



2016

# Minturn Council Meeting

Wednesday April 20, 2016

**Work Session:** **5:00pm**  
**(Town Center)**

**Regular Session:** **6:30pm**  
**(Town Center)**



## **Agenda**

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

**Wednesday April 20, 2016**

**Work Session – 5:00pm**  
**Regular Session – 6:30pm**

**MAYOR – Matt Scherr**  
**MAYOR PRO TEM – Earle Bidez**

**COUNCIL MEMBERS:**

Terry Armistead  
Harvey Craig  
Sidney Harrington

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 – 5:00pm**

- Parking Sign Review – Cusack/Martinez Pg 4
- Legal Training – Sawyer/Brunvand
- Review of Professional Service Agreement – Sawyer/Hawkinson 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**

- April 6, 2016 Pg 6

4. **Public comments on items, which are NOT on the agenda (5 minute time limit per person)**
5. **Special Presentations**
  - Vail Valley Mountain Bike Association grant update and project status – Metteer
  - Events Update - Metteer
  - Committee Report
    - Economic Development Advisory Council Update - Metteer

## PUBLIC HEARINGS AND ACTION ITEMS

6. **Discussion/Action Item: Discussion and direction to award a Professional Services Agreement to provide engineering services for sidewalks from Toledo to Maloit Park Project – Hawkinson/Inter-Mtn Eng/Solfus** Pg 12
7. **Discussion/Action Item: Resolution 09 – Series 2016 consideration of a Resolution to approve a license agreement with Minturn Realty – Hawkinson/Sawyer** Pg 55

## COUNCIL AND STAFF REPORTS

8. **Town Planner**
  - Phase II Entryway Project
  - Sticky Fingers Sign Approval Pg 61
  - Design Guideline's Rewrite
  - Master Plan-2016
    - Eagle County Plan4Health Grant Pg 62
9. **Town Manager**
  - Manager's Report
    - Update on Vacant Council Seats – Brunvand Pg 70
  - Action Report Pg 74
10. **Town Council Comments**
  - Board Retreat – Scherr
11. **Town Attorney**

## EXECUTIVE SESSION

- 12. Executive Session: An executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under CRS Section 24-6-402(4)(e) and to discuss the purchase, acquisition, lease, transfer or sale of real, personal or other property interest under CRS Section 24-6-402(4)(a) – Dowd Junction.**

## FUTURE AGENDA ITEMS

**13. Next Meeting – May 4, 2016**

- Council board and sub-committee positions – May 4, 2016

**14. Future Meetings:**

- Work Session – Review of Job Descriptions – Powell
- Work Session on housing – Hawkinson
- Clear Vision areas on Town street corners – Hawkinson
- Consideration of Resolution 07 – Series 2016 a Resolution approving Variance Request 16-01 at 386/392 Taylor St. – Hawkinson

**15. Set Future Meeting Dates**

a) Council Meetings:

- May 4, 2016
- May 18, 2016
- June 1, 2016

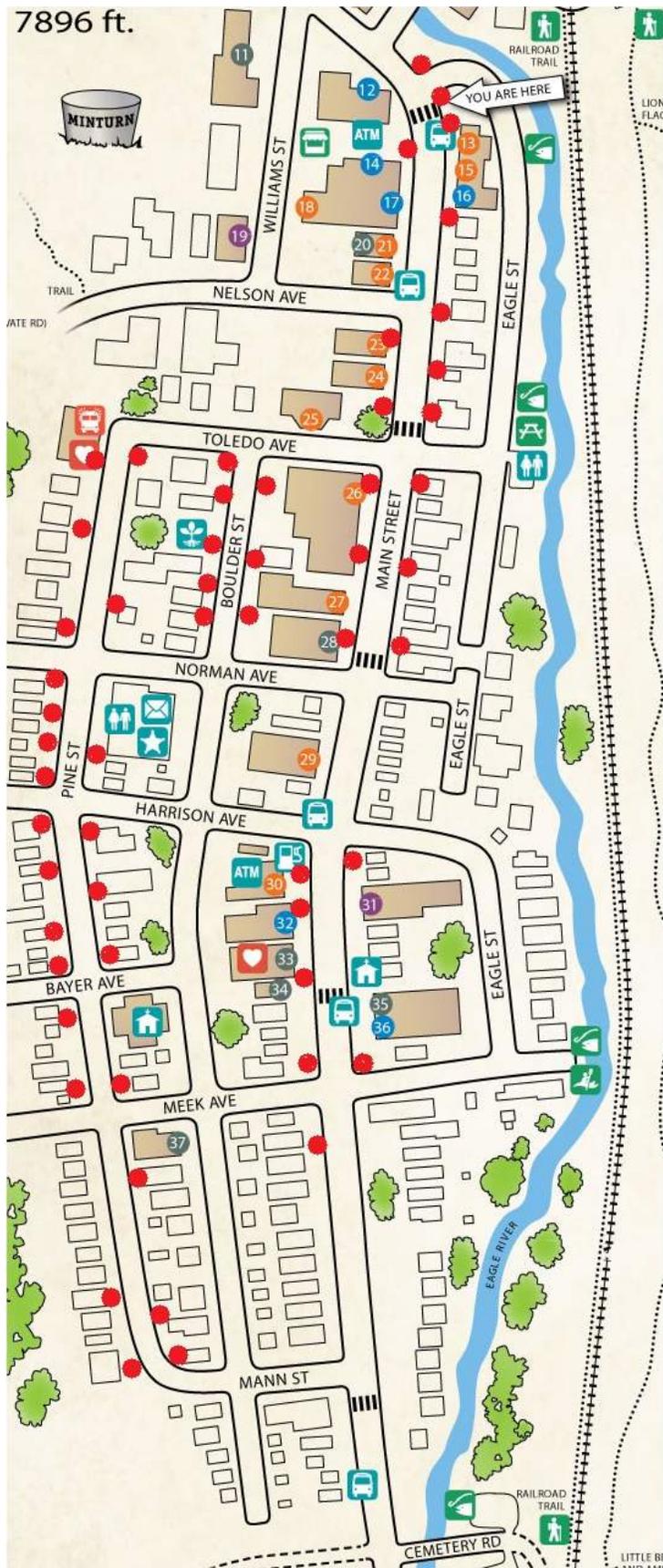
b) Planning & Zoning Commission Meetings:

**16. Other Dates:**

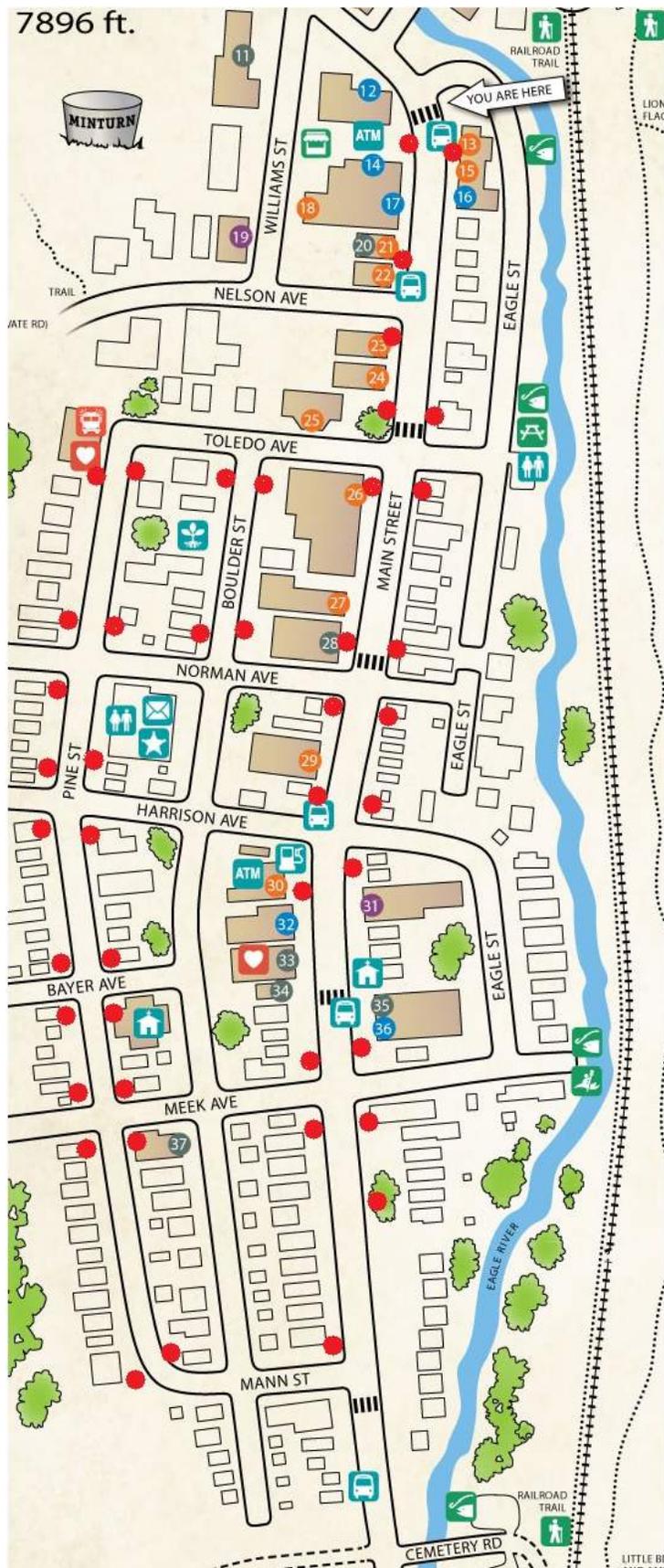
- Town Cleanup Day – June 4, 2016

**17. Adjournment**

7896 ft.



7896 ft.





## **Official Minutes**

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

**Wednesday April 6, 2016**

**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**

- Council transition discussion – Sawyer/Brunvand
  - Staff Introductions
  - Council Orientation
  - Parliamentary Procedure (Res 41-2008)
  - Liquor License Procedure Summary

### **Regular Session – 6:30pm**

#### **1. Call to Order**

The meeting was called to order by Mayor Hawkeye F. at 6:30pm.

- Roll Call

Those present included: Mayor Hawkeye Flaherty and Town Council members, George Brodin, Matt Scherr, Earle Bidez, Johnnie Rosenfeld, and Shelley Bellm. Note Shelley B., Jason Osborne was excused absent.

Staff present: Town Clerk/Treasurer Jay Brunvand, Deputy Clerk/Econ Michelle Metteer, Town Planner Janet Hawkinson, and Town Attorney, Michael Sawyer.

- Pledge of Allegiance

John R., George B., and Hawkeye thanked the Town for the privilege of service.

## **2. Swearing in of Mayor and Council Elect – Hon. Judge T. Quinn**

Judge Quinn swore in the Council Members Elect Terry Armistead, Sidney Harrington, and Harvey Craig and then swore in Mayor Elect Matt Scherr.

- Appoint Mayor Pro Tem – Council

The new Council members were seated. Those present included: Mayor Matt Scherr and Town Council members, Harvey Craig, Terry Armistead, Earle Bidez, and Sidney Harrington. Note Jason Osborne was absent excused.

Matt S. thanked the outgoing council for their work.

Matt S. nominated Earle B. for the appointment of Mayor Pro Tem.

Motion by Terry A. second by Sidney H. to appoint Earle B. as Mayor Pro Tem. Motion passed 5-0. Note Jason Osborne was absent excused.

## **3. Approval of Agenda**

- Items to be Pulled or Added

Motion by Earle B., second by Terry A., to approve the agenda as presented. Motion passed 5-0. Note Jason Osborne was absent excused.

## **4. Approval of Minutes**

- March 16, 2016

Motion by Earle B., second by Sidney H., to approve the minutes of March 16, 2016 as presented.

## **5. Liquor License Authority**

- Sticky Fingers Café approval of a new Hotel and Restaurant Liquor license; 132 Main St.; Sage Peirson Owner/Manager – Brunvand

Public Hearing was opened.

Staff presented the background and merits of the license and recommended approval.

Ms. Sage Pierson, Sticky Finger's, spoke and answered any questions.

Public Comment:

Mr. Michael Cacioppo, Business Briefs, spoke in support of the application.

Public Hearing Closed.

Motion by Earle B., second by Terry A., to approve the application for Sticky Fingers Café approval of a new Hotel and Restaurant Liquor license; 132 Main St.; Sage Pierson Owner/Manager as presented with the following findings and conditions. Motion passed 5-0. Note Jason Osborne was excused absent.

- That the Notice of Public Hearing on this matter was posted on the premises by the Town Treasurer on Wednesday March 23, 2016 at least 10 days prior to the hearing, and the publication for the hearing was published in a newspaper of general circulation on March 24, 2016 at least 10 days prior to the Public Hearing.
- That the selling liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- That pursuant to C.R.S. 12-47-313(1)(d) – Restrictions for applications for new license, the physical location where the applicant proposes to exercise the privilege of selling liquor at the retail store, does not appear to be within 500 feet from any public or parochial school or principal campus of any college, university, or seminary.
- That Minturn Police Dept/ECSO has conducted a background investigation on the listed owner(s). This investigation was not able to identify any conditions or information, which in and of itself would forbid the approval of the applicant's license. However, the following considerations will be attached to the approval:
  - The applicant's fingerprints are still being reviewed by the CBI and the FBI and it is foreseeable this process will not be completed in a timely manner. Staff has performed a background check using available resources and is comfortable recommending approval. In the event the applicant fingerprints are returned indicating sufficient reason to dispute good moral character the license will be forfeited.
  - The Local Liquor Authority has duly emphasized the requirement of operating an orderly establishment as related to noise and or live entertainment and the wellbeing of the neighborhood.
  - Staff recommends the establishment maintain server training certification on all servers.

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

Ms. Liz Hubbert, 512 Main St., asked for information on a Code Compliance Officer. The Town does not have a Code Compliance Officer. Complaints are handled by the Planning Office and the Police Department. She asked this to be addressed. Discussion ensued on enforcement and standards.

Mr. Michael Cacioppo, spoke to if the Council should comment on the public comment given. He stated citizens speak in Public Comment in order to participate and be involved, they should be replied to and they should be listen to. Mr. Cacioppo also thanked the outgoing Council Members.

## **7. Special Presentations**

- Committee Report

# **PUBLIC HEARINGS AND ACTION ITEMS**

## **8. Discussion/Action Item: Discussion and direction to award construction contracts for Phase II Entryway Project – Hawkinson/Inter-Mtn Eng**

Janet H. updated the Council on the project. Marty G., Inter Mountain Engineering, outlined the technical aspects of the project. It was recommended by the Council that notice of the construction be given to CDOT and the Town of Leadville to warn travelers of the road construction. Discussion ensued as to the grants that have been received. Janet H. introduced Mr. Albert Quintana, ICON Inc, who will be doing the construction road work. Janet H. reviewed the accommodations that have been made to the local business owners and how this project is being worked to enhance their properties.

Motion by Earle B., second by Terry A. to approve and award the construction agreement for Phase II to Icon Inc and to instruct the Town Manager to sign the agreement upon CDOT approval as presented. Motion passed 5-0. Note Jason Osborne was excused absent.

# **COUNCIL AND STAFF REPORTS**

## **9. Town Planner**

- Planner Report
  - A) Entry Project Design
  - B) Minturn Code Re-write Phase II
    - Phase I: residential code changes and diagrams, resolution passed, 2015
    - Phase II:
      1. Old Town Commercial Zoning Codes

Earle B. recommended this be worked with the Planning Commission to get the best results and maintain the atmosphere of the Main Street character. Janet H. stated the goal would be to better

define the area to better protect the character. Harvey C. asked about and encouraged the historical value of the Old Town Area and recommended this be considered.

2. Appendix B Design Standards & Guidelines – Commercial Guidelines
  3. Article 16 – PUD’s
  4. Subdivisions – Chapter 17
- C) Town Master Plan

#### **10. Town Manager**

- Manager’s Report

Jay B. updated the Council on several items in the Manager’s absence.

Jay B. and Mike S. updated the Council on one vacancy caused with the election to Mayor of Matt S. and possibly one other. Options were outlined and direction was requested from Council. Mike S. stated we should put this in to the Community and request Letters of Interest. Matt S. recommended Town Public Posting boards, the website, and in the newspaper.

- Action Report

#### **11. Town Council Comments**

Earle B. wished farewell to the outgoing Council members for their service to the Town and welcomed the newly elected members.

All agreed with the fond sentiments.

It was noted two council openings and two Planning Commissioner openings.

#### **12. Town Attorney**

### **EXECUTIVE SESSION**

**13. Executive Session: An executive session for the purpose of discussing specific legal questions with the attorney for the purposes of receiving legal advice under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under CRS Section 24-6-402(4)(e) – Battle Mountain Resorts/Crave Communities Corp and for Eagle River Properties v. Town of Minturn Case No. 15CV30293– Powell/Sawyer**

Motion by Sidney H., second by Earle B., to convene in executive session for the purpose of discussing specific legal questions with the attorney for the purposes of receiving legal advice under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to

matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under CRS Section 24-6-402(4)(e) – for Eagle River Properties v. Town of Minturn Case No. 15CV30293. Motion passed 5-0. Note Jason Osborne was excused absent.

## FUTURE AGENDA ITEMS

### **14. Next Meeting – April 20, 2016**

- Work session on legal training – Sawyer
- Update on council appointment process

### **15. Future Meetings:**

- Council board and sub-committee positions – May 4, 2016
- Work Session – Review of Job Descriptions – Powell
- Work Session on housing – Hawkinson
- Clear Vision areas on Town street corners – Hawkinson
- Consideration of Resolution 07 – Series 2016 a Resolution approving Variance Request 16-01 at 386/392 Taylor St. – Hawkinson

### **16. Set Future Meeting Dates**

a) Council Meetings:

- April 20, 2016
- May 4, 2016
- May 18, 2016

b) Planning & Zoning Commission Meetings:

### **17. Other Dates:**

### **18. Adjournment**

In that there was no further business the meeting stood adjourned at 10:33pm.

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Matt Scherr, Mayor

ATTEST:

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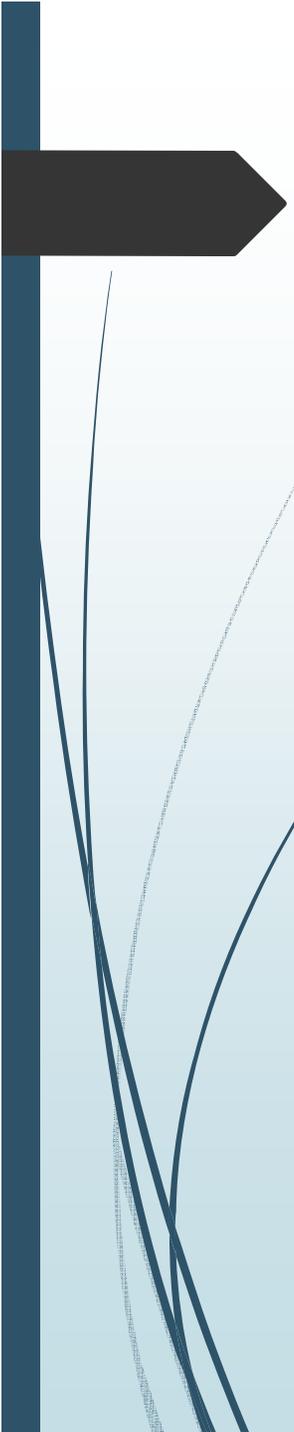
Town Clerk, Jay Brunvand

# US Highway 24 Pedestrian and Drainage Improvements



**Michelle Hansen, PE**  
**Stolfus & Associates, Inc.**

**Stolfus**

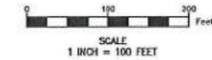


# Project Segments

- Segment 1 – Toledo Avenue to Cemetery Rd
  - Improvements: Curb, gutter, and sidewalk on both sides
- Segment 2 – Cemetery Rd to Boneyard
  - Improvements: Detached trail on one side
- Segment 3 – Boneyard to Maloit Park Rd
  - Improvements: Widened shoulders for bicycle traffic



SEGMENT I – TOLEDO AVENUE TO CEMETERY ROAD (~3,000')  
 PROPOSED CONCRETE CURB, GUTTER, AND SIDEWALK ON BOTH SIDES OF MAIN STREET



SEGMENT II – CEMETERY ROAD TO BONEYARD OPEN SPACE PROPERTY (~3,200')  
 PROPOSED DETACHED BIKE PATH ON BOTH SIDES OR ONE BIKE PATH ON WEST SIDE

NO.	DATE	REVISION	BY

**Inter-Mountain ENGINEERING**  
 CIVIL ENGINEERS & SURVEYORS  
 4600 S. BEVERLY PARKWAY, SUITE 106, CENTENNIAL, CO 80111 PH: (303) 440-4520  
 4600 S. BEVERLY PARKWAY, BOX 278, ANCON, CO 80511 PH: (303) 440-9072

**CLIENT:** TOWN OF MINTURN  
 This document was prepared for the exclusive use of the Client specified herein. The use of this document for any other purpose, including but not limited to, reproduction, distribution, or any other use, without the written consent of Inter-Mountain Engineering & Surveyors is strictly prohibited. This document and any information contained herein shall be void and of no effect if it is used for any other purpose within one year of the date thereof. Use after that period is not authorized.

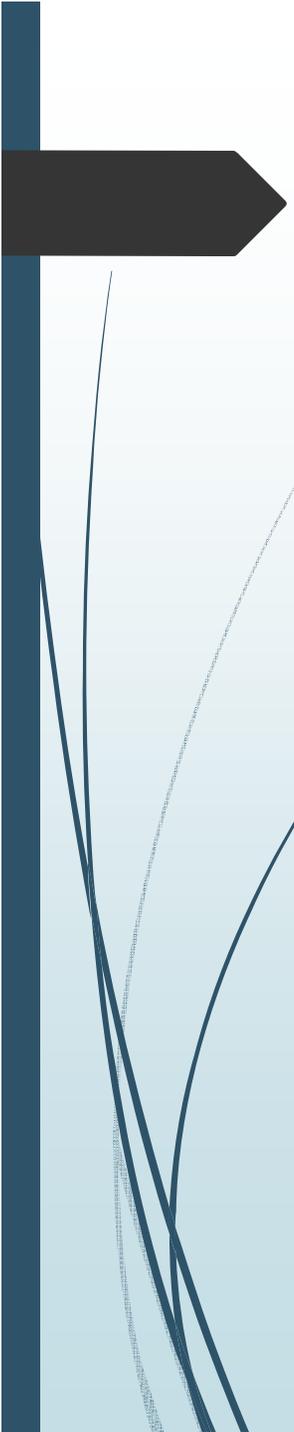
**PROPOSED ROAD IMPROVEMENTS**  
 TOWN OF MINTURN  
 TOLEDO STREET TO MALOIT PARK ROAD  
 EAGLE COUNTY, COLORADO

DESIGNED BY:  
 DRAWN BY: SPF  
 CHECKED BY: SPF  
 DATE ISSUED: 11-20-15  
 PROJECT NO.: 15-0022  
 SHEET NO.: 1 OF 2



# Scope of Work

- Work Element 1 – Project Administration/Mgmt
  - Project administration, management, coordination
  - Invoicing
- Work Element 2 – Initial Project Meeting
  - Meeting with Town, CDOT, Consultant Team to Kick-off Project
  - Confirm scope of work, project schedule, design approach
- Work Element 3 – Survey & ROW
  - Supplemental Survey by Intermountain Engineering (supplement CDOT's resurfacing survey)
  - \$30,000 Placeholder for ROW plans and Ownership Map, if needed
    - Existing ROW established by CDOT's resurfacing project

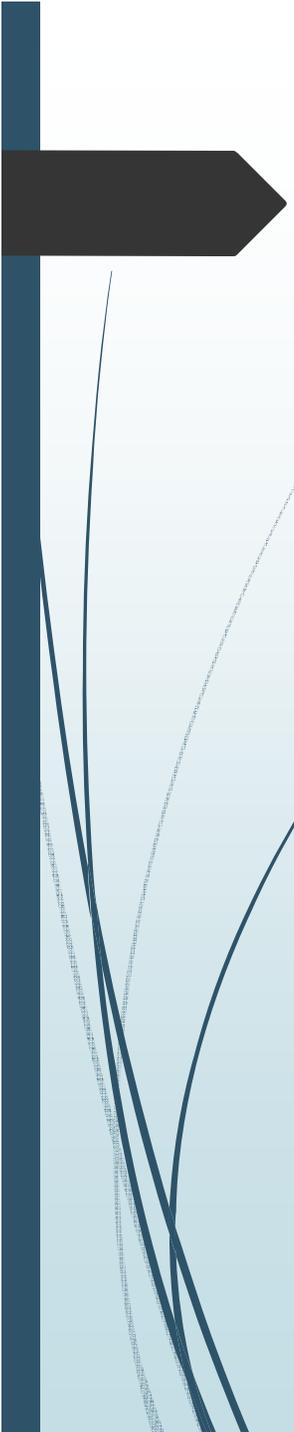


# Scope of Work

- Work Element 4 – Materials Investigation
  - Wall foundation recommendations, if needed
  - Pavement section recommendations based on existing data
  - Conducted after preliminary design by Shannon & Wilson
- Work Element 5– Sidewalk and Roadway Design
  - Conceptual Design – define improvements in each Segment
  - Preliminary Design – define potential impacts of sidewalk improvements
  - Final Design – finalize design and prepare contract documents for construction
  - Details include horizontal and vertical layout, driveways, curb ramps, wall locations,
- Work Element 6 – Traffic Design
  - Signing and Striping for improvements
  - Construction Phasing plans for how the improvements are constructed and how traffic will be managed during construction

# Scope of Work

- Work Element 7 – Hydraulic Analysis and Design
  - Inter-Mountain Engineering will design drainage improvements consistent with the Town's Master Drainage Plan
  - Preparation of Stormwater Management Plan (SWMP) at final design consistent with CDOT's requirements
- Work Element 8 - Environmental
  - \$25,000 placeholder to conduct environmental investigations and reports to obtain CDOT environmental clearance
  - Scoping Meeting to be held with CDOT Environmental after conceptual design to coordinate efforts with resurfacing project
- Work Element 9 – Structural Design
  - San Engineering will design up to 2 retaining walls (assumed to be less than 150' long and 5' high) at final design, if needed
- Work Element 10 – Lighting Design
  - Clanton & Associates will conduct intersection lighting design for 6 intersections at final design



# Scope of Work

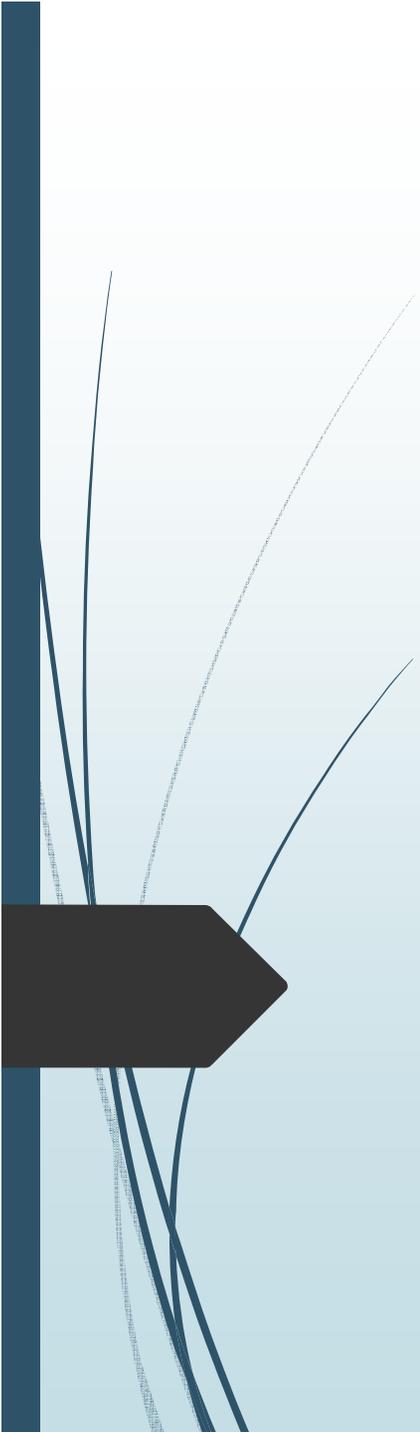
- Work Element 11 – Utilities
  - Inter-Mountain Engineering will provide utility coordination and identify utility impacts
  - Preparation of utility company letters and utility specification to obtain CDOT Utility Clearance
- Work Element 12 - Plan Production & QA/QC
  - Field Inspection Review (FIR) Plans – 30% preliminary engineering plans
- Work Element 13 – FOR Plans
  - Final Office Review (FOR) Plans – 90% final engineering plans and specifications
- Work Element 14 – PS&E Plan Package
  - Final Plans, Specs & Estimate (PS&E) Package for a single construction project for the purposes of bidding

# Scope of Work

- Work Element 15 – Public Involvement
  - 2 presentations to Town Council
  - 2 public open house meetings
  - 2 sets of one-on-one meetings (up to 10 meetings each)
  - Staff support for Town Council updates (up to 2)
- Work Element 16 - Project Phasing and Funding Support
  - Phasing Options for up to 2 funding scenarios
  - Grant application support
- Work Element 17 – Progress Meetings
  - 6 meetings (3 in person/3 conference calls)







# Questions?

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the TOWN OF MINTURN, Colorado, a home rule municipality ("Minturn" or the "Town"), and Stolfus and Associates, Inc (the "Consultant").

WHEREAS, the Town desires that Consultant perform the services of consulting engineer as professional services consultant, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

WHEREAS, Consultant desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the Parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Services.** The Town agrees to retain Consultant to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Scope of Services"), and Consultant agrees to so serve. Stolfus' services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Stolfus makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Stolfus expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "**Standard of Care**". The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Consultant. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

2. **Compensation.** The Town agrees to pay Consultant a sum not to exceed Three Hundred Seventy Four Thousand Nine Hundred Thirteen Dollars (\$374,913.00), as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. **Term.** The Term of this Agreement shall be from the date first written above until March 1, 2017, unless extended by written agreement of the Parties.

4. **Ownership of Instruments of Service.** The Town acknowledges the Consultant's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Consultant. Town agrees not to use the Instruments of Service for purposes other than as described in this Agreement or to modify such Instruments of Service without Stolfus' prior written consent and to the extent allowable by law agrees to indemnify and hold Stolfus harmless from any and all claims, damages, losses, liabilities, and expenses arising out of or resulting from any use or modification not consented to by Stolfus.

5. **Monitoring and Evaluation.** The Town reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with the Town relating to such monitoring and evaluation.

6. **Independent Contractor.** The Parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Consultant is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

7. **Insurance Requirements.**

a. **Comprehensive General Liability Insurance.** Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Consultant and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least one million dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

b. **Comprehensive Automobile Liability Insurance.** Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Consultant and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Consultant which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least one million dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

c. Terms of Insurance.

i. Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Consultant deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Consultant shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant shall carry a six (6)-month tail. Consultant shall not do or permit to be done anything that shall invalidate the policies.

ii. The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Consultant and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Consultant, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Consultant is not required to carry workers' compensation insurance, Consultant shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Consultant shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that the Town shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.

f. Subcontracts. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. **Indemnification.** Consultant hereby covenants and agrees to indemnify, save, and hold harmless the Town, from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, in the performance of its obligations under this Agreement.

10. **Termination.**

a. **For Convenience.** The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Consultant for Services performed as of the effective date of termination. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

b. **For Cause.** If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by the Town, the Town shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to the Town from Consultant is determined.

c. **Payment upon Termination.** In the event that this Agreement is terminated, Consultant shall be entitled to payment for its costs and services performed, up through the date of termination, less allowances for services rendered that were proven negligent or otherwise contrary to this Agreement.

11. **Work By Illegal Aliens Prohibited.** This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Consultant warrants, represents, acknowledges, and agrees that:

a. Consultant does not knowingly employ or contract with an illegal alien.

Town of Minturn  
Professional Services Agreement

b. Consultant shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Consultant has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Consultant does not employ illegal aliens. If Consultant is not accepted into E-Verify prior to entering into this Agreement, Consultant shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Consultant shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Consultant is accepted or this Agreement is completed, whichever occurs first. This Paragraph 11 shall be null and void if E-Verify is discontinued.

d. Consultant shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:

i. notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Consultant violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of said violation.

12. **Compliance with C.R.S. § 24-76.5-103.**

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

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

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

13. **Use of Software and other Intellectual Property.** Consultant hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Consultant to perform the Scope of Services. Consultant hereby agrees to indemnify, hold harmless and Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

14. **Limitation of Liability.** To the maximum extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's employees, owners and subconsultants for the Client's damages to insurance policy limits. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

15. **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

16. **Responsibilities.** The Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or subcontractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Consultant by reason thereof.

17. **Entire Agreement.** This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the Parties. The provisions of this

Town of Minturn  
Professional Services Agreement

Agreement may be amended at any time by the mutual consent of both Parties. The Parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

19. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

20. **Assignability.** Consultant shall not assign this Agreement without the Town's prior written consent.

21. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

22. **Survival Clause.** The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

23. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

25. **Notices.** Written notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:

TOWN OF MINTURN  
Attn: Town Clerk  
PO Box 309  
Minturn, CO 81645

With copy to:

Michael J. Sawyer, Esq.  
Karp Neu Hanlon, P.C.  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, Colorado 81602

Town of Minturn  
Professional Services Agreement

If to Consultant:

Stolfus and Associates, Inc.  
5690 DTC Boulevard, Suite 560E  
Greenwood Village, CO 80111

26. **Authority.** Each person signing this Agreement, **and any addendums or attachments hereto,** represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

27. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the Town and Consultant, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TOWN OF MINTURN, COLORADO

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William Powell, Town Manager

ATTEST:

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Town Clerk

Town of Minturn  
Professional Services Agreement

CONSULTANT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF EAGLE            )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

{ S E A L }

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

**TOWN OF MINTURN  
US HIGHWAY 24 PEDESTRIAN AND DRAINAGE IMPROVEMENTS**

**March 31, 2016**

**INTRODUCTION**

The Town of Minturn has identified a need to improve pedestrian and bicycle facilities along US Highway 24 through Town between Toledo Avenue and Maloit Park Road. With these improvements, associated drainage improvements consistent with the Town Master Drainage Plan are needed. The Town has identified three segments:

- Segment 1 – Toledo Avenue to Cemetery Road – curb, gutter, sidewalk on both sides of Highway 24.
- Segment 2 – Cemetery Road to the Boneyard - detached trail on one side of US 24 within existing highway right-of-way (ROW)
- Segment 3 – Boneyard to Maloit Park Road – widened shoulders for bicycle traffic

The Town of Minturn has obtained Federal Aid funding for the design and anticipates potential federal aid funding for the construction of the proposed improvements. This scope of work identifies the work elements necessary to complete conceptual, preliminary and final design of the improvements described above including the necessary clearances required for Federal Aid funding.

**WORK SCOPE**

***Work Element 1 – Project Administration/Management***

Stolfus & Associates, Inc. will review and process invoices and provides other project administration/management services (coordination and product review) throughout the duration of the project. Stolfus & Associates, Inc. will be responsible for day-to-day management and coordination of the work elements.

***Work Element 2 - Initial Project Meeting***

Immediately after receipt of notice to proceed, Stolfus & Associates, Inc. and Inter-Mountain Engineering will hold a kickoff meeting with Town staff and CDOT staff as identified by the Town. This work element will confirm the scope of work, project schedule, and provide an opportunity to confirm design-related issues and requirements. Stolfus & Associates, Inc. will be responsible for scheduling the meeting, preparing meeting exhibits, and participating in the meeting.

Previous studies and data that are available for the area will be requested prior to this meeting. Data may include as-built drawings, utility information, and environmental information.

Meeting notes will be generated and distributed to the meeting attendees by Stolfus & Associates, Inc. It is assumed that the project kick-off meeting will be held at Town of Minturn offices.

***Work Element 3 – Survey and ROW***

Inter-Mountain Engineering (IME) assumes the existing project control and survey information provided for the CDOT US-24 Resurfacing Project will be adequate for the initial stage of the project and will only perform pick-up survey (TMOSS), as needed to supplement the existing topographic

information available in order to properly design the project. Such items anticipated for inclusion, but not limited to; building/house finished floor doorways, sidewalks, fencing, storm sewer, utilities. Ultimately, IME and Stolfus and Associates will coordinate where additional pick-up survey information is required following conceptual design. All pick-up survey will conform to CDOT specification and standards.

IME will also coordinate with a private utility locator (Utility Locating Consultants, Inc.) to perform utility locates at "selective locations" where excavation and/or underground improvements will occur to minimize project costs. IME will survey the locates and incorporate them into the topographic survey.

Existing Right of Way of US 24, (Main St.) was established on the US 24 Minturn Resurfacing project. Ownership Maps and Right of Way plans are not included in this scope. Once ROW needs are defined, a specific ROW scope will be developed. For the purposes of budgeting, \$30,000 is included in the project budget for ROW plans, including Ownership Map. The fee will be dependent on the number of properties impacted. Potholes are not included in this scope.

#### ***Work Element 4 – Materials Investigation***

Shannon & Wilson's scope of work will include completing subsurface explorations (two 10-foot deep borings), laboratory testing, geotechnical engineering analyses, development of geotechnical engineering design recommendations, and preparation of a geotechnical engineering report for the project.

A geologist and/or geotechnical engineer will complete a geotechnical reconnaissance of the project area. A geologist or geotechnical engineer will stake the boring locations, log borings, and collect samples for classification and laboratory testing. Data generated during the subsurface exploration and laboratory testing programs will be analyzed by a geotechnical engineer in developing findings and recommendations to be presented in a formal report. The report will be signed and sealed by a professional engineer registered in the State of Colorado. The report will include:

- ▶ a site plan showing exploration locations;
- ▶ field and laboratory test results, including boring logs;
- ▶ general description of subsurface soil/rock conditions and groundwater levels below the site;
- ▶ subgrade conditions and recommendations for subgrade preparation;
- ▶ pavement section recommendations for the proposed sidewalk and trail; and
- ▶ geotechnical design recommendations for the proposed retaining walls.

The scope includes the following assumptions:

- ▶ We may use and rely upon the existing CDOT explorations and laboratory test results.
- ▶ The proposed explorations can be completed from the shoulder of US 24.
- ▶ Flagging or a lane closure will not be required.
- ▶ Any permit fees will be waived or paid by others.
- ▶ Shannon & Wilson or our drilling subcontractor will call in utility notifications.
- ▶ We assume contaminated soil or rock will not be encountered during the proposed drilling operations.

- ▶ The borings can be advanced using hollow-stem auger drilling methods.
- ▶ We assume boreholes will be backfilled with the cuttings and excess soil can be spread in the vicinity of the borehole.
- ▶ We assume traffic on the sidewalk and trails will only consist of pedestrians and bicycles. Because of the relatively light loading, we will not complete a pavement design. Instead, we will recommend an appropriate pavement section based on our experience and applicable design criteria.

#### ***Work Element 5 – Sidewalk/Roadway Design***

A conceptual design effort will be conducted based on the existing survey and aerial photography to determine the improvements to be made in each Segment. In Segment 1, the conceptual design will assume curb, gutter and sidewalk on both sides of the highway. It is assumed that all improvements will be made within existing ROW and that the typical section within the downtown segment will be extended to Cemetery Road. In Segment 2, the conceptual design will look at up to three typical sections and will consider advantages and disadvantages of placing the trail on either side of the highway. It is assumed that all improvements will be made within the existing ROW. In Segment 3, up to two typical sections will be considered and potential constraints will be identified. Typical sections and roll plots of horizontal layouts will be prepared. A meeting will be held with the Town to confirm the preferred conceptual design. For all segments, it's assumed that the roadway will not be completely reconstructed. Designs will be based on AASHTO most current bicycle and pedestrian guide and CDOT design standards and specifications.

Following conceptual design, preliminary design of the preferred concept will be prepared based on additional survey gathered in Work Element 3. Horizontal and vertical control for each Segment will be developed. Preliminary toes of slope and ROW needs will be determined. It is anticipated that small walls may be required to tie-in to existing conditions. Wall locations will be identified in preliminary design, but will not be designed until final design. Curb ramp and driveway improvements will be laid out horizontally in preliminary design. Design of curb ramps where existing curb and gutter exists are covered under the CDOT Resurfacing project. We anticipate design of 8 additional curb ramps.

Following preliminary design, horizontal and vertical control for each Segment will be finalized. Final toes of slope and Final ROW needs will be determined. Wall alignments will be established and coordinated with the structural engineer. Detailed curb ramp designs will be prepared for 8 curb ramps. Standard driveway details will be applied at driveway locations. Review of grades that driveways are tying in will be conducted, but detailed driveway designs will not be prepared.

#### ***Work Element 6 – Traffic Design***

Signing and pavement marking plans will be developed according to 2009 MUTCD guidance.

Construction phasing plans, schedule of traffic control devices, and traffic control specifications will be prepared. Work zone and construction staging needs, traffic volumes, and the Region 3 Lane Closure Strategy will be evaluated to develop a construction phasing plan for the project during preliminary design. Phasing schemes will assume that the existing roadway must be used to carry traffic and that no detours will be used. Construction phasing plans will include descriptions of plan

elements to be constructed, applicable MUTCD and CDOT S-Standard typical applications, work limits, and typical sections, as necessary.

Detailed construction traffic control plans with devices and signs will not be developed as part of the design. A schedule of traffic control devices will be completed at final design for bidding purposes.

Project specifications for phasing and traffic control will be provided based on the 2011 Standard Specifications for Road and Bridge Construction. Specifications will include, as appropriate, Traffic Control Plan General, Public Information Services, work hour restrictions, speed reductions, lane rentals, and incentives/disincentives.

***Work Element 7 – Hydraulic Analysis and Design***

IME will address local drainage improvements required for the project consistent with the Town's Master Drainage Plan. IME will provide FIR, FOR and final PS&E plans, specifications (related to drainage) and estimate. The following tasks are anticipated:

- a. Review Existing Master Drainage Plan (MDP) - IME will review the Town's Master Drainage Study and perform a site visit to review and understand the existing conditions. This will allow us to build upon our understanding of the drainage improvements required, along with coordinating potential future drainage improvements that can be incorporated into this project's budget
- b. Hydrology - We have assumed the Town's MDP is adequate for all design discharges required and hydrologic analysis is excluded from this scope of work.
- c. Hydraulic Analysis – IME will coordinate and perform hydraulic analysis for the roadway and inlets at locations as indicated in the Town's Master Drainage Plan (MDP) to ensure the storm sewer improvements are properly sized and are in compliance with the Town's MDP and/or CDOT requirements. Storm sewer culvert sizing will follow the Town's MDP and no further hydraulic analysis is included at this time. We will coordinate the storm sewer design to include water quality manholes and sizing (assumes 8 locations) prior to discharge to the Eagle River.
- d. Storm Sewer Plan & Profile Sheets (Assumes 12) – These 11"x17" plan and profile sheets will show the proposed storm sewer improvements, existing and finished grades, material and infrastructure type, outlet protection, and general CDOT sheet notation. The scope of work is to include improvements within the US 24 R.O.W. and no additional upstream or downstream improvements are included as shown in the Town's MDP. IME will coordinate with the Town to determine if additional storm sewer culverts will be installed at the US 24 roadway crossing as part of this project, if budget allows.
- e. Preliminary Hydraulics Report - IME assumes the Town's MDP will be adequate to meet criteria outlined in the CDOT Drainage Design Manual and no additional Hydraulic Reports are required at this time for the storm sewer improvements. IME will provide a supplemental review letter and supporting data for storm sewer hydraulics analysis.

- a. Final Hydraulic Design
  - i. Roadway Drainage System Design
    - a. Hydraulic Analysis – IME will coordinate and perform final hydraulic analysis (if design changes occur) for the roadway and inlets at locations as indicated in the Town’s Master Drainage Plan (MDP) to ensure the storm sewer improvements are properly sized and are in compliance with the Town’s MDP and/or CDOT requirements. Storm sewer culvert sizing will follow the Town’s MDP and no further hydraulic analysis is included at this time.
    - b. Storm Sewer Plan & Profile Sheets (Assumes 12) – IME will update and finalize the storm sewer plan and profiles per the design changes due to Town and CDOT comment.
    - c. Final Hydraulics Report: IME assumes the Town’s MDP will be adequate to meet criteria outlined in the CDOT Drainage Design Manual and no additional Hydraulic Reports are required at this time for the storm sewer improvements. IME will provide a supplemental review letter and supporting data for storm sewer hydraulics analysis.
  - b. Storm Water Management Plan – IME will prepare the required storm water management site plans, documents, and information required by CDOT for this type and magnitude of a project. We anticipate the original SWMP plans included in the US 24 Resurfacing Project can be supplemented and we will coordinate with CDOT and the design team for the required updated information. The SWMP information will be incorporated into the complete set assembled by Stolfus for both projects and this scope of work does not include a “stand alone” SWMP for this project. The following anticipated documents will follow the typical CDOT SWMP formatting.
    - i. SWMP Plans – IME will prepare a set of updated storm water management plans (i.e. erosion control) for the U.S. 24 project for water quality purposes that include a cover sheet, general CDOT information and notation, site map plans, and typical BMP details.
    - ii. SWMP Notebook – IME will prepare (1) full copy of the CDOT SWMP Notebook that will be used for construction purposes.

***Work Element 8 – Environmental***

Documentation as a Categorical Exclusion (Cat Ex) is anticipated. It is anticipated that the Town and CDOT may be able to coordinate environmental clearance requirements between the Town’s project and CDOT’s resurfacing project. Following conceptual design, Stolfus & Associates, Inc. will hold an environmental scoping meeting with the Town and CDOT to determine responsibilities for environmental clearances. At that time, a specific environmental scope will be developed that the Town is responsible for. For the purposes of budgeting, \$25,000 is included in the project budget for environmental clearances. This assumes that some portion of the environmental clearances will be handled by CDOT.

***Work Element 9 – Structural Design***

San Engineering provide final design (FOR and PS&E) for up to two retaining walls, each with an approximate length of 150 feet and height of approximately 5 feet. It is assumed that a structure selection report will not be required. San will perform the structural analysis and structural design of the wall. Plans, details, specifications, and costs will be developed for each retaining wall at FOR level and PS&E.

***Work Element 10 – Lighting Design***

Clanton & Associates will conduct lighting design and electrical engineering and prepare associated final plans, specifications, and estimate package. Lighting design will not be conducted at FIR level. It is also assumed that no foundation design is required for the light standards. The scope of work for street lighting includes:

Main Street (US24) from Toledo Avenue to Cemetery Road (approx. 3,000 feet) including the following priority intersections within the project limits:

- Toledo Avenue and Main Street
- Norman Avenue/Eagle Street and Main Street
- Harrison Avenue and Main Street
- Meek Avenue and Main Street
- Mann Street and Main Street
- Cemetery Road and Main Street

**Final Design (FOR Level)**

- General Coordination
- Site Visit (2 people, 1 day)
- Attend (2) project coordination meetings (by teleconference)
- Analyze requirements and establish basis of design
- Photometric calculations (e.g. horizontal illuminance at grade)
- Final lighting design and equipment layout
- Final electrical design including:
  - One-line diagrams
  - Voltage drop calculations
  - Panel schedules
  - Circuiting and conduit
- Final specifications (CDOT format)
- Utility Coordination
- Tabulation of approximate quantities
- Opinion of Probable Cost
- Up to one (1) submittal – FOR Set
- Attendance at FOR meeting

**Construction Plan Package (AD)**

- Revise FOR plans and specifications in accordance with comments received at the FOR meeting.
- Up to one (1) submittal – Advertisement Set

***Work Element 11 – Utilities***

IME will provide utility coordination and identify utility impacts for the proposed designs. Project coordination, emails, and phone calls with appropriate utility companies for existing utility information/drawings and overall coordination for utility relocations and/or conflicts (as required) will be completed. IME will also coordinate utility clearance letters associated with the Utility/Special Use Permit Application and provide utility specification special provisions as required to perform the work required. One coordination meeting with the Town and appropriate utility companies at the Town Hall is included in this scope of services. At preliminary design, utility plans will be prepared depicting the layout of existing shallow and deep utilities and proposed relocations (if required) due to conflicts for the proposed project's improvements. At final design, IME will update and finalize the previous utility plans per the design changes due to Town, Utility, and CDOT comment. Electrical design related to street lighting will be included in separate lighting plans described under Work Element 10. These plans will be distributed to the Town and appropriate utility companies for coordination.

***Work Element 12 –Plan Production & QA/QC***

Plans depicting the project designs will be prepared at the Field Inspection Review (FIR) stage. At FIR, Stolfus will provide .pdf versions of plans for Town and CDOT circulation and review.

Stolfus and Associates will provide a QA/QC reviews for the project at FIR level. We will also provide technical support throughout the project in an advisory capacity. Our review efforts will confirm appropriateness of methodologies used, accuracy of documents, reasonableness of conclusions, document completeness, and overall clarity.

**Field Inspection Review Plans**

The Field Inspection Review (FIR) plans shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Removal Plans
- Roadway Plan & Profile
- Drainage Plans and Profiles
- Utility Plans
- Signing & Striping Plans
- Construction Phasing Plans
- Cross-sections (50' intervals)

Specifications will not be prepared at FIR level.

Stolfus & Associates, Inc. will schedule and attend a meeting with the Town and CDOT to discuss the FIR submittal comments. The FIR meeting will be held at the Town of Minturn offices. Stolfus & Associates, Inc. will prepare the meeting minutes for review and approval by the Town. Once approved, Stolfus & Associates, Inc. will distribute the minutes as directed.

***Work Element 13 – FOR Plans***

Upon completion of the FIR, Stolfus & Associates, Inc. will prepare final plans, specifications, and opinions of probable cost, addressing comments from the FIR. At FOR, Stolfus will provide .pdf versions of plans and specifications for Town and CDOT circulation and review. Stolfus and Associates will provide a QA/QC reviews for the project at FOR level.

**Final Office Review Plans**

The Final Office Review (FOR) plans shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Survey Control Diagram
- Survey Tabulation
- Tabulations
- Removal Plans
- Roadway Plan & Profile
- Drainage Plans and Profiles
- Stormwater Management Plan
- Retaining Wall Plan and Profile
- Lighting Plans
- Utility Plans
- Signing & Striping Plans
- Construction Phasing Plans
- Cross-sections (50' intervals)

Plans & specifications will be submitted to the Town and CDOT for Final Office Review (FOR). Stolfus & Associates, Inc. will schedule and attend a meeting with the Town and CDOT to discuss the FOR comments. The FOR meeting will be held at the Town of Minturn offices. Stolfus & Associates, Inc. will prepare the meeting minutes for review and approval by the Town. Once approved, Stolfus & Associates, Inc. will distribute the minutes as directed.

***Work Element 14 – PS&E Plan Package***

The final design will incorporate comments from the FOR and consist of the design on CDOT standard plan sheets, original specifications, bid tabulation sheets, and a final engineer's opinion of probable construction costs. The PS&E plan package will be submitted to the Town in electronic (PDF) format for the Town to reproduce for the purposes of bidding.

***Work Element 15 – Public Involvement***

The public involvement plan for the project will include up to two (2) presentations to Town Council, two (2) “open house” style public meetings, and up to two sets of 10 one-on-one meetings as described below. Separate meetings with other commissions within the Town are not included in this scope of work.

Stolfus & Associates will provide documents to the Town that can be uploaded to their website for public review. Documents will be provided in pdf format and may include project graphics, comments sheets, project information sheets, and schedule. A stand-alone project website is not included in this scope of work.

***Town Council Meetings***

Prior to presenting the project information to the public at large, Stolfus & Associates will present project recommendations and updates to the Town Council at a regularly scheduled meeting. Presentations at two Town Council meetings are included in this scope of work. A powerpoint presentation will be prepared presenting items such as recommendations for improvements, potential impacts, anticipated costs, project schedule, and plans for public outreach. The purposes of the meetings are to prepare the Town Council for the project, provide the Council with technical support for use with the project, answer questions, receive comments, and request support for presentation to the public.

In addition, Stolfus & Associates, Inc. will prepare exhibits/staff reports for up to two additional Town Council meetings for Town staff to provide interim updates to the Council as needed. Attendance at these meetings is not included in this scope of work.

***Public Open Houses***

Two public open houses will be held in the Town of Minturn. The public open houses will be used to present plan recommendations to the public for review and comment. Project team members will solicit questions and provide explanations regarding the project recommendations. The purposes of this meeting are to provide the public with an opportunity to ask questions and provide comments on the project during development. We will use this opportunity to work toward “informed consent” on specific public concerns.

Stolfus & Associates, Inc. will provide meeting notice information, exhibits (10-12 large format display boards mounted on foam core), comment sheets, and meeting summary notes. No formal presentations are planned as part of this meeting. Project team members will guide participants through the display boards, answer questions, and provide explanations in a small group format. The Town will obtain meeting spaces and a distribution list for meeting notices. Stolfus will prepare and distribute meeting notices via US Mail (up to 100 notices per meeting), prepare and set up a legal public notice with the Town’s legal newspaper, and provide refreshments (i.e. juice and cookies) for the public meeting. Newspaper ads are not included in this scope of work.

***One-on-one Stakeholder Meetings***

Project team members will conduct two sets of up to 10 one-on-one stakeholder meetings for impacted properties. These meetings will last approximately ½ hour to one hour each and take place in Minturn at two separate times over two consecutive days. The purpose of the first set of meetings will be to

introduce the project and discuss potential impacts. The purpose of the second set of meetings will be to discuss specific impacts.

***Work Element 16 – Project Phasing and Funding Support***

Stolfus & Associates, Inc. will support the Town in developing a funding strategy for the improvements. Stolfus will develop phasing options for two separate funding scenarios. It is anticipated that one scenario will be developed following FIR based on potential TAP Grant and DOLA Grant funding sources. The second scenario will be developed based on available funding after the TAP Grant process.

Stolfus & Associates, Inc. will also provide grant application support. Stolfus will provide data, cost estimates, and/or exhibits to support the grant application. The Town will be responsible for preparing, compiling, and submitting the grant application. Up to two grant applications are included in this scope of work.

***Work Element 17 – Progress Meetings***

Progress meetings with the Town will be held at appropriate stages of the design. It is anticipated that three in-person progress meetings will be held. In addition, up to three conference calls will be held throughout the project. Stolfus & Associates, Inc. will be responsible for scheduling the meetings, preparing meeting exhibits, and participating in the meetings. Meeting notes will be generated and distributed to the meeting attendees by Stolfus & Associates, Inc. It is assumed that in-person progress meetings will be held at the Town of Minturn offices.

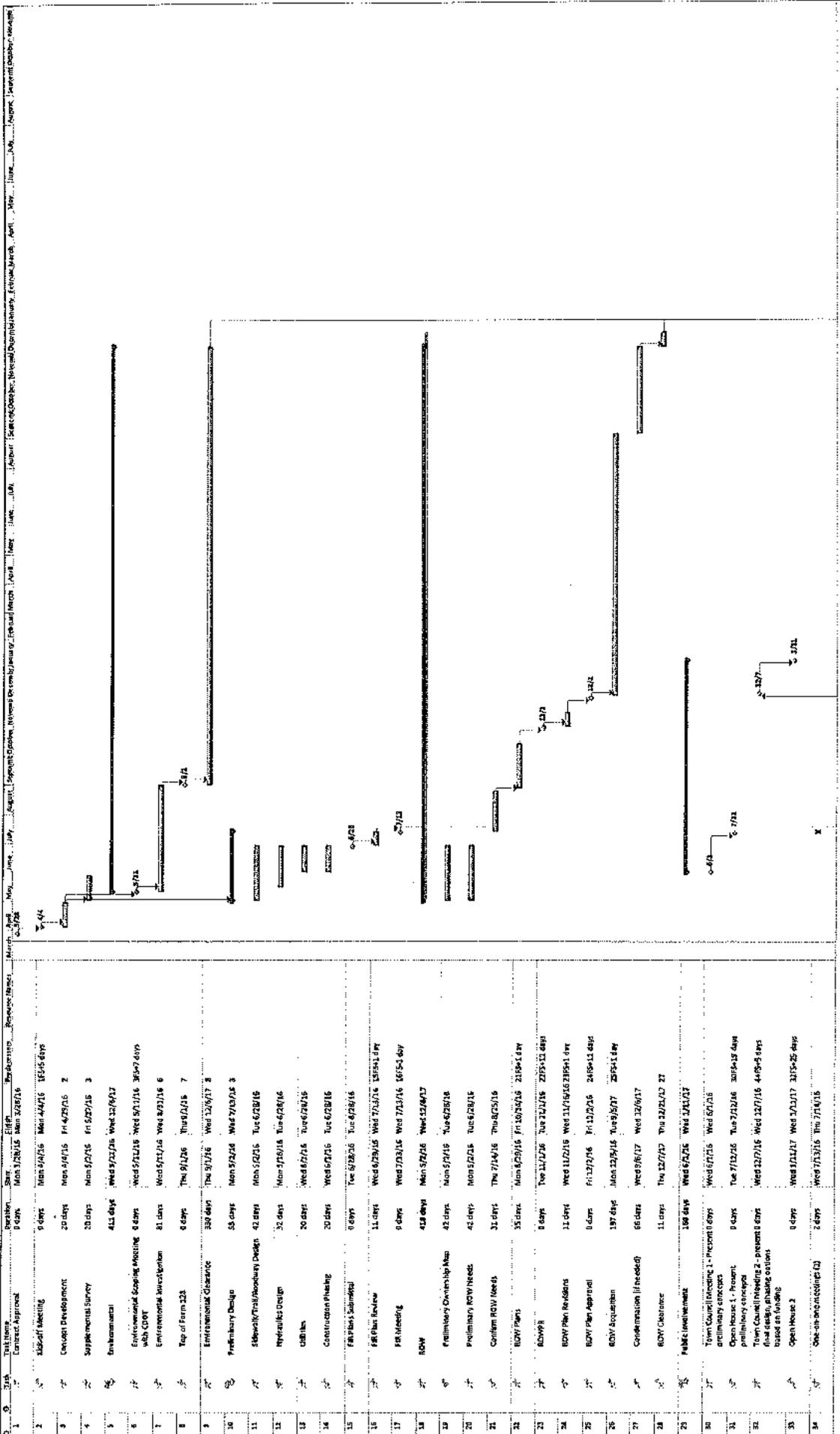
**EXCLUSIONS**

As a result of our review of the requirements for this project, various items are not included in this scope of work. These items include:

- ROW Plans (budget placeholder included)
- Easement Exhibits for Drainage
- Environmental Investigations (budget placeholder included)
- Permitting (including Floodplain Permit and CDPS Stormwater Construction Permit)
- Floodplain and Drainage Assessment (CLOMR/LOMR)
- Hydrology
- Light standard foundation design
- Utility relocation design
- Landscaping Plans beyond native seeding
- Bid assistance
- Construction observation, contract management and inspection
- Potholing of existing utilities (if necessary)
- Printing and reproduction of all plans and specifications for bid and/or construction purposes
- Multiple bid sets

**SCHEDULE AND FEE**

Based on our current workload, Stolfus & Associates, Inc. can begin work on this project immediately upon notice to proceed. Refer to the attached schedule for anticipated completion of work items. We will complete this work at our 2016 Standard Hourly Rates for a not to exceed fee of \$374,913.



Task Name	Start	End	Duration	Predecessors	Resources	Notes
1. Landmark Approval	Mon 1/20/16	Mon 1/26/16	6 days			
2. Kick-off Meeting	Mon 1/20/16	Mon 1/26/16	6 days			
3. Concept Development	Mon 1/20/16	Fri 4/29/16	100 days			
4. Supplemental Survey	Mon 1/20/16	Fri 5/27/16	100 days			
5. Environmental	Wed 5/27/16	Wed 12/9/17	256 days			
6. Environmental Scoping Meeting with CDOT	Wed 5/27/16	Wed 5/27/16	1 day			
7. Environmental Mitigation	Wed 5/27/16	Wed 8/23/16	88 days			
8. Top of Farm 323	Thu 9/1/16	Thu 9/1/16	1 day			
9. Environmental Clearance	Thu 9/1/16	Wed 12/9/17	256 days			
10. Preliminary Design	Mon 5/2/16	Wed 7/13/16	72 days			
11. Highway Trial/Abutment Design	Mon 5/2/16	Tue 6/22/16	51 days			
12. Hydraulics Design	Mon 5/2/16	Tue 6/22/16	51 days			
13. Utilities	Wed 6/2/16	Tue 6/22/16	20 days			
14. Construction Phasing	Wed 6/2/16	Tue 6/22/16	20 days			
15. PR Plan Submission	Tue 6/22/16	Tue 6/22/16	1 day			
16. PR Plan Review	Wed 6/29/16	Wed 7/13/16	15 days			
17. PR Meeting	Wed 7/13/16	Wed 7/13/16	1 day			
18. ROW	Mon 5/2/16	Wed 12/9/17	256 days			
19. Preliminary Ownership Map	Mon 5/2/16	Tue 6/22/16	51 days			
20. Preliminary ROW Needs	Mon 5/2/16	Tue 6/22/16	51 days			
21. Confirm ROW Needs	Thu 7/14/16	Thu 8/25/16	42 days			
22. ROW Plans	Mon 6/20/16	Fri 10/14/16	136 days			
23. ROW#1	Tue 11/2/16	Tue 11/2/16	1 day			
24. ROW Plan Reviews	Wed 11/2/16	Wed 11/16/16	15 days			
25. ROW Plan Approval	Fri 11/27/16	Fri 11/27/16	1 day			
26. ROW Acquisition	Mon 12/14/16	Tue 9/5/17	256 days			
27. Construction (if needed)	Wed 9/6/17	Wed 12/9/17	95 days			
28. ROW Clearance	Thu 12/22/17	Thu 12/22/17	1 day			
29. Final Level/Height	Wed 6/2/16	Wed 12/1/17	256 days			
30. Town Council Meeting 1 - Present preliminary concept	Wed 6/2/16	Wed 6/2/16	1 day			
31. Open House 1 - Present preliminary concept	Tue 7/12/16	Tue 7/12/16	1 day			
32. Town Council Meeting 2 - present final design, phasing options based on funding	Wed 12/7/16	Wed 12/7/16	1 day			
33. Open House 2	Wed 12/1/17	Wed 12/1/17	1 day			
34. One-on-one meetings	Wed 7/13/16	Thu 7/14/16	2 days			



US Highway 24 Pedestrian and Drainage Improvements  
Scope and Fee Summary

Work Element	Stofius Fee	Subconsultant Fee	Total Fee	Design Stage	Not Contemplated in TAP Grant	Scope could be delayed until improvements better defined	Notes
Work Element 1 - Project Management	\$ 8,560		\$ 8,560	All			
Work Element 2 - Initial Public Meeting	\$ 3,800		\$ 3,800	FIR			
Work Element 3 - Survey & ROW	\$ 500	\$ 72,280	\$ 74,530	FIR			
Work Element 4 - Utility Investigation	\$ 1,250	\$ 42,780	\$ 42,780	FIR			
Work Element 5 - Review & Roadway Design	\$ 500	\$ 30,000	\$ 31,250	FOR		\$ 1,250	Scope after FIR when ROW needs known
Work Element 6 - Utility Investigation	\$ 37,820	\$ 8,945	\$ 9,445	FOR	\$ 9,445	\$ 9,445	Scope after FIR if structures required
Work Element 7 - Survey	\$ 7,220		\$ 7,220	FIR			
Work Element 8 - Survey	\$ 15,910		\$ 15,910	FIR			
Work Element 9 - Traffic Design	\$ 14,990		\$ 14,990	FOR		\$ 14,990	Scope after FIR
Work Element 10 - Traffic Design	\$ 12,675		\$ 12,675	All			
Work Element 11 - Survey	\$ 6,650		\$ 6,650	FIR			
Work Element 12 - Hydraulics	\$ 6,025		\$ 6,025	FOR		\$ 6,025	Scope after FIR
Work Element 13 - Hydraulics	\$ 1,420	\$ 54,068	\$ 55,508	All			
Work Element 14 - Hydraulics	\$ 920	\$ 42,553	\$ 43,473	All			Final design could be delayed
Work Element 15 - Environmental (Public Involvement)	\$ 500	\$ 11,535	\$ 12,035	FOR		\$ 12,035	Scope after FIR
Work Element 16 - Environmental (Public Involvement)	\$ 1,870	\$ 25,000	\$ 26,870	FIR (summer)	\$ 25,000	\$ 25,000	Scope after environmental scoping meeting
Work Element 17 - Structures	\$ 920	\$ 10,270	\$ 11,190	FOR		\$ 11,190	Scope after FIR if structures required
Work Element 18 - Signing	\$ 500	\$ 16,120	\$ 16,620	FOR	\$ 16,620	\$ 16,620	Scope after FIR
Work Element 19 - Utilities	\$ 1,500	\$ 10,055	\$ 11,555	All			Final design could be delayed
Work Element 20 - FIR Plans	\$ 25,350		\$ 25,350	FIR			
Work Element 21 - FOR Plans	\$ 26,900		\$ 26,900	FOR		\$ 26,900	Scope after FIR
Work Element 22 - PS&E	\$ 5,290		\$ 5,290	PS&E		\$ 5,290	Scope after FIR
Work Element 23 - Public Involvement	\$ 29,810		\$ 29,810	All			Could reduce to 1 Open House and 1 set of one-on-one meetings for preliminary and define additional public involvement as needed for final design phase
Work Element 24 - Project Phasing and Funding Support	\$ 7,620		\$ 7,620	All	\$ 29,810	\$ 14,905	
Work Element 25 - Progress Meetings	\$ 8,490		\$ 8,490	All	\$ 7,620		
OPICs	\$ 2,880		\$ 2,880				
Total	\$ 178,155	\$ 196,758	\$ 374,913		\$ 88,495	\$ 173,650	
Total without Opicams			\$ 286,418		\$ 201,263		







Fee Summary for U.S. Highway 24 Pedestrian and Drainage Improvements  
 Federal Aid Project Name: TAP M890-001  
 CDDOT Project Code: SA#21140  
 March 30, 2016

Scope Of Work	Principal \$165/Hr	Project Manager \$125	Senior Engineer \$115	Design Engineer \$95	Cadd/ Tech \$95	Admin \$50	2-Man Survey Crew \$170	Survey Manager \$120	Subtotal
<b>SECTION A - PRELIMINARY ENGINEERING AND DESIGN</b>									
1. Project Kick-Off Meeting with Team, CDDOT & Stofius & Assoc.	5.0	6.0							\$1,740
2. Progress Meetings (Assumes (3) in-person, (3) conference calls)		16.0							\$2,000
3. Project Management/Coordination/Correspondence	10.0	32.0							\$5,850
4. Utility Company Meetings/Coordination (Assume 1 Meeting)	4.0	4.0	20.0						\$3,480
<b>Subtotal Hours Task A</b>	<b>20.0</b>	<b>58.0</b>	<b>20.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Subtotal Fees Task A</b>	<b>\$3,300</b>	<b>\$7,260</b>	<b>\$2,300</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,860</b>
<b>SECTION B - INFORMATION GATHERING AND PERMITS</b>									
1. Data Gathering Analysis									
a. Review Existing Master Drainage Plan/Site Visit	1.0		16.0						\$1,840
b. Floodplain Assessment									Not Included
- Provide Conditional Letter of Map Revision - FEMA (CLOMR)									Not Included
- Provide Letter of Map Revision - FEMA (LOMR)									Not Included
2. Obtain Permits									
a. Floodplain Permit									Not Required
b. CDDOT Stormwater Construction Permit									To be applied for by Town and transferred to Contractor
<b>Subtotal Hours Task B</b>	<b>0.0</b>	<b>0.0</b>	<b>16.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Subtotal Fees Task B</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,840</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,840</b>
<b>SECTION C - SURVEYING</b>									
1. Office Management	4.0							40.0	\$5,480
2. Field Surveying									
a. Project Control								16.0	\$2,720
b. Boundary Survey Research								40.0	\$6,800
c. Project Control Diagrams									Not Included, already exists
d. Additional Pick-up THOS Survey (Areas TBD during/after Conceptual Design)								80.0	\$13,600
*Includes Marked Utility Locates Only Where Excavation Will Occur Or Required									
3. Process Topographic Survey					60.0			20.0	\$6,100
4. Ownership Map Exhibits (If Required)									Assumes this to be included in CDDOT project and/or included for ROW Plans (If Required)
5. ROW Plans (If Required)									Not Included
Other:									
1. Utility Locates As Needed (By Others)									Assumes locates will only be needed in excavation areas and not entire project \$4,000
2. Traffic Control									Assumes only minimal signage required since most of pick-up survey is outside of roadway \$600
<b>Subtotal Hours Task C</b>	<b>4.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>60.0</b>	<b>0.0</b>	<b>136.0</b>	<b>60.0</b>	
<b>Subtotal Fees Task C</b>	<b>\$600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,700</b>	<b>\$0</b>	<b>\$28,120</b>	<b>\$7,200</b>	<b>\$42,280</b>
<b>SECTION D - CDDOT PRELIMINARY</b>									
1. Hydrology/Hydraulics Engineering									
a. Hydrology									Assumes Town's MDP is adequate for all design discharges required, not included
b. Hydraulics Analysis									
- Determine Roadway, Inlet, Culvert Capacities				10.0					\$1,840
- Prepare Drainage Maps									Assumes Town's MDP is adequate, not included
- Size Stormsewers (Assumes B)	1.0		8.0						\$1,085
- Preliminary Hydraulics Report									Assumes Town's MDP is adequate, not included
2. FIR Plan Sheets									
a. Storm Sewer Plan and Profiles (Assumes 12 profiles)	4.0		60.0	32.0					\$12,900
b. Utility Plans	2.0		12.0	32.0					\$4,760
3. Preliminary Engineer's Opinion of Probable Costs (PEOPC)	1.0		8.0						\$1,065
4. FIR Submittal	1.0	1.0	8.0						\$1,210
5. FIR Meeting (If Required)									Included under Section A above
<b>Subtotal Hours Task D</b>	<b>9.0</b>	<b>1.0</b>	<b>152.0</b>	<b>84.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Subtotal Fees Task D</b>	<b>\$1,485</b>	<b>\$125</b>	<b>\$16,160</b>	<b>\$4,080</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$22,870</b>
<b>SECTION E - CDDOT FINAL</b>									
1. Hydrology/Hydraulics Engineering									
a. Finalize Hydraulic Analysis									8.0
b. Finalize Hydraulic Report									Assumes Town's MDP is adequate, not included
2. FOR Plan Sheets									
a. Storm Sewer Plan and Profiles (Assumes 12 profiles)	2.0		16.0	24.0					\$4,460
b. Utility Plans	1.0		8.0	8.0					\$1,645
3. Storm Water Management (Assumes Plans/info Will Be Modified From CDDOT Project)									
a. SWMP Plans (i.e. Erosion Control)	2.0	1.0	36.0						\$4,695
b. SWMP (CDDOT Formatting)	2.0		36.0						\$4,470
c. SWMP Notebook (CDDOT Formatting)	2.0		16.0			6.0			\$2,470
3. Final Engineer's Opinion of Probable Costs (PEOPC)	0.5		8.0						\$1,065
4. FOR Submittal	4.0		4.0						\$1,720
5. FOR Meeting (If Required)									Included under Section A above
<b>Subtotal Hours Task E</b>	<b>13.5</b>	<b>1.0</b>	<b>132.0</b>	<b>32.0</b>	<b>0.0</b>	<b>6.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Subtotal Fees Task E</b>	<b>\$2,228</b>	<b>\$125</b>	<b>\$16,160</b>	<b>\$3,040</b>	<b>\$0</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,873</b>
<b>SECTION F - CDDOT CONSTRUCTION</b>									
1. Address FOR Comments and Prepare Bid/Construction Plan Package (PS&E Package)									
<b>Subtotal Hours Task F</b>	<b>4.0</b>	<b>2.0</b>	<b>40.0</b>	<b>0.0</b>	<b>0.0</b>	<b>4.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Subtotal Fees Task F</b>	<b>\$660</b>	<b>\$250</b>	<b>\$4,640</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,710</b>
<b>TOTAL HOURS TASKS A-F</b>	<b>50.5</b>	<b>62.0</b>	<b>340.0</b>	<b>80.0</b>	<b>60.0</b>	<b>10.0</b>	<b>136.0</b>	<b>60.0</b>	
<b>TOTAL FEES TASKS A-F</b>	<b>\$8,333</b>	<b>\$7,750</b>	<b>\$36,100</b>	<b>\$2,120</b>	<b>\$5,700</b>	<b>\$500</b>	<b>\$23,120</b>	<b>\$7,200</b>	<b>\$106,423</b>



**Manhours and Fee Estimate**  
**Minimum - US 24 Pedestrian Improvements**  
**Retaining Wall Structural Engineering**

WORK ITEM	Principal	Staff Prof. Eng.	Staff Engineer	CAD Drafter	Sub-Consultant	Direct Expense	Total
	\$130	\$125	\$120	\$105	L.S.	L.S.	
<b>F.I.R. Phase</b>							
Preliminary Structural Engineering Calculations (assumed not req'd this phase)							
Preliminary Retaining Wall Plans (assumed not req'd this phase)							
Structure Selection Report (assumed not req'd)							
Cost Estimate	4.0						\$20
<b>Subtotal</b>	4.0						\$20
<b>F.O.R. Phase</b>							
Meetings and Coordination (1 mtg. @ Minimum; 1 mtg. @ Denver)							
Structural Engineering - Retaining Walls	4.0	12.0				\$150	\$166
Structural Engineering - Misc. Attachments	3.0	14.0					\$210
Structural Detailing	4.0	6.0		20.0			\$174.00
Quantities and Cost Estimate	2.0	4.0					\$280.00
Specifications	2.0	2.0					\$250
Respond and Revise per Comments	1.0	2.0		4.0			\$300
<b>Subtotal</b>	16.0	40.0		24.0		150.0	\$975.00
<b>Bid / Construction Phase</b>							
Answer Questions / Clarifications for Bidding							
Design Support During Construction							
<b>Subtotal</b>							
<b>Total</b>	20	40		24		\$150	\$1,270

US24 Mirburn Downtown Improvements		Senior Principal		Principal/Project Manager		Senior Designer		Engineer / Designer		Intern		Production Manager		Senior CAD Technician		CADD Technician		Administration		TOTALS	
Task Description	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Fee
9-Mar-16																					
\$15,620.00																					
<b>Final Design (FOR)</b>																					
Hour Totals	4		48		22		10		0		0		0		12		780		0		
Cost Totals		\$ 1,000		\$ 7,200		\$ 2,420		\$ 900		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Hours subtotal	98																				
Fee subtotal		\$ 12,460																			\$ 12,460
<b>Construction Package (AD)</b>																					
Post-FOR Revisions		\$ -	4	\$ 600	4	\$ 440		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 1,040
Plan Development		\$ -	4	\$ 600		\$ -		\$ -		\$ -		\$ -	2	\$ 180	8	\$ 520		\$ -		\$ -	\$ 1,300
QA-QC	2	\$ 500	2	\$ 300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 800
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
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		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Hours Totals	2	\$ 500	10	\$ 1,500	4	\$ 440	0	\$ -	0	\$ -	0	\$ -	2	\$ 180	8	\$ 520		\$ -		\$ -	\$ -
Cost Totals		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Hours subtotal	26																				
Fee subtotal		\$ 3,140																			\$ 3,140
Project Hours	6		56		26		10		0		0		4		20		1,200		0		\$ -
Project fees		\$ 1,500		\$ 6,700		\$ 2,880		\$ 900		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
TOTAL HOURS	124																				
TOTAL FEES		\$ 15,620																			\$ -



**EXHIBIT C**

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

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

The following documents are acceptable forms of identification:

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

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

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 09 – SERIES 2016**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A LICENSE AGREEMENT WITH MINTURN REALTY COMPANY, LLC FOR IMPROVEMENTS IN THE 100 BLOCK OF MAIN STREET/HWY 24.**

**WHEREAS**, the Town of Minturn desires to enter into a license agreement with Minturn Realty Company, LLC to permit the construction and maintenance of landscaping improvements on property owned by Minturn Realty Company.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 20<sup>TH</sup> day of May, 2016.**

TOWN OF MINTURN

By: \_\_\_\_\_  
Mathew Scherr, Mayor

ATTEST:

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

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Minturn, Colorado, whose address is P.O. Box 309, Minturn, CO 81645 (the "Town") and Minturn Realty Company, Inc., whose address is P.O. Box 130, Minturn, CO 81645 ("Licensor") (collectively, the "Parties").

**WHEREAS**, the Colorado Department of Transportation ("CDOT") is the owner of certain rights-of-way in the vicinity of State Highway 24 and Main Street in the Town, more accurately depicted on **Exhibit A**, attached and incorporated by this reference; and

**WHEREAS**, the Town desires to place improvements along and within the CDOT rights-of-way, including the placement of planter boxes and vegetation, for the enhancement of the area; and

**WHEREAS**, Licensor is the owner of private property located along the CDOT right of way as depicted on Exhibit A; and

**WHEREAS**, the Town desires to place certain improvements upon Licensor's property for a limited term.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated by reference herein.
2. **License.** Licensor hereby grants to the Town a revocable license over that portion of Licensor's property along State Highway 24 to place planter boxes and vegetation for the term of this Agreement. The license herein granted is limited to the placement of such improvements and the necessary and reasonable maintenance and care thereof. The Town agrees to work with Licensor to address Licensor's reasonable needs and desires regarding the improvements added under this Agreement. The Town further agrees to manage and maintain this license in a manner that neither overly burdens nor interferes with Licensor's business.
3. **Term.** Unless otherwise terminated pursuant to this Agreement, the license granted to the Town shall be for a period of ten (10) years, commencing on the date first written above. The license granted herein shall run with the land, to all of the Town's and Licensor's successors in interests, future owners of the property, tenants, and assignees. Following the initial ten (10) year term, this Agreement shall automatically renew for additional one (1) year terms on the anniversary date of this Agreement, unless an otherwise-approved plan for redevelopment, subject to Section 4, requires removal of such planter boxes and vegetation.

4. Revocability. Licensor, or Licensor's successor in interest, may revoke this Agreement if the improvements made hereunder conflict with an otherwise-approved-of redevelopment plan pertaining to Licensor's property. In such a case, the Town shall have up until ten (10) days prior to the commencement of construction activities to remove any and all improvements remaining on Licensor's property. The Town shall repair or replace asphalt or cement damaged in the course of the removal of the improvements.

5. Termination by Town. Licensor acknowledges that the license and necessary maintenance is subject to annual appropriation by the Town. The Town may, at its sole discretion, terminate the license granted hereunder without cause upon thirty (30) days written notice to Licensor. In the event the Town terminates the license for any reason, the Town will remove all improvements within forty-five (45) days.

6. Maintenance. The Town shall, at its sole expense, plant, water, trim, prune, clean, and otherwise maintain the planter boxes and vegetation in a neat, orderly, and generally attractive manner so as not to limit Licensor's lawful use of its property or cause undue hardship to the functioning of Licensor's business.

7. Removal. Upon termination or revocation of this Agreement, the Town shall remove the planter boxes, vegetation, and any accompanying fixtures at its sole expense.

8. Parking Impacts. The Town agrees that the implementation of the improvements under this Agreement will not require Licensor to alter or provide additional parking for the Minturn Realty Company property holdings. Licensor, Licensor's customers, and Licensor's tenants shall have use of the Town's parking lot without the assessment parking fees unless the Town's lot is closed to the general public for special use or event purposes.

9. Outdoor Seating. The Parties agree and acknowledge that no outside seating will be allowed for Magustos Pizza and Burger Bar on 1<sup>st</sup> Street at any time following the mutual execution of this Agreement.

10. No Adverse Possession. The Parties agree and acknowledge that the use of Licensor's property is permissive in nature, and the Town does not now have and shall not acquire in the future any rights to continued use of Licensor's property except for the limited license specifically granted by this Agreement.

11. Indemnification. To the extent permitted by law, the Town agrees to indemnify, defend, and hold harmless Licensor against any and all claims, liabilities, or demands whatsoever, including reasonable attorney fees related to or arising out of the Town's use of Licensor's property or arising out of or related to this Agreement, including claims by the Town.

12. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect in order to most closely approximate the intent of the Parties before such portion was declared invalid.

13. Entire Agreement. This Agreement is the entire agreement of the Parties, and neither Party has relied on any promises or representations except as expressly described herein. This Agreement may only be modified by a writing signed by all Parties.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Eagle County, Colorado shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing Party shall be entitled to reasonable costs and expenses, including attorney fees.

15. No Third Party Beneficiary. No third-party is an intended beneficiary to this Agreement. No other party, not being a signatory to this Agreement, may rely on or enforce the provisions of this Agreement.

16. Successors. This Agreement shall be a covenant running with Licensor's property, shall be binding upon the Parties' successors and assigns, and shall be recorded in the Office of the Eagle County Clerk and Recorder's Office.

17. Agreement Costs. The Town agrees to pay for any and all costs associated with the drafting of this Agreement.

**WHEREFORE,** the Parties have executed this Agreement to be effective as of the date first written above.

TOWN OF MINTURN:

ATTEST:

By: \_\_\_\_\_  
Matthew Scherr Mayor

\_\_\_\_\_  
Town Clerk

Town of Minturn, Colorado  
2016 License Agreement  
Minturn Realty Company, Inc. Improvements

MINTURN REALTY COMPANY, INC.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit A

# Property Boundaries



STICKY  
FINGERS  
CAFE AND  
BAKERY



[stickyfingersbakedgoods@gmail.com](mailto:stickyfingersbakedgoods@gmail.com)

# (970) 827-5353

# Plan4Health Grant Project

## *Policy Scan*

A Project of the Healthy Communities Coalition

Katie Haas, Eagle County Public Health and Environment

Kris Valdez, Eagle County Planning Department

# Plan4Health Grant Details and Background

**Grant Term:** January - December, 2016

**Grant Amount:** \$117,000

**Grant Intent:** Support Coalitions and cross-sector partnerships to make policy, systems and environmental changes to support healthy living in the built environment

[www.plan4health.us](http://www.plan4health.us)

# PLAN4Health

An American Planning Association Project



# Plan4Health and Town of Minturn

Presentation to Town of Minturn Town Council on December 16, 2015 - included presentation of an intergovernmental agreement (IGA) with Eagle County for the Town's participation.

IGA fully executed on April 5, 2016

# Healthy Living and the Built Environment

## Examples:

- Access to healthy food - e.g. community gardens, local grocers
- Access to physical activity - e.g. parks, open space
- Creating a sense of place
- Access to transportation



*To create a healthy built environment, communities need to be designed in a way that enables people to grow up, live, work, play, study, pray, and age in ways that allow them to be safe, healthy, thrive, and reach their full potential.*

# Plan4Health Policy Scan Intent

Review the comprehensive plans of Eagle River Valley communities to understand how healthy living has been prioritized.

*Towns of Avon, Eagle, Gypsum, Minturn, Red Cliff, Vail, and Eagle County*

Results will not be compared across jurisdictions.

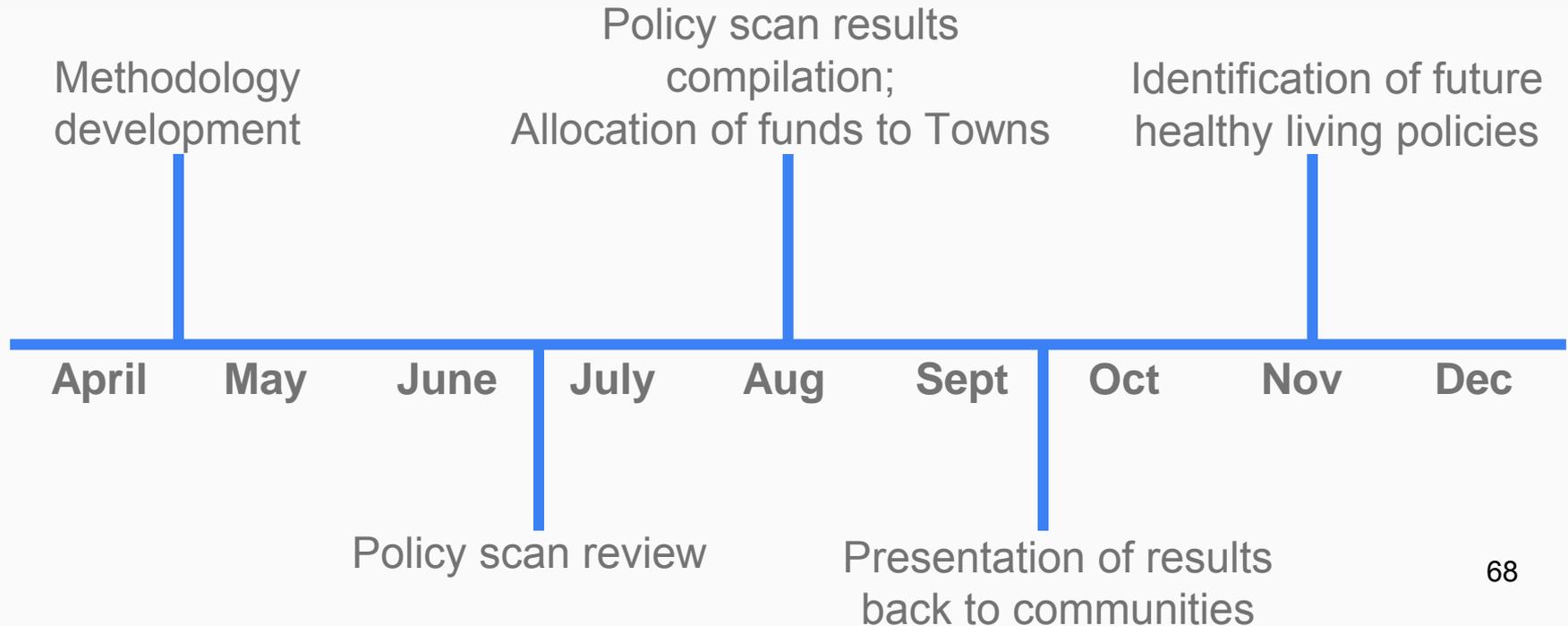
Opportunities for future priorities and alignment will be identified.

# Plan4Health Policy Scan Methodology DRAFT

Priority areas identified for policy scan DRAFT methodology:

- Food and nutrition
- Active living
- Community design and land use
- Social stability

# Next Steps and Timeline



# Other Feedback and Questions





TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

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

*MEMORANDUM*

TO: Mayor and Town Council  
FROM: Jay Brunvand, Treasurer/Clerk  
CC:  
DATE: Friday, April 8, 2016  
RE: Discussion regarding Council Appointment

**Background:**

In light of Council Member Matt Scherr's ascension to the seat of Mayor and Jason Osborne's resignation, Staff has proceeded as directed by Council at the April 6, 2016 Council meeting with a search of interested qualified citizens to fill the vacant seats. The Minturn Town Charter states Council must act to fill a Council vacancy by appointment within 30 days after such vacancy occurs. As directed, Staff has:

1. Posted the Town Center website and posting boxes with requests for Letters of Interest from qualifying citizens.
2. Published an ad in the Vail Daily newspaper as well.

**Vacancies:**

**Section 4.6 Vacancies.**

An elective office shall become vacant whenever any officer is recalled, dies, becomes incapacitated, removes from or becomes a nonresident of the Town, absents himself from meetings of the Council for sixty (60) days, unless excused by resolution thereof, is convicted of a felony or is judicially declared a mental incompetent. In case of vacancy the remaining Council Members shall choose by majority vote, within thirty (30) days after such a vacancy occurs, a duly qualified person to fill the unexpired term so vacant. If more than three vacancies occur simultaneously, the remaining Council Members shall call a special election to fill such vacancies provided there will not be a regular general municipal election within thirty (30) days.

If a councilmember's office is vacated during the first two (2) years of a four-year term, the term of the newly appointed councilmember shall expire at the next regular municipal election, and the qualified electors shall elect a councilmember to complete the final two plus years of that term.

Both, Scherr and Osborne's seats have been vacated for the second half of each term. Therefore, both seats would be appointed for two years at which time the seats would stand for a four year elected term in April 2018.

**Candidate Qualifications:**

**Minturn Town Charter Section 4.3 Qualifications.**

No person shall be eligible to be elected or appointed to the office of Mayor or Council Member unless he has:

- Been a citizen of the United States for not less than seven (7) years,
- Is at least twenty-five (25) years of age, and
- Shall have been a resident of the Town of Minturn not less than two (2) years immediately preceding such election or appointment or in the case of the Mayor, five (5) years immediately preceding such election or appointment.

Each elected official shall maintain his residency in the Town throughout his term of office. If an elected official shall move from the Town during his term of office, his seat shall be vacant and such vacancy shall be filled as provided by this Charter. A person who has been convicted of a felony shall not be eligible to become a candidate for a Town office.

**Recommended Time Line:**

April 6            Discussion and direction on procedure with Council.

April 7 -           Solicit Letters of Interest  
April 25

May 4 Interview and appoint interested applicant

I have attached the Public Notice which was used.

## **PUBLIC NOTICE**

The Town of Minturn Town Council is soliciting letters of interest for appointment of **TWO** citizens to the Town Council.

Letters of Interest are to be submitted to Jay Brunvand, Town Treasurer/Clerk by the end of business on Tuesday April 26, 2016.

Town of Minturn  
Jay Brunvand, Town Clerk/Treasurer  
302 Pine St  
P.O. Box 309  
Minturn, CO 81645

[Treasurer@minturn.org](mailto:Treasurer@minturn.org)

During the regularly scheduled Meeting on May 4, 2016 all applicants on file will have 3-5 minutes to introduce themselves to the Council and community with a question and answer forum to follow. At the conclusion of the question period Council will vote, by paper ballot, for the Council Appointment.

### **GENERAL INFORMATION**

Minturn is a Home Rule Town, with a Council-Manager form of government. The Council consists of seven members including the Mayor. Council members receive a salary of \$200 per month and the Mayor receives a \$400 monthly salary plus \$100/\$200 for Special Meetings. The Mayor Pro-Tem is appointed by the Mayor from among the council members, subject to approval by the council.

The Council meets regularly on the first and third Wednesday of each month. The work sessions begin at approximately 5:00pm and the Council Meeting follows at 6:30pm

### **CANDIDATE QUALIFICATIONS**

No person shall be eligible to be elected or appointed to the office of Mayor or council member unless he or she has been a citizen of the United States for not less than seven (7) years, is at least twenty-five (25) years of age and shall have been a resident of the Town of Minturn not less than two (2) years immediately preceding such election or appointment or in the case of the Mayor, five (5) years immediately preceding such election or appointment. A person who has been convicted of a felony shall not be eligible to become a candidate for a Town Office.

## **VACANCY**

In the case of vacancy the remaining Council Members shall choose by majority vote, within thirty (30) days after such a vacancy occurs, a duly qualified person to fill the unexpired term so vacant.

If a Councilmember's office is vacated during the first two (2) years of a four-year term, the term of the newly appointed Council Member's term shall expire at the next regular municipal election, and the qualified electors shall elect a Councilmember to complete the final two years of that term.

In this instance the Council will appoint **TWO** qualified candidates to fill two vacant seats for remainder of the second 2-years on individual terms. The position will stand for election in April 2018 for a 4-year position.

**ACTION ITEMS REPORT**

From: Town Manager  
16-Mar-16

Action Item	Responsible staff	Status
Eagle River Park Grant	Hawkinson	sod and basketball net installed Cintas best bathroom award
"History Walk in the Park" and bathrooms		Design for educational portion beginning
Lease Lot cleanup and leasing	Martinez	berm improved, needs seeded
Boneyard	Hawkinson	complete management plan
Little Beach Park	Powell	review improved park plans
Memorialization Guidelines	Metteer	staff presented Jan.21, 2015
Minturn Fitness Center	Powell Rosenfeld Bidez	Property tax exemption has been approved by state achieve 501.c.7 non-profit status
Minturn Education Fund	Powell Bellm	501.3 IRS tax exempt application sent Jay has discussed seperation of budget/audit scholarships to be awarded in Spring
Zoning Code Amendments	Hawkinson Powell Sawyer	phase 1 complete and adopted by Council phase 2 schedule to be decided Sawyer reviewing subdivision code
Guide Sign Plan	Metteer	Submitted to CDOT for review
Water Rate Structure and Rates	Powell water committee	decision on structure and rates made review revenues in 2016
Entryway/100 Block Project Steet Projects	Powell Hawkinson Inter-Mountain Engr.	phase 1 substantially complete by contractor seeding in Spring, decorative fencing to be installed bids and award at 4/6 meeting
South Minturn Engineering TAP GRANT	Powell Osborne Inter-Mountain Engr.	IGA fully executed between CDOT and Town Stolfus agreement scheduled for April 20 meeting
Bolts Ditch within Wilderness	Powell	costs being shared with Battle Mountain 50/50 WLG contract approved legislaton introduced, hearings have begun
Building Code Adoption--newer codes		place holder
Term Limits	Sawyer	Charter or ordinance amendment decide particulars of amendment