelley Bellm
Earle Bidez
John Rosenfeld
Matt Scherr
Jason Osborne

When addressing the Council, please state your name and your address for the record prior to providing your comments. Please address the Council as a whole through the Mayor. All supporting documents are available for public review in the Town Offices – located at 302 Pine Street, Minturn CO 81645 – during regular business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Work Session – 5:30pm

- Guide Signage update – Metteer pg 8
- Update Entryway/100 Block Planning and Engineering pg 12

Regular Session – 6:30pm

1. Call to Order

- Roll Call
- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

3. Approval of Minutes

- March 18, 2015 pg 3

4. **Public comments on items, which are NOT on the agenda (5 minute time limit per person)**
5. **Special Presentations:**

PUBLIC HEARINGS AND ACTION ITEMS

6. **Discussion/Action Item**: Guide Signage pg 8
7. **Discussion/Action Item**: Entryway/100 Block Planning and Engineering pg 12

COUNCIL AND STAFF REPORTS

8. **Town Planner**
9. **Town Attorney**
10. **Town Manager**
 - Manager's Report
 - Action Report pg 42
11. **Town Council Comments**

FUTURE AGENDA ITEMS

12. **Next Meeting – April 15, 2015**
13. **Future Meetings:**
 - 2015 Building Code update – Charlie Davis
14. **Set Future Meeting Dates**
 - April 1, 2015
 - April 15, 2015
 - May 6, 2015
 - a) **Planning & Zoning Commission Meetings:**
 - April 8, 2015
 - May 13, 2015
 - June 10, 2015
15. **Other Dates:**
16. **Adjournment**



Official Minutes

MEETING OF THE MINTURN TOWN COUNCIL
Minturn Town Center, 302 Pine Street
Minturn, CO 81645 • (970) 827-5645

Wednesday March 18, 2015

Work Session – 5:30pm
Regular Session – 6:30pm

MAYOR – Gordon “Hawkeye” Flaherty
MAYOR PRO TEM – George Brodin

COUNCIL MEMBERS:

Shelley Bellm
Earle Bidez
John Rosenfeld
Matt Scherr
Jason Osborne

These minutes are formally submitted to the Town of Minturn Town Council for approval as the official written record of the proceedings at the identified Council Meeting. Additionally, all Council meetings are tape-recorded and are available to the public for listening at the Town Center Offices from 8:30am – 2:00 pm, Monday through Friday, by contacting the Town Clerk at 970/827-5645 302 Pine St. Minturn, CO 81645.

Work Session – 5:30pm

- Discussion Regarding Zoning Code Amendments – Hawkinson
 - Strike the word “midpoint” from diagram 16-2
 - For 16-2, Strike entire second descriptive title line beginning with “measure maximum building...”
 - Page three, take out “at base of building” on first description of measuring height
 - Use the description “as an example” for illustration 16-2
 - Pervious vs impervious definitions need to be confirmed
 - Remove the word “for” from section (see Janet’s notes)
 - Page 11 paragraph #1 verbiage to edit to change: a permanent greenhouse...get rid of “does not” and add “exceeds”
 - Take out common line from illustration 16-5
 - For 10% of a party wall change verbiage to “structure” rather than the examples given in the parentheses

- Discussion Regarding Water Rate Committee recommendations – Water Committee

Regular Session – 6:30pm

1. Call to Order

The meeting was called to order by Mayor Hawkeye Flaherty at 6:37pm.

- Roll Call

Those present included: Mayor Hawkeye Flaherty, Town Council members, George Brodin, Matt Scherr, John Rosenfeld, Earle Bidez, and Shelley Bellm. Absent, excused: Ozzy Osborne. Council Member Bidez was present for work session, left to retrieve a cord, and returned at 6:43pm.

Staff present: Town Manager Willy Powell, Town Attorney Michael Sawyer, Town Deputy Clerk Michelle Metteer, and Town Planner Janet Hawkinson.

- Pledge of Allegiance

2. Approval of Agenda

- Items to be Pulled or Added

Motion by Shelley B., second by George B., to approve the agenda as presented. Motion passed 5-0. (Earl B. and Jason O. absent, excused)

3. Approval of Minutes

- February 18, 2015

For total max lot coverage for Taylor old town area should say 50% not 40%

Motion by Johnie R., second by Shelley B., to approve the minutes of February 18, 2015 as amended. Motion passed 5-0. (Earl B. and Jason O. absent, excused)

- March 4, 2015

Motion by Johnie R., second by George B., to approve the minutes of March 4, 2015 as presented. Motion passed 5-0. (Earl B. and Jason O. absent, excused)

4. Public comments on items, which are NOT on the agenda (5 minute time limit per person)

Lynn Teach, 263 Pine St thanked our Public Works crew for the great snow removal during the winter season.

5. Special Presentations

- **Eagle River Park Restroom update & presentation**

A brief recess was taken after the special presentation and the meeting was called back to order at 7:23 pm.

PUBLIC HEARINGS AND ACTION ITEMS

6. **Discussion/Action Item: Review and direction Regarding Water Rate Committee recommendations – Water Committee**

A PowerPoint presentation was presented. Discussion ensued, including

- The importance of the water meter readings and their accuracies.
- Debt retirement and the ability to pass any savings along to the consumer.
- The option of a Sunset Clause was addressed as a possible solution for both the provider and consumer.
- Recommendation was made to not attempt the re-definition of an SFE.
- Request for additional data for review
- Option for Council to determine what the restricted and unrestricted reserve in the water fund is designated towards
- Phased in approach over several years is another option to review
- Investigate water infrastructure grants
- Residential and commercial rates to receive the same rate structure.

Jason “Ozzy” Osborne joined the meeting at 8:24pm.

7. **Discussion/Action Item: Ordinance No. 01 – Series 2015 (Second Reading) An Ordinance of the Town of Minturn Colorado amending the Zoning Code of the Town of Minturn set forth as Chapter 16 of the Minturn Municipal Code – Hawkinson**

Shelley B. asked the Council to consider having the Building Code stay on the radar of the Council. Any additional “vague” sections of the code that are uncovered are asked to be brought forward to Council for additional review in an effort to continually be cleaning up the code.

Hawkeye F. expressed concerns over parking requirements and additional burdens to the on-street parking currently being experienced in town.

Motion by Earle B., second by Johnie R., to approve Ordinance No. 01 – Series 2015, as amended (amendments included below). An Ordinance of the Town of Minturn Colorado amending the Zoning Code of the Town of Minturn set forth as Chapter 16 of the Minturn Municipal Code as amended. Motion passed (5-2) Shelley B. and Hawkeye F. nay.

- Amendments as follows:
 - Sec 16-2-20 Definition of a Duplex, delete: of a main living area (living room, dining room, kitchen, bedroom, hallways and storage areas are not allowed as shared wall).
 - Sec 16-3-20(t)(1) Delete “does not” and add the letter (s) to the word exceed
 - Sec 16-17-140(1) Delete the word “for.”
 - Diagram 16-2 strike the word “midpoint”
 - Diagram 16-2, strike entire second descriptive title line beginning with “measure maximum building...”
 - Diagram 16-2 use the description “as an example”
 - Diagram 16-5 take out the common line

- 8. **Discussion/Action Item: Ordinance No. 2 – Series 2015 An Emergency Ordinance of the Town of Minturn Colorado to extend the building moratorium – Hawkinson/Sawyer**

Motion by Johnie R., second by Shelley B., to approve with amendments to include April 1st or upon Ord.1 Series 2015 becoming effective, whichever comes first; Ordinance No. 02 – Series 2015 An Emergency Ordinance of the Town of Minturn to extend the building moratorium. Motion passed (7-0)

COUNCIL AND STAFF REPORTS

9. Town Planner

10. Town Attorney

11. Town Manager

- Manager’s Report
- Action Report

12. Town Council Comments

Shelley B. reminded residents of Minturn that the April 10th deadline for scholarship applications is fast approaching. Awards will be made later in the spring.

Matt S. thanked staff for the work done to the revisions of the code.

Hawkeye F. wished everyone a happy spring.

EXECUTIVE SESSION

13. Executive Session: Executive Session pursuant to C.R.S. §24-6-402(4)(b) – to conference with the Town attorney for purpose of receiving a legal advice related to the Battle Mountain Resort project – Powell/Sawyer

Motion by Ozzy O., second by Johnie R., to convene into Executive Session pursuant to C.R.S. §24-6-402(4)(b) – to conference with the Town attorney for purpose of receiving legal advice related to the Battle Mountain Resort project.

Convene into executive session at 9:19 pm.

14. Executive Session: Direction given by Council to the Negotiators as a result of the Executive Session – Powell/Sawyer

FUTURE AGENDA ITEMS

15. Next Meeting – April 1, 2015

- Guide Signage update - Metteer

16. Future Meetings:

- 2015 Building Code update – Charlie Davis

17. Set Future Meeting Dates

- April 1, 2015
- April 15, 2015
- May 6, 2015

a) Planning & Zoning Commission Meetings:

- April 8, 2015
- May 13, 2015
- June 10, 2015

18. Other Dates:

19. Adjournment

As no other business was conducted, the meeting stood adjourned.

Hawkeye Flaherty, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

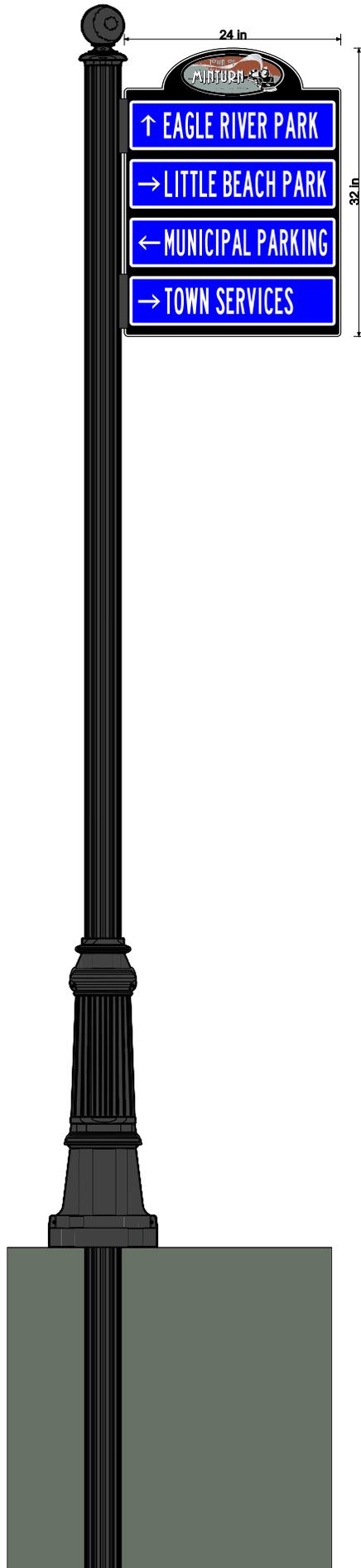
Michelle Metteer
Economic Development Coordinator
Deputy Clerk
P.O. Box 309 ♦ 302 Pine St
Minturn, CO 81645
970-827-5645
mmetteer@minturn.org
www.gominturn.com



Town Council
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilwoman – Shelley Bellm
Councilman – Earl Bidez
Councilman – John Rosenfeld
Councilman – Matt Scherr
Councilman – Jason “Ozzy” Osborne

AGENDA ITEM COVER SHEET

AGENDA TITLE: 2015 Guide Signage Progress Update
MEETING DATE: April 1, 2014
PRESENTER: Metteer
BACKGROUND: <p>This process is in the developmental stage and nothing, including sign locations, sign designs, etc. has been confirmed yet.</p> <p>Signage is critically important for any community. The easier it is for visitors to find attractions and amenities, the longer they will stay and the more they will spend. If visitors struggle to find attractions and amenities, they might just give up and leave. A good guide signage system not only helps visitors, it can educate locales about what attractions and amenities are available and where they are.</p> <p>Reasons for developing a guide signage system:</p> <ul style="list-style-type: none">• It educates locals & visitors of what you have.• It delivers a pleasant visitor experience.• It helps mitigate traffic flow.• It introduces your brand.• It creates a “sense of place” and a sense of arrival.• It eliminates sign clutter and “broken” systems.• If there were better guide signage systems in towns it would cut the divorce rate in half since couples would no longer argue about stopping to ask for directions. (April Fools!)
CORE ISSUES: <ul style="list-style-type: none">• Way finding or guide signage should always fit your brand. How can we express the brand of Minturn and still fit into CDOT regulations?• Once we have confirmations on sign locations and thus number of signs, an approved design, confirmed posts, sign sizes we can begin the cost estimate process.
STAFF RECOMMENDATION/MOTION: Feedback and discussion



Guide Signs Along CDOT Rights-of-way



A-eb

Locate at HWY 24 eb @ north end of Active Energies.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.
 Remove "Municipal Parking" sign



B-eb

Locate at HWY 24 wb @ north end of Minturn Anglers.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.
 Remove "Municipal Parking" sign



C-eb

Locate at HWY 24 eb @ south end of Colorado Mattress.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.



D-eb

Locate at HWY 24 eb @ Minturn Community Fund Xcel Energy pole.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.
 Remove "Post Office" sign



E-eb

Locate at HWY 24 eb @ King Ranch Rd.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.
 Remove "Picnic" sign



C-wb

Locate at HWY 24 wb @ corner of Toledo & Main Streets.
 Legend Panel contains 3" high white letters on 24"x ___" blue sheet.



D-wb

Locate at HWY 24 wb @ Norman & Main Streets.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.

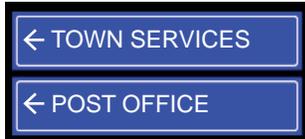


E-wb

Locate at HWY 24 wb @ Norman & Main Streets.
 Legend Panel contains 3" high white letters on 24"x 32" blue sheet.

GUIDE SIGN DETAILS	Town of Minturn Michelle Metteer Economic Development March 2015
Project: Town of Minturn Guide Signage Plan	

Guide Signs in Town



F

Locate at Norman & Boulder St

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.

Remove "Police" sign



G

Locate at Railroad Ave & Taylor.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.



H

Locate at Cemetery Rd by entrance to LBP main parking area.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.



D-eb

Locate at HWY 24 eb @ Minturn Community Fund Xcel Energy pole.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.

Remove "Post Office" sign



E-eb

Locate at HWY 24 eb @ King Ranch Rd.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.

Remove "Picnic" sign



C-wb

Locate at HWY 24 wb @ corner of Toledo & Main Streets.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.



D-wb

Locate at HWY 24 wb @ Norman & Main Streets.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.



E-wb

Locate at HWY 24 wb @ Norman & Main Streets.

Legend Panel contains 3" high white letters on 24"x 32" blue sheet.

GUIDE SIGN DETAILS

Project: Town of Minturn Guide Signage Plan



Town of Minturn
Michelle Metteer
Economic Development
March 2015

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

William Powell, Town Manager



Town Council
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilmember – Shelley Bellm
Councilmember – Earle Bidez
Councilmember – John Rosenfeld
Councilmember – Jason Osborne
Councilmember – Matt Scherr

To: Town Council
Fr: Willy Powell

Re: Entryway/100 Block Planning and Engineering

Background

In November, 2014 Council placed priority in creating a plan with engineered drawings and specifications for the remodel of the entryway and 100 block of downtown. In December the town appointed Inter-mountain Engineering to become the on-call Engineer for the town and perform the engineering services for the downtown project. Please see attached not to exceed proposal from Intermountain. The project has three basic components: safety improvements, infrastructure improvements and landscape enhancement.

Activities to Date

Engineering

Inter-Mountain has performed the Base Survey Map and Conceptual Design. See attached drawings. The next stage is the Preliminary Drawings, which will be submitted to CDOT and Opinion of Probable Cost.

Planning Commission

On March 25 the Planning Commission reviewed the plans and discussed landscaping.

Meeting with Property and Business Owners

During the past week Janet and Willy have met with various property and business owners in the affected area including Magusto’s, Minturn Country Club, Weston and Marka Brenner.

CDOT Interaction

CDOT has been engaged several times to assure activities to date are consistent with state regulations. In general, CDOT is very supportive of the project because of enhanced safety improvements.

CDOT Paving

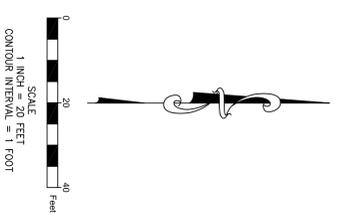
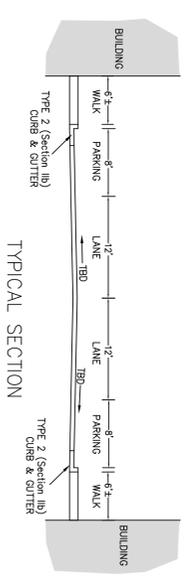
The town recently learned CDOT has in its maintenance budget paving US24 in 2018 from Dowd Junction to the Maloit Park Rd. The only items the state will pay for is the overlay, any necessary milling, and handicap ramps at intersections. All other improvements are the responsibility of the town including: curb and gutter, sidewalks, storm drainage, street lights and landscaping.

This development of CDOT paving in 2018 raises opportunities and challenges. Clearly the cost of paving is significant and a cost saving to the town. However if Minturn wants to establish new curb lines and sidewalks throughout Main St, where such exists, it would be a significant cost.

We will discuss the above in more detail at the meeting.

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

- NOTES:
1. REQUIRED SIGHT DISTANCE PER STATE HIGHWAY ACCESS CODE, 2. C.R. 601-1.
 2.  DENOTES LANDSCAPE AREA - LANDSCAPING WILL INCLUDE HARDSCAPE (SIDEWALKS), VEGETATION, AND LIGHTING.



SHEET NO.	1 OF 4
PROJECT NO.	15-0002
DESIGNED BY	MMG
DRAWN BY	MMG
CHECKED BY	JMS
DATE ISSUED	2/28/15

SKETCH PLAN	
NORTH MAIN STREET STREETScape PROJECT	
TOWN OF MINTURN	
EAGLE COUNTY, COLORADO	

CLIENT:	TOWN OF MINTURN
<p>This document was prepared for the exclusive use of the Client specified hereon. The use of this document or the information contained herein by any other person or entity is not authorized. In the event that any other person or entity desires to use this document or the information contained herein for any purpose they must first obtain written authorization from Inter-Mountain Engineering. This document and any information contained herein is intended to be used within one year of the date hereof. Use after that period is not authorized.</p>	



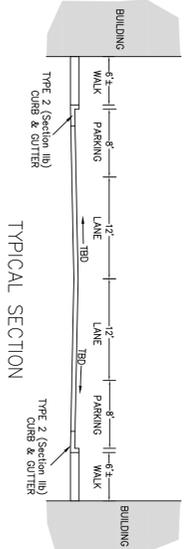
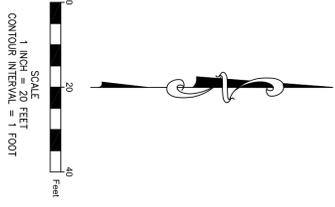
Inter-Mountain ENGINEERING

 Civil Engineers & Surveyors

48001 US HWY 663A, SUITE 203 BOX 976, AVON, CO 81602 PH: (970)949-5072
 651 S. REVERE PARKWAY, SUITE 106, CENTENNIAL, CO 80111 PH: (303)948-6220

NO.	DATE	REVISION	BY

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



NOTES:
 1. REQUIRED SIGHT DISTANCE PER STATE HIGHWAY ACCESS CODE, 2 CCR 601-1.
 2. [Symbol] DENOTES LANDSCAPE AREA - LANDSCAPING WILL INCLUDE HARDSCAPE (SIDEWALKS), VEGETATION, AND LIGHTING.



SHEET 1
SHEET 2

SKETCH PLAN
 NORTH MAIN STREET STREETScape PROJECT
 TOWN OF MINTURN
 EAGLE COUNTY, COLORADO

CLIENT: TOWN OF MINTURN
 This document was prepared for the exclusive use of the Client specified hereon. The use of this document or the information contained herein by any other person or entity is not authorized. In the event that any other person or entity desires to use this document or the information contained herein for any purpose they must first obtain written authorization from Inter-Mountain Engineering. This document and any information contained herein is intended to be used within one year of the date hereof. Use after that period is not authorized.

Inter-Mountain ENGINEERING
 Civil Engineers & Surveyors
 40801 US HWY 662A, SUITE 203, BOX 978, AVON, CO 81620 PH: (970)949-5072
 651 S. REVERE PARKWAY, SUITE 106, CENTENNIAL, CO 80111 PH: (303)948-6220

NO.	DATE	REVISION	BY

DESIGNED BY: MMG
 DRAWN BY: MMG
 CHECKED BY: JMS
 DATE ISSUED: 2-25-15
 PROJECT NO: 15-0002
 SHEET NO: 2 OF 4



March 16, 2015

Mr. William Powell
TOWN OF MINTURN
Post Office Box 309
302 Pine Street
Minturn, Colorado 81645-0309

Re: Minturn Entryway Project
Proposal for Engineering Services

Dear Mr. Powell:

Inter-Mountain Engineering (IME) is pleased to present this proposal for engineering services in connection with the preparation of contract documents for the Minturn Entryway Project. This proposal has been written in connection with our Statement of Qualifications dated December 12, 2014 and in response to your request and our meetings regarding this project.

We have separated our proposal into phases based on the progression of work for clarity. The phases include Information Gathering; Conceptual Design; Preliminary Design; Construction Documents; Construction Period Services and Sub-consultant Services. The following scope of services is based on the described understanding of the project:

Basic Services:

Information Gathering:

1. **Base Survey Map** - The base map will be based on field survey and aerial photos obtained from Eagle County GIS. The map will identify property boundaries and all significant features that could have an impact on the final alignment and design. This would include utilities, asphalt, curb, gutter walks, buildings, signs, striping, storm sewer, ditches, and vegetation. The base maps will be drawn at a 1:50 scale and drawn to standard CDOT format. Index Map sheets will show the entire route on one to two pages (overlaid on an aerial photo) and we will provide an overview map showing the full survey on one 24"x 36" plan. Property boundaries will be a "best fit" based on found property corners and other field evidence. The estimated fees do not include a detailed or exhaustive boundary investigation of the survey problems known to exist in this part of Town.

Conceptual Design:

Our team will carefully consider the specific issues identified in the RFP as well as issues raised in meetings and our mapping and inspection of the project corridor. The following initial tasks have been identified:

1. Meet with CDOT to identify requirements and map approval schedule for this project.
2. Conduct a field inventory of existing conditions.
3. Identify traffic study requirements, including sight distance limitations or other safety concerns at driveways, intersections or other critical points.
4. Identify geotechnical requirements for pavement section design.

DENVER OFFICE

6551 S. Revere Pkwy., Suite 165 | Centennial, CO 80111 | Phone: 303.948.6220 | Fax: 303.948.6526

VAIL VALLEY OFFICE

40801 U.S. Highway 6, Suite 203 | PO Box 978 | Avon, CO 81620 | Phone: 970.949.5072 | Fax: 970.949.9339

March 16, 2015
Mr. William Powell
TOWN OF MINTURN
Minturn Entryway Project
Proposal for Engineering Services

5. Identify drainage impacts on the proposed street improvements.
6. Identify streetscape improvements.
7. Identify preliminary lighting requirements.
8. Evaluate the need for construction and/or permanent easements.

The Conceptual Design phase will result in a conceptual plan for the road improvements.

Preliminary Design:

Once the conceptual design has been approved, Preliminary Design documents will be prepared in accordance with CDOT Project Development Manual process for Preliminary Plans (CDOT FIR) and the requirements outlined with the Town. Plans will be submitted to Utility providers for review and comment. We anticipate the Preliminary submittal documents to include the following:

1. *Title Sheet* containing a vicinity map, legend, basis of elevation, project benchmark and general construction notes.
2. *Overall Plan* will show the entire extent of the project.
3. *Plan & Profile* sheets will show the grading detail necessary to transition proposed improvements to meet the surrounding grades. Plans will identify utility conflicts, relocation requirements, retaining walls, and easement requirements.
4. *Cross Sections* will be provided to show typical as well as sections identified as critical.
5. *Conceptual landscape design* studies will be prepared to develop the site entry elements, schematic design details and planting concepts.
6. *Conceptual lighting plans* will develop street lighting and possible pedestrian cross walk signage concepts to enhance pedestrian safety and retail access. Plan street area lighting, accent lighting for features and more with town input to providing the lighting needed. All lighting would be down cast "cut off" type lighting and high efficiency/low maintenance LED fixtures.
7. *Draft Engineer's Opinion of Probable Cost* including plan quantities, unit cost and totals, using CDOT reference categories and numbers.

Construction Documents:

Upon approval of the Preliminary Design, we will prepare Construction Documents that incorporate comments received during the Preliminary Design and will be sufficient for final approval (CDOT FOR) and construction. We anticipate the Construction Document plan set will include:

1. *Title Sheet* containing a vicinity map, legend, basis of elevation, project benchmark and general construction notes.
2. *Overall Plan* showing the entire extent of the project.
3. *Demolition Plan* will identify existing structures & features that need to be removed prior to construction.
4. *Plan & Profile* sheets will provide the horizontal and vertical details required for construction. This plan will show the grading detail necessary to transition from the proposed improvements to meet existing conditions. Spot elevations will be included to provide details necessary for connection to existing improvements. The plans will identify utility conflicts and provide relocation details. The plan will show construction easements and right of way acquisitions.
5. *Cross Sections* for the proposed roadway will be provided at 100-ft intervals and other areas of significance.
6. *Signing and striping plan*. This plan will show pavement markings and required traffic & pedestrian signs.

March 16, 2015
Mr. William Powell
TOWN OF MINTURN
Minturn Entryway Project
Proposal for Engineering Services

7. **Stormwater Management Plan (SWMP)** will be prepared in accordance with Colorado Department of Health and Environment guidelines. The SWMP will identify areas which have a high potential for significant soil erosion and include a site map showing approved Best Management Practices (BMPs) to be used during construction as well as the permanent erosion control measures to be utilized with the completed project.
8. **Storm Sewer:** The existing storm inlets need to be raised and may require repair. Details for the repair and/or reconstruction of these inlets will be provided.
9. **Civil Construction Details and Specifications** necessary for the construction will be provided. Typical details would include a typical street section, sidewalk, curb & gutter, signage, pavement & subgrade requirements and erosion/sediment control.
10. **Streetscape Plans:** These drawings will advance the conceptual design drawings and include revisions based upon Town review. These documents will provide details and specifications to identify methods and materials required to construct the individual site elements such as signage, walls, planting, and irrigation suitable for bidding and construction. Structural engineering design for the entry sign area will be shown. The following drawings will be provided as part of the construction documents:
 - a. **Planting Plan.** This plan will specify the location, size, quantities, botanical and common name for all proposed plant material. All existing plant material to be removed, preserved or transplanted will also be identified.
 - b. **Irrigation Plan.** Ceres+ will prepare irrigation design documents setting forth explicit and concise methods of construction and installation for an underground irrigation system that will provide efficient and proper watering of the landscape areas including: head layout, pipe sizing and layout, valve sizing and layout.
 - c. **Construction Details.** The details will provide plans, sections, elevations and dimensions of the individual elements of the site such as signage, walls and paving patterns.
11. **Lighting Plans.** The final plans will advance the conceptual plans into documents suitable for bid and construction. Details will be provided for lighting & wiring as well as structural foundation details for light poles.
12. **Project Manual:** A Project Manual containing Bid/Contract Documents, a bid schedule, and technical specifications sufficient for bidding and construction of the proposed trail will be provided.
13. **Bid Assistance:** Provide a final Construction Plan Set for bidding that incorporates FOR comments, assist in developing a construction sequencing schedule, develop any necessary bidding Addenda, assist with bid review and prepare the Final Plan Set for Construction.

Construction Period Services:

We are prepared to assist with the administration of the construction contract and are prepared to offer whatever level of service is desired to provide assurance that work is proceeding in accordance with the Contract Documents. These services can include full administration and resident engineering services, or simply submittal and shop drawing review.

Sub-Consultants:

HP Geotech – HP will provide soils & materials testing. Their initial proposal is attached, however in our meeting with CDOT on Friday we learned that CDOT will provide pavement borings, testing, analysis and design. Services will still be required for the analysis and testing of the sidewalk subgrade and HP has agreed that to provide these services on a time and materials basis. That scope of work can include exploratory

March 16, 2015
Mr. William Powell
TOWN OF MINTURN
Minturn Entryway Project
Proposal for Engineering Services

boring through the sidewalks or they will sample & test soils exposed by the towns removal of sidewalk sections. Their proposal is attached.

Architectural Engineering Consultants, Inc. – AEC will provide lighting & electrical design services for the project. The attached proposal includes design services for street lighting, pedestrian lighting, landscape highlighting & construction administration. They have agreed to provide construction cost estimating assistance within the fees in their proposal. Their proposal is attached.

Ceres + - Ceres will provide landscape & streetscape design services. You expressed some concern that the entry sign included in their proposal may not be required. They agreed to a time and materials approach to the project and to include construction cost estimating assistance within the total fees in listed in the attached proposal.

Felsburg Holt & Ulevig – FHU will provide traffic engineering services. You expressed some concern that the pedestrian screening alternative section included in their proposal may not be required. They agreed to change to a time and materials approach to the project – their total fees will not exceed the estimate in the attached proposal.

Kerrigan Engineering – Kerrigan will provide foundation engineering for the light poles. Their proposal is attached.

Clarifications & Alternate Services:

While IME intends for this proposal to include the civil engineering design elements required for this project, our proposal includes only the specific scope of work described above. The following is intended to clarify our assumptions and to provide alternate items of work identified in the preparation of this proposal:

1. **Boundary Survey** - Property boundaries will be a “best fit” based on found property corners and other field evidence. The estimated fees do not include a detailed or exhaustive boundary investigation of the survey problems known to exist in this part of Town.
2. **General** - Plans will be prepared in conformance with CDOT standards & requirements.
3. **Reimbursable Expenses** - Expenses for plotting, printing, copying and similar items will be billed at actual cost. Mileage will be billed in accordance with the attached fee schedule.
4. **Delays** - This proposal assumes our work will proceed in an orderly and continuous fashion. Fee estimates are based on preparation of designs for a single site plan. No time or fees have been included for delays, multiple site plans or additional studies beyond what is described above.

Estimated Professional Fees:

Based upon the Basic Services described above and the assumption that the work will proceed in an orderly and continuous fashion, we estimate that the cost of our professional services will run as follows:

Inter-Mountain Engineering:

1. Information Gathering	\$ 11,005.00
2. Conceptual Design	\$ 10,440.00
3. Preliminary Design	\$ 25,280.00
4. Construction Documents	\$ 17,955.00
Professional Discount	\$ (\$6,468.00)
Not to Exceed Fee	\$ 58,212.00

The total cost for our services will not exceed \$58,212.00 plus reimbursable expenses (fed ex, prints, etc.). The services are interrelated and the total fee has been divided into tasks solely to facilitate the

March 16, 2015
Mr. William Powell
TOWN OF MINTURN
Minturn Entryway Project
Proposal for Engineering Services

preparation and approval of progress billings. A revised fee schedule identifying specific personnel who may be assigned to this project is attached.

Subconsultants:

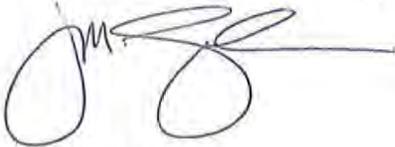
<i>HP Geotech</i> (scope & fee to be determined)	T&M
<i>Architectural Engineering Consultants</i>	\$ 8,600.00
<i>Ceres+</i> (Not to exceed fee)	\$ 7,750.00
<i>Felsburg Holt & Ulevig</i> (not to exceed fee)	\$ 6,611.00
<i>Kerrigan Engineering</i>	\$ 1,500.00

Alternate Services:

The scope of services for Construction Administration will be determined once the split of work between the Town and CDOT is established. A not to exceed fee will be provided once the scope of work and schedule is more clearly defined. While we have tried to include all of the items requested, our proposal includes only the specific Basic Services noted above.

I look forward to working with you – Thank you.

Respectfully,
Inter-Mountain Engineering



Jeffery M. Spanel, PE



PROFESSIONAL FEE SCHEDULE

January 1, 2015

Invoices for Minturn On Call Services will be discounted 10%

<u>Description:</u>	<u>Unit Rate</u>
Principal Engineer	\$165.00/hr.
Jeffery M. Spanel, PE	
Project Manager	\$125.00/hr.
James Kunkel, PE, PLS	
Sandra Mendonca, PE	
Senior Engineer	\$115.00/hr.
Martin Golembiewski, PE	
Project Engineer	\$100.00/hr.
Design or Field Engineer	\$95.00/hr.
Survey Manager	\$120.00/hr.
Duane Fehringer, PE, PLS	
3 Man Survey Crew	\$170.00/hr.
2 Man Survey Crew	\$140.00/hr.
Survey Crew with GPS or Robotic	\$140.00/hr.
Marc Buldoc	
John McMahon	
Rick Kujala	
Senior Technician or Party Chief	\$90.00/hr.
Marc Buldoc (Office Work)	
John McMahon (Office work)	
Sean Fletcher	
CADD Technician	\$85.00/hr.
Sean Brown	
Technical Typist	\$50.00/hr.
Computer Plots	\$20.00/ea.
Photocopies	\$0.15/ea.
Blueprinting	\$3.50/ea.
Mylar Sepias	\$25.00/ea.
Outside Services	Actual Cost +15%
Mileage	\$0.50 per mile

Schedule overtime (after 6:00 p.m. and weekends) 1.5 x base rate. Overtime must be scheduled 24 hours in advance on weekdays and on Thursday for weekends.

6551 S. Revere Parkway, Ste. 165 • Centennial, Colorado 80111 • Phone: 303-948-6220 • Fax: 303-948-6526
 40801 US Hwy 6 & 24, Ste. 203 • P.O. Box 978, Avon, Colorado 81620 • Phone: 970-949-5072 • Fax: 970-949-9339
 Toll Free: 800 856 2258 • 916 Palmer St. • Salida, Colorado 81201 • Phone: 719 539 1183 • Fax: 719 539 1183



Hepworth-Pawlak Geotechnical, Inc.
5020 County Road 154
Glenwood Springs, Colorado 81601
Phone: 970-945-7988
Fax: 970-945-8454
Email: hpgeo@hpgeotech.com

February 2, 2015

Inter-Mountain Engineering
Attn: Jeff Spanel, PE
P.O. Box 978
Avon, Colorado 81620
jspanel@inter-mtn.net

Job No. 115 032A

Subject: Proposal for Geotechnical Engineering Study, Proposed Entry Project, US Highway 24, Minturn, Colorado

Gentlemen:

We are pleased to submit this proposal to conduct a geotechnical engineering study at the subject site. The proposal is based on the information provided, a brief review of the project site and our experience with geotechnical studies in CDOT right-of-way.

Project Data: The intersection of Hwy 24 and Bellins Bridge and associated driveways and parking areas will be upgraded. We understand that there has been settlement of sidewalks/pavement areas over time which may indicate unsuitable subgrade support. Overlaying existing paved areas may be considered. CDOT permits will be required which also include utility locations, traffic control and drilling with dry pavement surface. The permits could take considerable time unless they have already been initiated for the civil engineering field work.

Scope of Services: We propose to drill 4 to 5 borings within shoulder and parking spaces in the proposed improvement area to not close traffic lanes. We expect to encounter, below the existing pavement material, old fill soils above dense river gravel alluvium and assume the borings will be up to 10 feet deep. The borings will be logged by a representative of our office, checked for groundwater level, backfilled and concrete or asphalt patched.

Laboratory testing of samples taken from the borings will be performed to determine their engineering characteristics and Hveem stabilometer value for pavement section design. The information obtained from the field and laboratory testing will be analyzed and a report prepared discussing our findings and providing recommendations for subgrade improvement as needed, pavement section design, surface and subsurface drainage, and compaction of earthwork.

Inter-Mountain Engineering
February 2, 2015
Page 2

Cost: The total cost to perform the scope of services is estimated to be from \$6,000 to \$7,000. The fees will be based on the unit costs and other costs presented in the attached Fee Schedule (minus 5%). Additional scope of services will be performed based on the unit charges and Terms and Conditions of the attached Fee Schedule.

Schedule: We propose to initiate our services within 1 week of notice to proceed and when CDOT requirements have been met. Preliminary design information should be available within 1 week after the field exploration and the report should be completed within another 1 to 2 weeks. We will keep you advised of our progress and any changes that are encountered.

Terms and Conditions: On the reverse side of the Fee Schedule are our normal terms and conditions for performing professional services. **Please note there is a limitation of liability clause included.**

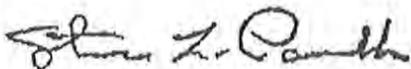
Acceptance: If this proposal meets with your approval, please sign a copy and return it to us. If you have any questions, please contact the undersigned.

Additional Services: We are available to provide additional geotechnical, geologic hazard, construction observation material testing (CMT) and environmental services such as Phase I ESA. Please contact us for additional details.

Thank you for the opportunity of submitting this proposal. We are looking forward to working with you.

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Steven L. Pawlak P.E.

SLP/ksw

Attachments: Fee Schedule and Terms and Conditions

Accepted this date: _____

by: _____

Signed _____

**2015
FEE SCHEDULE
GLENWOOD SPRINGS
PROFESSIONAL SERVICES**

FIELD EXPLORATION

Truck-mounted drill rig	
Longyear BK-51HD or CME-45B	\$150/hour
CME-55	\$165/hour
Mobilization	\$4.00/mile
All-terrain drill rig	Cost + 20%
Crew travel.....	\$75/man/hour
Special equipment (backhoe, drill bits, well supplies, etc.).....	Cost + 20%
Field Engineer.....	\$75/hour
Overtime (over 8 hours/day, Saturday, Sunday and Holidays)	1.5 x hourly rate

LABORATORY TESTING

Fee schedule available on request.

CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Fee schedule available on request.

ENGINEERING

(Includes project planning, administration, analysis, consultation, report preparation, field and travel time.
Expert witness service has a 50% premium hourly rate.)

Principal.....	\$180/hour
Senior Project Manager	\$150/hour
Project Manager.....	\$130/hour
Senior Project Engineer/Geologist.....	\$110/hour
Project Engineer/Geologist.....	\$100/hour
Staff Engineer/Geologist.....	\$90/hour
CAD/Drafting	\$75/hour
Word Processing	\$55/hour

OTHER DIRECT CHARGES

Auto or pickup mileage	\$.70/mile
Out of town living expenses, equipment rental, supplies, etc.	Cost + 20%

REMARKS

Late fee of \$30.00 or 1.5% per month (whichever is the greater) charged 30 days from invoice date plus collection costs, bank charges and reasonable attorney's fees. Up to 3 copies of report provided for each project. Minimum 2 hour trip charge per day for field engineer or technician.

TERMS AND CONDITIONS

STANDARD OF CARE: Services performed by HEPWORTH-PAWLAK GEOTECHNICAL, INC. (also referred to as HP GEOTECH) under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, tests or explorations are made by HP GEOTECH and that the data, interpretations and recommendations of HP GEOTECH are based solely upon the data available to HP GEOTECH. HP GEOTECH will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

LIMITATION OF LIABILITY: The client agrees to limit the liability of HP GEOTECH and its employees, directors, officers and subconsultants (collectively "HP GEOTECH") to the client, arising from or in any way related to the Project, the Agreement or the services performed, such that the total aggregate liability of HP GEOTECH to the client shall not exceed the greater of \$50,000 or HP GEOTECH's total fee received for the services rendered on this Project. Client hereby releases HP GEOTECH from any liability above such amount. This limitation of liability shall apply to any and all claims for relief made or which could be made.

CORPORATE PROTECTION: Client agrees its sole and exclusive remedy, if any, for any claim arising out of the services of HP GEOTECH shall be against HEPWORTH-PAWLAK GEOTECHNICAL, INC. and not against any individual employees, officers, owners or directors of HEPWORTH-PAWLAK GEOTECHNICAL, INC.

SITE ACCESS: Unless otherwise agreed, the client will furnish HP GEOTECH with right-of-access to the site in order to conduct the planned exploration. While HP GEOTECH will take reasonable precautions to limit damage to the property, it is understood by the client that in the normal course of services some damage may occur, the restoration of which is not part of this Agreement and shall not be the obligation of HP GEOTECH. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

UTILITIES: In the performance of its services, HP GEOTECH will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold HP GEOTECH harmless and indemnify HP GEOTECH for any claims, payments or other liability, including attorney's fees and costs, incurred by HP GEOTECH for any damages to subterranean structures or utilities which are not called to HP GEOTECH's attention and correctly shown on the plans furnished to HP GEOTECH.

UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise HP GEOTECH of any known or suspected hazardous substances which may exist on or near any premises upon which services are to be performed by HP GEOTECH's employees, agents or subcontractors. If HP GEOTECH observes or suspects the existence of unanticipated hazardous materials during the course of providing services, HP GEOTECH may at its option terminate further services on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of HP GEOTECH, HP GEOTECH may at its option terminate this contract.

MOLD or OTHER BIOLOGICAL CONTAMINANTS (MOBC): HP GEOTECH's services do not include determining the presence, prevention or possibility of MOBC developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted.

INVOICES: HP GEOTECH will submit invoices to the client monthly and a final bill upon completion of services. Unless otherwise noted, fees will be based on the prevailing Fee Schedule in effect when the services are performed. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a late fee of \$30.00 or one and one half percent (1.5%) per month (whichever is the greater) on past due accounts including all costs of a collection agency. Client also agrees to pay, in addition to judgement or settlement sums due, all costs and expenses including court costs, reasonable attorney's fees and staff time computed according to HP GEOTECH's prevailing Fee Schedule incurred by HP GEOTECH relating to collection procedures on overdue accounts.

OWNERSHIP OF DOCUMENTS: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by HP GEOTECH as instruments of service shall remain the property of HP GEOTECH. HP GEOTECH shall retain all common law, statutory and other reserved rights, including the copyright thereto.

SAMPLES: HP GEOTECH will retain all soil and rock samples that are transported to HP GEOTECH's laboratories until submission of the project report. Further storage or transfer of samples can be made at client's expense upon written request.

DISPUTE RESOLUTION: All claims and disputes between HP GEOTECH and client arising out of or in any way related to this Agreement will be submitted to mediation before and as a condition precedent to other remedies provided by law.

VENUE: If a dispute at law arises related to the services provided under this Agreement then the claim will be brought and tried in a Court of competent jurisdiction in the county where HP GEOTECH's principal place of business is located.

NO THIRD PARTY BENEFICIARIES: Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either HP GEOTECH or client.

TERMINATION: In the event of termination of the Agreement by either party, the client shall within fifteen (15) calendar days of termination pay HP GEOTECH for all services rendered and all reimbursable costs incurred by HP GEOTECH up to date of termination, in accordance with the payment provisions of this Agreement. HP GEOTECH shall have no liability to the client and the client agrees to make no claim for any delay or damage as a result of such termination caused by any breach of this Agreement by the client.

Effective January 1, 2015



aec

Architectural Engineering Consultants, Inc.

Mechanical, Electrical, & Lighting Design Services
An Office with LEED™ Accredited Professionals

Mr. Jeff Spanel
Intermountain Engineering
P.O. Box 978
40801 US Hwy 6, Ste 203
Avon, CO 81620
jspanel@inter-mtn.net

January 29, 2015

Reference: Minturn Street Lighting
Lighting Design and Electrical Engineering Services Proposal

Dear Jeff,

Thank you for the opportunity to sit and review the future street lighting with yourself, The Town Manager Willy Powell and Janet Hawkinson the Town Planner. From that meeting we'd understand the following priorities and concerns;

1. Want to meet keep to downcast lighting and cut off type light fixtures.
2. Solar light fixtures are a consideration but may add to the clutter and may not be effective.
3. LED lighting would be primarily used for energy efficiency, lower maintenance and good light distribution.
4. We would like to keep between a 15' to 20' pole. We may have different pole heights, lower at residential area.
5. We may also look at control systems that can dim lighting at the residential areas or dim light after certain hours.
6. One difficulty will be locating pole lights and not having them crowd the sidewalks. This may only be a problem at the sidewalk in front of Sticky Fingers Bakery and Minturn Steak House. There we may look towards setting building mounted lights.

Thank you for your consideration; we look forward to hearing from you soon.

Project Description:

This is a streetscape project of Highway 24 through Minturn, extending from Williams Street intersection to the Toledo Avenue intersection. This scope would also include planning for lighting up the bridge at North Main Street.

40801 US Hwy 6 & 24, Suite 214, Eagle-Vail, CO 81620 Post Office Box 8489, Avon, CO 81620
phone: 970-748-8520 email: stan@aec-vail.com web: www.aec-vail.com

Scope of Work:

A. Lighting & Electrical Design Services

1. Design the electrical power systems for the project, including:
 - a) Plan convenience power outlets.
 - b) Plan special events power at Minturn Steak Club parking area.
 - c) Power to lighting.
2. Provide planning for street lighting as follows:
 - a) Select pole and light fixture. We will have one fixture and pole for street lighting.
 - b) Select light fixture at bridge on North Main Street.
3. Design the lighting circuiting and controls.
4. Plan the electrical distribution. Complete load, short circuit and voltage drop calculations. Provide panel schedules and one-line diagram.

B. Landscape highlighting

We are providing a budget for this work. When we receive the landscape details we can review and confirm we'll be able to meet this budget.

1. Provide lighting design to highlight 2-3 landscape areas at the entrance of the town.
2. Plan power and control independent of street lighting.

C. Construction Administration Services

Construction administration services will be completed hourly as required. We normally recommend the following for a project of this scope:

1. Shop drawing review.
2. Respond to contractor questions and assist in clarification of construction documents.
3. Provide (1) construction site visit and (1) final punch list.

Meetings & Drawing Issuances Planned:

1. During the design phase we will have two meetings or site visits planned at this time. The time for travel to and from the meetings are included in our fees. Mileage for travel outside of the Minturn/Avon/Vail area will be billed as a reimbursable expense.
2. We will plan for (2) progress drawings and (1) final construction drawing issuance.
3. If additional meetings, drawing issuances, or site visits are requested, our time will be charged hourly.
4. The mechanical and electrical systems listed above shall be presented in AutoCAD 2012 format with performance specifications included on the drawings. These documents shall be stamped and signed with a licensed State of Colorado professional engineer's seal.
5. We have planned for a limited number of background updates in our proposed fee. We will endeavor to work together with you to make these updates in a timely and efficient manner corresponding to our progress and final drawing issuances. However, should significant revisions to the design or floor plans occur which requires substantial rework of the MEP systems; we may have to request additional fees before proceeding.

Exclusions:

The General Scope of Design Services described in this proposal excludes the design of the following systems (these systems are either not requested or not required for this project, or the design is to be accomplished by others):

- Documentation of cost reduction proposals by contractors
- Detailed construction cost estimates

Compensation:

Our fee for the design scope of work described will be a fixed fee as scheduled below. Construction administration services will be billed at our standard hourly rates.

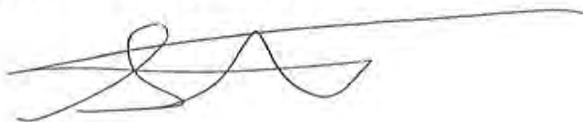
A. Street Lighting (fixed)	\$ 5,800.00
B. Landscape Lighting (fixed fee budget estimate)	\$ 2,800.00
F. Construction Administration (billed hourly)	\$ hourly
<u>Total all scopes except CA</u>	<u>\$ 8,600.00</u>

Reimbursables for mileage, prints and shipping will be billed at our cost as required throughout the project. The cost for reimbursable are not included in our fees, please ask if an estimate is required.

Hourly Rate Schedule:

<u>Position:</u>	<u>Hourly Rate:</u>	<u>Discounted Hourly Rate</u>
Principals	\$ 145.00	\$ 125
Senior Project Engineer	125.00	110
Project Engineer	110.00	90
Designer	90.00	80

Sincerely,
Architectural Engineering Consultants



Stanton O. Humphries, PE
Principal, Electrical

Contract Form:

This proposal can be converted to a contract with an authorized signature and by including by reference the Standard AIA C401 Architect/Engineer's contract modified by the following:

1. The fee structure and scope of work for the project is as noted above. If there are changes in scope, our fee may have to change.
2. Please note the construction administration services are limited. Even though continuous observations of construction cannot assure that the Project is perfect, limited observations definitely limit the consultant's opportunity to observe discrepancies and thus must further limit his liability exposure.
3. We do not anticipate the use of any consultants beyond our own staff. If the project indicates a need for special consultants, we will discuss this with you and agree on additional fees prior to any commitment with outside consultants.
4. The only reimbursable expenses we anticipate will be for reproductions, special courier charges, and travel beyond Avon.
5. We will submit our bill before the first of the month and expect payment within thirty (30) days. If payment has not been received within 30 days, we must charge interest at 1.5 % per month.
6. The total liability of Architectural Engineering Consultants due to our negligent acts, errors, and omissions shall not exceed \$1,000,000.00.
7. Unforeseen conditions are not anticipated in our proposal. This includes additional services required because of changes to or variations in regulatory interpretations, which are beyond our control. Our designs will be based on the current Uniform Codes with local revisions.
8. You may terminate this agreement at any time with or without cause by giving us (5) days prior written notice. Should you terminate Architectural Engineering Consultants, we will be paid for all services rendered and all costs incurred up to the date of notification.
9. If there is a project sign, we request that our name be included.
10. Should there be any dispute concerning our work, we request that mediation methods be used to resolve it as quickly as possible in accordance with the laws of the State of Colorado.
11. We shall not be liable for any consequential damages incurred regardless of the nature of the fault or who committed it. Consequential damages include, but are not limited to loss of use and costs of delays.

This agreement constitutes the full and entire agreement with the understanding that we are to perform our services to the standard of care of those in our profession providing equivalent services in this area.

ACCEPTED:

Date

Print Name

Company



A Proposal For Landscape Architectural Services

Date: December 12, 2014

To: Jeff Spanel
Intermountain Engineering

Project: Town of Minturn
Town Entryway and 100 Block of Main Street
Minturn, Colorado

Thank you for the opportunity to submit this proposal for landscape architectural services. Included in this proposal are complete landscape development studies and construction documents.

I. Scope Of Work

Ceres+ proposes to provide Landscape Architectural Services to include the design and/or study of the following elements:

- a. Development of the Town entry to incorporate signage in character with the Town identity, and landscape treatments to provide a welcoming and enhanced scene at the entry.
- b. Landscape treatments to help define and highlight the street intersections.
- c. Streetscape enhancement with native landscape treatments and permeable surfaces.

II. Service

- A. **Conceptual Design.** Upon review and analysis of all existing and gathered site drawings, conceptual design studies will be prepared to develop the site entry elements, schematic design details and planting concepts. Two concepts may be developed to demonstrate varying forms, sizes and organization of the entry signage elements and planting themes. With these drawings as a basis for discussion, meetings with the appropriate authorities and review boards will be held to analyze and review the design concepts.

B. Town of Minturn Submittals/Construction Documents. These drawings will be a further iteration of the conceptual design drawings and will include necessary revisions based upon review and discussion. These documents will provide details and specifications as appropriate in order to identify methods and materials required to construct the individual site elements such as signage, walls, planting, irrigation and the like for permit issue, bidding and construction. Coordination with project consultants is included with this service. These documents shall conform to applicable codes and the requirements of all government agencies having jurisdiction. Structural engineering design for the entry sign area is included as part of this proposal. The following drawings will be provided as part of the construction documents:

- a. **Planting Plan.** This plan will specify the location, size, quantities, botanical and common name for all proposed plant material. All existing plant material to be removed, preserved or transplanted will also be identified.
- b. **Irrigation Plan.** Ceres+ will prepare irrigation design documents setting forth explicit and concise methods of construction and installation for an underground irrigation system that will provide efficient and proper watering of the landscape areas including: head layout, pipe sizing and layout, valve sizing and layout.
- c. **Construction Details.** These details will provide plans, sections, elevations and dimensions of the individual elements of the site such as signage, walls, paving patterns and the like.

III. Compensation For Services.

A. Fee Schedule

The above scope of services will be provided on a time-spent basis not to exceed the total sum of \$7,750, (Seven Thousand Seven Hundred Fifty Dollars).

A. Conceptual Design Studies	\$ 2,000.00
B. TOM Submittals/Construction Documents	\$ 5,750.00
1. Design Studies	\$ 500.00
2. Planting Plan	\$1,000.00
3. Irrigation Plan	\$1,000.00
4. Sign/Entry Details	\$2,500.00
5. Color Renderings	\$ 750.00

Hourly rates for the above scope of services, construction administration and supervision, or additional work are as follows:

	(This Project)	(Typical)
Principal Landscape Architect	\$110.00	\$155.00
Associate Landscape Architect	\$ 95.00	\$120.00
Landscape Designer	\$ 65.00	\$ 95.00

B. Reimbursable Expenses

Reimbursable expenses are in addition to the compensation for work and include expenses incurred in the interest of the project for:

1. reproductions of base information and drawings;
2. commercial carrier for shipping of documents;
3. fees paid for submittal of review committees and any other authorities having jurisdiction over the project;

These expenses will be invoiced at our direct cost with no mark up.

IV. Additional Work

Any additional work requested by the client will be billed on a time-spent basis, or lump sum amount as agreed upon. If the scope of the project or the services required be changed materially, the amounts of compensation shall be equitably adjusted.

If this proposal meets with your agreement, please sign below and return one copy for our files.

Respectfully Submitted,

Ceres Plus, LLC
Scott J. Sones, Principal

Accepted By: _____ Date: _____



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

January 28, 2015

Mr. Jeff Spanel, PE
Inter-Mountain Engineering
PO Box 978
40801 US Highway 6, Suite 203
Avon, CO 81620

RE: Proposal for Professional Services
Main Street Pedestrian Crossing in Minturn

Dear Mr. Spanel:

We appreciate being asked to participate in the Main Street planned in Minturn. From our discussion, our role would primarily be one of review and recommendations to improve the design that your office will prepare. We proposed the following tasks:

1. Coordinate with project team. This will primarily be completed via phone, emails, and one meeting to be held in Eagle County.
2. Assemble readily available data including traffic counts and accident statistics. We anticipate that the source will primarily be CDOT. The data will be analyzed to the extent they are available, and results (depending on their nature) of the analysis may be used to offer recommendations to the design.
3. Identify and screen alternative pedestrian crossing treatments for consideration. Traditional means as well as unique treatments will be identified for consideration. Screening of different options will be conducted with the project team and be based on variety of considerations including context of the downtown area and adherence to applicable traffic engineering standards.
4. Review design plans and advise with respect to:
 - a. Main Street/Bellevue Bridge/Eagle Street intersection configuration.
 - b. General traffic signing and striping associated with the improvements and adherence to applicable traffic engineering standards
 - c. Advance warning measures aimed at drivers entering town from the north.
5. Assess the nature of driver sight distance upon entering town from the north. This will be a consideration in determining the appropriate measures for the pedestrian cross-walk and advance driver warning.

We estimated the cost of the above tasks to be \$6,611. This budget is based on the modified rates for Minturn efforts. The following table shows our fee on a task by task basis:

Minturn Main Street Highway Delineation and Pedestrian Crossing

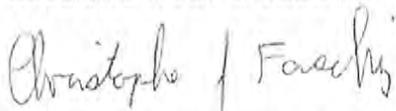
Fee Estimate Table

Task	Principal II Fasching	Sr. Engineer Lang	Engineer III Wilcox	Graphics/ Admin	Totals
	\$185/hr	\$153/hr	\$103.5/hr	\$72/hr	
Task 1 – Coordination	12			2	\$2,364
Task 2 – Assemble Available Data		4			\$612
Task 3 – Ped Crossing Alts/Screening	2	4	8		\$1,810
Task 4 – Review Design Plans	1	2	4		\$ 905
Task 5 – Driver Sight Distance		2	4		\$ 720
Labor Subtotal	11	10	16	2	\$6,411
Other Direct Costs					\$200
Total Traffic Study					\$6,611

We are prepared to begin this effort immediately and we would anticipate a 4 to 6 week process in conjunction with other project activities. Please use this letter as an attachment to our contract. If you have any questions please feel free to call.

Sincerely,

FELSBURG HOLT & ULLEVIG



Christopher J. Fasching, PE, PTOE





March 5, 2015

Jeffery M. Spanel
Inter-Mountain Engineering
PO Box 978
40801 US Highway 6, Suite 203
Avon, CO 81620

Re: Proposal for Structural Engineering Services
Minturn Light Pole Structure

Dear Jeff:

I am pleased to present this proposal for structural engineering and design services for the Town of Minturn's light pole structure project. I have included a scope of work based on review of the drawings you sent on 3/2/2015.

The proposed structural engineering scope of work is described as follows.

- Light pole base design for 20 foot tall cobra head fixtures at the main intersections.
- Light pole bases for 15 foot tall pedestrian lighting.
- Provide design options for attaching two poles to the existing bridge. Evaluate the options of attaching light fixtures directly to the bridge railing and pole lights at each end of the bridge (either to the existing abutment structure or just beyond and independent of the bridge structure)

Estimated Cost:

The estimated cost for scope of services described above is \$1,500.

This estimate is conditioned by the following assumptions and exclusions.

- A structural analysis of the existing bridge is not included.
- Construction observations, and support during construction phase may be provided but are not included in the estimate.
- Drawings will be provided in pdf format to be transmitted electronically. Reproduction is not included.
- Light pole drawings will be provided by you of the Town.
- Soils engineering will be provided by others.

General Provisions of the Agreement are provided as part of this letter proposal. If you agree please sign and return for execution and I will begin work immediately.

If you have questions about this proposal or would like any additional information, please contact me. Thank you for the opportunity to present this proposal.

Sincerely,

W. Sean Kerrigan, P.E.
Kerrigan Engineering, Inc.

Engineering Design Services Agreement

Date: March 5, 2015

Client: Jeffery M. Spanel
Inter-Mountain Engineering

Engineer: Kerrigan Engineering, Inc.

Project: Structural Engineering Design Services for Town of Minturn's light pole structures as part of the street-scape project. The scope of services is described in letter proposal dated March 3, 2015 and is a part of this agreement.

Services shall be rendered in accordance with standard accepted engineering practices and the following General Provisions.

BASIC SERVICES OF ENGINEER

ENGINEER shall perform for **CLIENT** professional engineering services, in all phases of the Project to which this Agreement applies as provided in the letter proposal. These services will include serving as **CLIENT**'s professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary design and consulting services incidental thereto.

ADDITIONAL SERVICES OF ENGINEER

Normal and customary engineering services do not include services in respect of the following categories of work which are usually referred to as Additional Services.

If **CLIENT** wishes **ENGINEER** to perform any of the following Additional Services, **CLIENT** shall so instruct **ENGINEER** in writing, and **ENGINEER** shall perform or obtain from others such services and will be paid therefore as provided in the Letter Agreement:

- Furnishing the services of independent professional associates or consultants for other than Basic Services.
- Services during out-of-County travel.
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.
- Providing construction oversight services, testing or inspections unless specifically indicated in the scope of work letter proposal.

CLIENT'S RESPONSIBILITIES

CLIENT shall provide all criteria and full information as to **CLIENT'S** requirements for the Project; designate a person to act with authority on **CLIENT**'s behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER**'s submissions; and give prompt written notice to **ENGINEER** whenever **CLIENT** observes or otherwise becomes aware of any defect in the work.

CLIENT shall also do the following and pay all costs incident thereto:

- Document reproduction.

MEANING OF TERMS

Engineering Design Services Agreement

As used herein the term "this Agreement" refers to the Letter Proposal to which these General Provisions are attached, as if they were part of one and the same document.

Reimbursable Expenses mean the actual expenses incurred by **ENGINEER** or **ENGINEER's** independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items, and if authorized in advance by **CLIENT**, overtime work requiring higher than regular rates.

MISCELLANEOUS

Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by **ENGINEER** (and **ENGINEER's** independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and **ENGINEER** shall retain an ownership and property interest therein whether or not the Project is completed. **CLIENT** may make and retain copies for information and reference in connection with the use and occupancy of the Project by **CLIENT** and others; however, such documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants, and **CLIENT** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **CLIENT** and **ENGINEER**.

Provisions Concerning Payments.

ENGINEER shall invoice for work completed at approximate intervals of once per month in accordance with the amounts indicated in the letter proposal or as subsequently agreed upon in writing for additional work. If **CLIENT** fails to make any payment due **ENGINEER** for services and expenses within thirty days after receipt of **ENGINEER's** invoice therefor, the amounts due **ENGINEER** will be increased at the rate of 1 1/2% per month from said thirtieth day, and in addition, **ENGINEER** may, after giving seven days' written notice to **CLIENT**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

If it becomes necessary for **ENGINEER** to pursue legal action to collect any outstanding balance, it is agreed that the **CLIENT** is responsible for payment of all reasonable attorney's fees and collection fees that may be incurred.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, **ENGINEER** will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

Controlling Law.

Engineering Design Services Agreement

This Agreement is to be governed by the law of the principal place of business of **ENGINEER**.

Successors and Assigns.

CLIENT and **ENGINEER** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **CLIENT** and **ENGINEER** (and the assigns of **CLIENT** and **ENGINEER**) are hereby bound to the o

ACTION ITEMS REPORT

From: Town Manager
18-Feb-14

Action Item	Responsible staff	Status
Eagle River Park Grant "History Walk in the Park" and bathrooms	Hawkinson	bathrooms delivered March 5 Design for educational portion beginning
Rec Property Clean-up	Martinez	berm constructed. Continue grading, cleanup and beautification lease lot cleaned up, need road with rotomill, leasing
Boneyard	Hawkinson	slash piles cleaned, VSSA and boy scouts site plan reviewed by PZ on 1/15, Council County has given comments on site plan, mgmt plan
Little Beach Park perfect ownership	Powell Sawyer	quiet title action has been filed
Memorialization Guidelines	Metteer	staff presented Jan. 21
Minturn Fitness Center	Powell Rosenfeld Bidez	achieve property tax exemption--application is submitted achieve 501.c.7 non-profit status
Minturn Education Fund	Powell Bellm	achieve 501.c.3 non-profit status scholarship notice posted, submittals by April 10 remaining town funds deposited into MEF account
Zoning Code Amendments	Hawkinson Powell Sawyer	phase 1 complete and adopted by Council phase 2 schedule to be decided
Guide Sign Plan	Metteer	staff presentation on April 1 Take to CDOT for approval
Water Rate Structure and Rates	Powell water committee	continued discussion on April 15 Potential Amendments to Water Ordinance