



AGENDA

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order and times of agenda items listed are approximate and intended as a guideline for the Town Council.

MEETING OF THE MINTURN TOWN COUNCIL

**Minturn Town Center 302 Pine Street
Minturn, CO 81645 • (970) 827-5645**

Wednesday September 1, 2021

The public is welcome to join the meeting in person or using the following methods:

<https://us02web.zoom.us/j/88967020496>

Or join by phone:

US: +1 301 715 8592 or +1 651 372 8299

Webinar ID: 889 6702 0496

Regular Session – 5:30pm

**MAYOR – John Widerman
MAYOR PRO TEM – Earle Bidez**

COUNCIL MEMBERS:

Terry Armistead
George Brodin
Eric Gotthelf
Gusty Kanakis
Tom Sullivan

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.

Regular Session – 5:30pm

1. Call to Order

- Roll Call
- Pledge of Allegiance

2. Public comments on items which are ON the consent agenda or are otherwise NOT on the agenda as a public hearing or action item. (5-minute time limit per person)

3. Approval of Consent Agenda (5Min)

A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist making the meeting more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council member wishes to discuss a Consent Agenda item, please tell me now and I will remove the item from the Consent Agenda and place it in an appropriate place on the meeting agenda so it can be discussed when that item is taken up by the Board. Do any Council members request removal of a Consent Agenda item?

- August 18, 2021 Meeting Minutes Pg 4
- Resolution 28 – Series 2021 A Resolution approving an Intergovernmental Agreement for the Master Interceptor Aerial Crossing and Bridge between Eagle River Water and Sanitation District, the County of Eagle, and the Town of Minturn – Metteer Pg 12
- Planner Review – 76 Meek Pg 23

4. Approval of Agenda

- Items to be Pulled or Added
- Declaration of Conflicts of Interest

5. Special Presentations

- Council Comments/Committee Reports (10 min)

6. Liquor Authority

- Anonima Art Fest – Anonima Art Fest, a 501(c)(3), Request for Special Event Permit Event Date September 11, 2021; Little Beach Park 800 Cemetery Rd; Crys Shannon – Brunvand Pg 42

PUBLIC HEARINGS AND/OR ACTION ITEMS

7. **Public Hearing/Action Item:** Resolution 29 – Series 2021 a Resolution approving a Community/Master Plan contract – Metteer Pg 51

8. **Public Hearing/Action Item:** Ordinance 07 – Series 2021 an Emergency Ordinance enacting a moratorium to the acceptance and processing of any new land use applications for design review, conditional use review, and limited use review for non-retail uses located on the street level of the 100 Block Commercial Zone – Sawyer Pg 107

DISCUSSION AND/OR DIRECTION ITEMS

9. **Discussion/Direction:** Battle Mtn default – Metteer/Sawyer Pg 111
10. **Discussion/Direction:** 2022 Budget updates: Little Beach Park – Brunvand/Metteer Pg 117

COUNCIL INFORMATION / UPDATES

11. Staff Updates (5 Min)

- Manager's Report Pg 127
- Future Agenda Items Pg 131

MISCELLANEOUS ITEMS

12. Future Meeting Dates

- a) Council Meetings:
 - September 15, 2021
 - October 6, 2021
 - October 20, 2021
 - November 3, 2021

13. Other Dates:

- Last Summer Market – September 4, 2021
- Labor Day – September 6, 2021 – Office Closed

14. Adjournment



OFFICIAL MINUTES

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MEETING OF THE MINTURN TOWN COUNCIL

Minturn Town Center 302 Pine Street
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Wednesday August 18, 2021

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Regular Session – 5:30pm

1. Call to Order

- Roll Call

The meeting was called to order by Mayor John W. at 5:35pm using a hybrid in-person and ZOOM on-line meeting format.

Those present include: Mayor John Widerman, Mayor Pro Tem Earle Bidez and Town Council

members George Brodin, Eric Gotthelf, Gusty Kanakis, and Tom Sullivan. Note: Terry A. was excused absent.

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

- Pledge of Allegiance

2. Public comments on items which are ON the consent agenda or are otherwise NOT on the agenda as a public hearing or action item. (5-minute time limit per person)

Note: Terry A. arrived at 5:37pm.

Mr. Kelly Toon, 531 Main St, spoke regarding a historical district or historical building dedication in Minturn and asked the Council to consider some sort of action.

Ms. Susan Morrison, 217 Main St, also spoke to save the historical buildings in town in light of a proposed redevelopment of a building in the 100 Block. Michael S. noted this process is following our code and has been reviewed by the Town Planner and determined to be in line. Michael S. stated he would do a quick review of the code.

Mr. Kelly Toon, 531 Main St, stated this was not a club. Rather it was a religious or ceremonial establishment and felt the decision should be reviewed. He questioned if this was the best and fairest use of the property.

Michael S. stated the question of an appeal of the Planning Director was covered in the Code and reviewed the procedures. The decision was made by the Planner but the first time it became public was at the last (8/11/21) Planning Commission Meeting so that meeting would trigger a 20-day window to call for the review since that is when the decision became public. Discussion ensued as to what an aggrieved citizen would be and how this appeal would proceed.

Terry A. stated the Council may want to review the decision of a historical district at a future meeting.

It was determined that a letter contesting the decision could be filed with the Town Manager's Office within 20 days. The public meeting determining the status of the building was 8/11/21, the 20-day window would require a letter be received by the Town Manger no later than Tuesday 8/31/21.

3. Approval of Consent Agenda (5Min)

A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist making the meeting more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council member wishes to discuss a Consent Agenda item, please tell me now and I will remove the item from the Consent Agenda and place it in an appropriate place on the meeting agenda so it

can be discussed when that item is taken up by the Board. Do any Council members request removal of a Consent Agenda item?

- August 4, 2021 Meeting Minutes
- Planning Review – ERWSD Dowd Lift Station – Harris
- Letter of Support for DOLA: Colorado Main St Program – Metteer

Motion by Terry A., second by Gusty K., to approve the Consent Agenda of August 18, 2021 as presented. Motion passed 7-0.

4. Approval of Agenda

- Items to be Pulled or Added
- Declaration of Conflicts of Interest

Request to remove the liquor permit review per request of the applicant due to a conflict of dates and use of the event field.

Motion by Eric G., second by Tom S., to approve the agenda as amended. Motion passed 7-0.

5. Special Presentations

- Council Comments/Committee Reports (10 min)

Earle B. noted the opening of the bike bridge adjacent to the USFS Bridge at the north end of town.

George B. noted the Minturn Matters held last night at the Saloon and noted some great conversation.

Terry A. noted the last summer concert is tomorrow night (8/19/21). The Minturn Community Fund will not have a Halloween Party fund raiser this year and noted fund raising events held recently.

Michelle M. noted at the Mayors/Managers meeting a draft MOU regarding the Transit Authority will be forth coming and discussions on housing and childcare needs were held.

6. Liquor Authority

- Minturn Community Fund – 2nd Annual Bindu Memorial Minturn Community Fund Request for Special Event Permit Event Date August 28, 2021; VSSA 1 Academy Loop Minturn; John Widerman – Brunvand

This item was removed from the agenda by applicant request.

PUBLIC HEARINGS AND/OR ACTION ITEMS

- 7. Public Hearing/Action Item:** Ordinance 05 – Series 2021 (Second Reading) An Ordinance approving a Franchise Agreement for Holy Cross Electric – Brunvand

This proposed agreement is a 10yr agreement as required in Town Charter 10.4. The Town Charter Article 10 sets forth the general powers and conditions for the granting of utility franchise within the Town of Minturn. This Ordinance has been reviewed against both the Town Charter and the Town Municipal Code (Chapter 5) and has been found to properly conform to those requirements. Holy Cross has held a Franchise Agreement with the Town as required and that agreement is set to expire. Holy Cross provides electric and gas service to a very small portion of the town. In review of the current Holy Cross Franchise Agreement with the proposed agreement I found only two changes. The first was the Ordinance number and date, the second corrected the spelling of a word, "rfers" corrected to "refers" (Article 2.5). No other changes are proposed. Notice of this agreement has been published by and at the expense of Holy Cross Energy as required by law. Further, as an Ordinance, there will be two public hearings. Holy Cross Energy, as required by the existing Franchise Agreement and extended with this proposed agreement, pays a 3% franchise fee based on quarterly revenues as laid forth in Article 8 and contributes \$2,000 annually as laid forth in Article 11 of the agreement. The 3% fee equates to approximately \$2,000 annually. There have been no changes since First Reading.

Public Hearing Opened.
No Public Comment.
Public Hearing Closed.

Motion by Earle B., second by Gusty K., to approve Ordinance 05 – Series 2021 (Second Reading) An Ordinance approving a Franchise Agreement for Holy Cross Electric as presented. Motion passed 7-0.

8. **Public Hearing/Action Item:** Ordinance 06 – Series 2021 (Second Reading) An Ordinance repealing sections of the meetings electronic participation policy.

At the June 2 meeting, Council adopted a new Electronic Participation Policy by Resolution No. 17, Series 2021. As discussed in earlier Council direction discussion, this conflicts with existing Municipal Code provisions. This Ordinance will repeal the existing Sec. 2-2-50 - Telephonic and electronic participation in meetings - and provides that Council can adopt policies on the topic, which has already occurred. There have been no changes since First Reading.

Public Hearing Opened.
No Public Comment.
Public Hearing Closed.

Motion by Terry A., second by Eric G., to approve Ordinance 06 – Series 2021 (Second Reading) An Ordinance repealing sections of the meetings electronic participation policy as presented. Motion passed 7-0.

DISCUSSION AND/OR DIRECTION ITEMS

9. **Discussion/Direction:** Shooting Range funding – Metteer

Michelle M. introduced the item stating the Minturn shooting range has recently (over the last several years) seen an increase in activity not typically experienced in the range's 100-year history. As is understood, the range originated as a location for locals to sight-in their rifles in preparation for hunting season. As the Colorado population has grown and human activity in the White River National Forest has increased exponentially, the shooting range has seen an increase in undesirable use (exploding targets, unsafe shooting practices-shooting while other users are downrange, leaving debris and trash, shooting at items not allowed-TV's, etc. and more).

The USFS has rules and regulations pertaining to dispersed shooting ranges. Unfortunately, without the presence of supervision or enforcement, some individuals either do not educate themselves on their responsibilities as a shooting range user or do not care.

The perception of the shooting range as being a bit of the "wild west" has led to two human-caused fires during the dry summer season of 2018. Locals are now searching for solutions on a variety of issues stemming from the range, most significantly safety.

The core group of volunteers, commonly known as the Shooting Range Committee, have done everything available to them in an effort to improve the cleanliness and safety at the TETR. The group is now at a crossroads where to make any meaningful change, a public process must be conducted in alignment with "Recreational Shooting Collaborative Process" memo by the USFS for consideration by the USFS for any additional changes at the range (hours of operation, management, earthwork improvements, etc.).

Staff is requesting approval of \$14,000 toward the cost of the Keystone Policy Center (KPC) public facilitation proposal. This proposal is a total of \$28,000 and the County has agreed to pay 50% or \$14,000.

Terry A. emphasized very little can be done on USFS land to make this facility a safer place. She stated this has been a slow, more-than-2yr, process just to get to this point. She emphasized the need for the KPC's direction and assistance.

Mr. Rob Davis, 1796 Main St, spoke in support of the funding request and the need to continue this process. He felt this is something the government should do to fund public concerns such as this request in a responsible manner.

Gusty K. supported the work to date but felt the USFS owns the property which is within the County and they should be tasked with funding the work. Terry A. stated the KPC would assist in identifying stakeholders and roles thereof as well as next steps. She stated the USFS has been a strong member of the process to this date and are in support of the KPC.

Earle B. stated public safety is our number one task as a Council and felt we needed to support this with the funding.

Discussion ensued as to how this would be funded in the current budget.

Direction given by Council was to proceed with the \$14,000 KPC appropriation.

10. Discussion/Direction: American Rescue Plan appropriation – Metteer

Michelle M. updated the town has received half but will receive a total of approximately \$250,000 to be received in two installments of approximately 50% each, one in 2021 and one in 2022. To date we have received \$143,897.73. Staff is requesting direction on how this funding be allocated. The Federal Gov't has given guidance on how these funds can be spent and these funds must be spent by 2024. She noted the four general ways we can spend the money. She stated Staff feels the best allocation would be to water infrastructure by applying the funds to the new water plant, water tank, meters, etc.

Tom S. noted the needs of water are very important.

Direction From Council Given: to proceed as recommended by Staff with the allocation of the ARP funding in the amount of just less than \$250,000 toward costs associated with water infrastructure improvements.

COUNCIL INFORMATION / UPDATES

11. Staff Updates (5 Min)

- Manager's Report

Wellfield Mapping

Location mapping is complete for the test production well in the decreed wellfield area. This work was/is critical for understanding property impacts and permitting requirements. With the understanding that the test production well will be located on Union Pacific land, Minturn can move forward in understanding the access and permitting costs associated with the test well.

Minturn Heritage

151 Main Street recently sold and the new owner is looking at a building opportunity which includes the removal of the current (non-officially-historic) structure commonly known as the Uptown Store. This building was built in the late 1800s and was originally owned by the Nelson Family who farmed lettuce on Meadow Mountain. Minturn has a unique heritage in the Eagle River Valley and I would like to gauge the Council's interest in discussing the relocation of this building to preserve a piece of Minturn's history. I will seek Council approval to add this to an upcoming agenda.

Phase II Main Street Sidewalk Construction

Minturn recently applied for a grant from the Colorado Department of Transportation Revitalizing Main Streets program for the construction of sidewalk, curb, gutter and filtration from the 900-block of Main Street to the Boneyard Open Space entrance. Unfortunately, this grant process was extremely competitive and Minturn was not awarded the grant. We will continue to apply for funding toward the continuation of sidewalks on Main Street.

Taylor Ave School Bus Stop

Due to a variety of factors effecting the Eagle County School District, it is my understanding that

the school bus stop on Taylor Avenue has been eliminated and students living on Taylor will be utilizing the school bus stop on Main Street. Although the walk to/from Main St to Taylor Ave is somewhat nearby, staff has concerns pertaining to the need for pedestrian mobility (separate and away from vehicular traffic). We will begin to evaluate the ability to incorporate pedestrian facilities from Taylor to/from Main Street and come back to Council with more information.

Michelle M. reviewed this during the meeting and stated she is moving forward at Staff level to consider solutions.

Terry A. stated often decisions look most promising on paper but don't make sense in practice. She encouraged both the school district and parents get involved in this discussion as well.

Downtown Colorado Inc. (DCI) Challenge Town

The Town of Minturn has applied to be a DCI Challenge Town.

DCI's Colorado Challenge Accelerator Program is a team building accelerator focused on establishing a plan of work and proposal that engages public, private, and non-profit partners to address a significant community challenge over the course of twelve months. The Colorado Challenge Program works to transform the community's challenge into an opportunity, to establish a proposal, financing approach, and team of community partners ready to implement their plan of action.

Phases of the Program

The program includes five phases of planning and development that will help our Colorado communities establish a plan for community-wide initiatives to foster sustainable community and economic development. This involves public, private, and non-profit partners moving forward to establish their community as a business-friendly destination for entrepreneurs and community initiatives.

The phases include:



[More Information – Challenge Town Report](#)

- Future Agenda Items

Add discussion of the recognition of the historical buildings.

EXECUTIVE SESSION

- 12. Executive Session:** An Executive Session to conference for the purpose of consulting with the Town Attorney(s) under CRS 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 24-6-402(4)(e) – Battle Mountain

Motion by Terry A., second by George B., to convene in Executive Session to conference for the purpose of consulting with the Town Attorney(s) under CRS 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 24-6-402(4)(e) – Battle Mountain. Motion passed 7-0.

Those included in the Executive Session were the Council present, Town Manager Michelle M. and Town Attorney Michael S.

Motion by George B., second by Terry A., to send notices of default under the Water Service Agreement, the Annexation Agreement and the 2012 Agreement for failure to meet commitments that accrued with Final Approval and the cessation of the \$15,000 per month obligation. Motion passed 7-0.

MISCELLANEOUS ITEMS

13. Future Meeting Dates

- a) Council Meetings:
- September 1, 2021
 - September 15, 2021
 - October 6, 2021
 - October 20, 2021

14. Other Dates:

- Last Summer Market – September 4, 2021
- Labor Day – September 6, 2021 – Office Closed

15. Adjournment

Motion by Gusty K., second by Terry A., to adjourn at 9:54pm. Motion passed 7-0.

John Widerman, Mayor

ATTEST:

Jay Brunvand, Town Clerk



To: Mayor and Council
From: Jay Brunvand
Date: September 1, 2021
Agenda Item: Resolution 28 – Series 2021

REQUEST:

Council is asked to approve Resolution 28 – Series 2021

INTRODUCTION:

This proposed Memo Of Understanding between ERWSD, Eagle County, and the Town of Minturn is an agreement for the construction and future maintenance of the Interceptor Aerial Crossing also known as the pedestrian bridge located at the north end of town across Hwy 24 from the USFS parking lot at Meadow Mtn.

ANALYSIS:

This agreement will provide pedestrian and bicycle crossing of the Eagle River allowing users to avoid the vehicle bridge and extends the county bike path system.

This agreement calls for the Town to contribute \$50,000 toward the construction costs incurred by ERWSD as laid forth in 2(c)(i) and unstated future costs for the ongoing maintenance of the bridge as laid forth in 3(c)(i).

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

Initial FY2021 costs are budgeted at \$50,000 for construction and future costs will be included as needed in those anticipated years.

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Approved within the motion to approve the Consent Agenda.

ATTACHMENTS:

- Resolution 28 – Series 2021

**TOWN OF MINTURN, COLORADO
RESOLUTION 28 – SERIES 2021**

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN EAGLE RIVER WATER AND
SANITATION DISTRICT, EAGLE COUNTY GOVERNMENT
AND THE TOWN OF MINTURN FOR THE CONSTRUCTION
AND FUTURE MAINTENANCE OF THE MINTURN
INTERCEPTOR CROSSING AND PEDESTRIAN BRIDGE
WITHIN THE TOWN OF MINTURN, COLORADO**

WHEREAS, The Town Council recognizes the need and desire to continue to expand the County wide bike path system through the Town of Minturn and further south along US Highway 24; and,

WHEREAS, The Town Council has previously agreed in concept to assist with funding and future management of this bridge; and,

WHEREAS, the Town of Minturn Town Council and Staff have reviewed and support the submitted Intergovernmental Agreement; and,

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

SECTION 1: The Minturn Town Council supports and directs approval and adopting of this Intergovernmental Agreement as detailed in Exhibit A attached to this Resolution,

SECTION 2: The Minturn Town Council hereby authorizes The Town Mayor or his designee to execute any and all necessary documents to implement the proposed Intergovernmental Agreement,

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

**INTRODUCED, READ, APPROVED, AND ADOPTED THIS 1st DAY OF
SEPTEMBER, 2021**

John Widerman, Mayor

Attests:

Jay Brunvand, Town Clerk/Treasurer

INTERGOVERNMENTAL AGREEMENT

FOR

MINTURN INTERCEPTOR AERIAL CROSSING

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by EAGLE RIVER WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, (“District”), Town of Minturn, a Colorado home rule municipality (“Minturn”), and EAGLE COUNTY, a body corporate and politic of the State of Colorado (“County”). Collectively these entities are also referred to as the “Parties”.

RECITALS

WHEREAS, Eagle River Water and Sanitation District is a water and sewer District organized and existing under the Colorado Special District Act; and

WHEREAS, the District is empowered to provide water and sewer service to its customers and constituents within and without its boundaries, within Eagle County, Colorado, on such terms and conditions as the District may decide; and

WHEREAS, the Town of Minturn is a Colorado municipality organized and operated pursuant to its home rule charter and Colorado law; and

WHEREAS, Eagle County is a Colorado county created, organized, and operated pursuant to Colorado law; and

WHEREAS, Section 18(2)(a) and (b), Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., and Section 32-1-1001, C.R.S., provide for the ability of the Parties to enter into contracts and agreements with one another to provide intergovernmental services and facilities, when so authorized by their governing bodies; and

WHEREAS, the Constitution and statutes of the State of Colorado permit and encourage agreements between political subdivisions of the State, in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services; and

WHEREAS, it is recognized by the Parties, that the public health, safety and welfare of their inhabitants is best served by providing high quality water, sewer and storm drainage services and transportation and trail facilities; and

WHEREAS, the District wishes to increase the capacity and enhance operation of its water and sewer mains through construction and completion of the Minturn Interceptor Aerial Crossing (“Water and Sewer Main Project” or “District Project”); and

WHEREAS, Minturn wishes to share and pay a portion of bridge construction costs for purposes of improved transportation infrastructure; and

WHEREAS, County wishes to share in the payment of certain bridge construction costs, costs of east side trail extension, handrails and wingwalls, and bridge gap cover plates; and

WHEREAS, the Parties wish to share construction costs and set forth responsibilities for future maintenance and operation of the bridge which accommodates an interceptor aerial crossing structure to achieve cost sharing and cost savings benefits, minimize disruption to the public and allow the installation of necessary infrastructure. The Parties desire for the District’s Water and Sewer Main Project and Minturn’s and County’s transportation infrastructure to be constructed, administered, and installed, to the extent provided for herein, as one project (collectively, the “Project”); and

WHEREAS, each of the Parties hereto desires to work together to authorize and accomplish the construction of the Project; and

WHEREAS, each of the Parties hereto has determined it to be in the best interests of their respective taxpayers, residents, property owners, and constituents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements, and stipulations contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. Cooperation. The Parties agree to cooperate in sharing the costs of the planning, design, construction, inspection, administration and warrantee phases of the Project referenced in this Agreement and to cooperate and facilitate the combined efforts including, but not limited to the execution of any additional agreements, easements, and rights-of-way necessary to implement the purposes of this Agreement.

2. Construction Cost-Sharing. The District, Minturn, and County agree to pay the following respective costs:

(a) District financed the construction of the bridge with approximately \$1,500,000 from its capital budget;

(b) County agrees to reimburse District for certain construction costs totaling \$92,193, as follows:

- (i) \$50,000 for a portion of the bridge construction costs;
 - (ii) \$16,508 for east side trail extension;
 - (iii) \$10,570 for additional handrail (fabricate, install, paint) on west side wingwall;
 - (iv) \$10,978 for additional handrail (fabricate, install, paint) on east side wingwall;
 - (v) \$586.50 for bridge gap cover plate; and
 - (vi) \$2,964 for handrail structural engineering design.
- (c) Minturn agrees to reimburse District as follows:
- (i) \$50,000 for a portion of the bridge construction costs.

3. Operations and Maintenance Responsibilities.

(a) District. District is responsible for:

- (i) Operations, maintenance, repair, modification, replacement of the sanitary sewer piping, adjacent manholes, pipe supports, insulation, and all appurtenances related to the sanitary sewer piping;
- (ii) Communication and coordination with Minturn and County Trails for routine pipeline maintenance activities; and
- (iii) Ownership of the bridge structure and routine structural inspections at a frequency to be determined. District will coordinate inspections with County and Minturn.

(b) County. County Trails is responsible for:

- (i) Routine maintenance of the bridge, including but not limited to: cleaning, sweeping, snow removal, wood decking inspection and replacement, signage, handrail/guardrail repair, maintenance, and replacements as needed to keep the trail surface in good condition.

(c) Minturn. Minturn is responsible for:

- (i) Coordination and participation in inspections and routine maintenance from the above entities as needed.

4. Cost Sharing. The District agrees to pay all costs to the contractor for the Project. The District will invoice Minturn and County for Minturn's and the County's portion of the work based on work accomplished per the Contractor's invoices and the value of the work listed. Minturn and County will reimburse the District for the invoiced work within 30 days. Minturn and County represent that they have appropriated sufficient funds to pay in full their obligations hereunder and have adequate present cash reserves pledged irrevocably and held for payments in this and, if necessary, in any future years.

5. Change Orders. Any change orders that arise during construction related to the District portion of the Project will be negotiated between the District and the Contractor. Any change orders that arise during construction relating to Minturn's or County's portions of the Project will be reviewed by District, Minturn, and County construction managers prior to approval. Change order work will be completed by the contractor at contracted unit costs, lump sum costs agreed to in advance or on a cost-plus basis. Additionally, the Minturn and County construction managers will review plans and approve change orders in a timely manner. Neither the District nor its contractor will commence any work outside of the contracted items for which it expects reimbursement from the Minturn and/or County without the prior approval of Minturn's and County's Construction Manager.

6. Project Meetings. The District will make a good faith effort to invite a representative of Minturn and County to meetings concerning the Project, and otherwise provide open communications throughout the Project.

7. Warranties. For any work that Minturn or County determine does not conform to the Project or Minturn ordinances or County specifications, or needs to be completed under warranty conditions, Minturn and County shall notify the District and the District will notify the contractor under the terms of the District's agreement with the contractor.

8. Release from Liability. The Parties are effecting this undertaking to achieve mutual benefit; and, accordingly, hold each other harmless from all but gross negligence in executing the terms of this Agreement and completing the Project. The Parties agree to utilize their best efforts in performing all terms of this Agreement.

9. Enforcement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that by executing this Agreement each Party commits itself to perform pursuant to the terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the Party not in breach hereof.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in a court of competent jurisdiction in Eagle County, State of Colorado.

12. Captions. The headings and sections and paragraphs are included only for convenience and reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

13. Binding Agreement upon Successors and Assigns. This Agreement shall run with the land, and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Interested Persons. Nothing herein expressed or implied is intended or should be construed to confer or give to any person or corporation or governmental entity other than District, Minturn and County, any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained, nor limit in any ways the powers and responsibilities of District, Minturn, or County, or any other entity not a party hereto.

15. Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or sent by certified, United States mail, postage prepaid, with return receipt requested, addressed to the parties as follows:

Michelle Metteer, Town Manager
Town of Minturn
301 Boulder Street, #309
Minturn, Colorado 81645

With a Copy to:

_____, Town Attorney

Eagle River Water and Sanitation District
Linn Brooks, General Manager
846 Forest Road
Vail, Colorado 81657

With a Copy to:

Kathryn Winn.
Collins Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, Colorado 80228-1556

Eagle County
Jeff Shroll, County Manager
P.O. Box 850
500 Broadway
Eagle, Colorado 81631

With a Copy to:

Bryan R. Treu, County Attorney
P.O. Box 850
500 Broadway
Eagle, Colorado 81631

Any Party may change the address at which it receives written notice, by notifying the other Party in writing in the manner provided herein.

16. Severability. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted into this Agreement.

17. Waiver. The waiver of any breach of any of the provisions of this Agreement, by any party, shall not constitute a continuing waiver of any subsequent breach by that party, either of the same, or of another provision of this Agreement.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

19. Duplicate Originals. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together, shall constitute one and the same agreement.

20. Separate Entity Status. In no event shall any Party, its employees or its representatives, be considered or authorized to act as employees or agents of the other party.

21. Indemnification. Each party, to the extent permitted by law and subject to all of the immunities, defenses and protections afforded to that party by the Colorado Governmental Immunity Act, shall indemnify and hold harmless, the other Party, its officers, directors, employees and agents from and against any claims including attorneys' fees, arising out of the negligence of the officers, employees or agents of the indemnifying party and arising out of the performance of this Agreement.

22. Force Majeure. No Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is caused by any reason beyond the control of that Party or by reason of any of the following occurrences, whether or not caused by such Party: strikes, labor disturbances or labor disputes of any character, accidents, riots, civil disorders or commotions, war, acts of aggression, floods, earthquakes, acts of God, explosion or similar occurrences; provided, such Party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrence from obstructing full performance. Such occurrences shall not terminate this Agreement and shall not affect this Agreement except as provided in this Section.

23. Entire Agreement of the Parties. This Agreement represents the full and complete understanding of Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of Parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the date and year first above written.

EAGLE RIVER WATER AND
SANITATION DISTRICT

By: _____
Bill Simmons, Chair

Attest:

George Gregory, Secretary

TOWN OF MINTURN

By: _____
John Widerman IV, Mayor

Attest:

Jay Brunvand, Town Clerk

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

By:

Kathy Chandler-Henry, Chair

Attest:

Regina O'Brien, Clerk to the Board of
County Commissioners

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



Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Lauren Dickie
Burke Harrington
Christopher Manning
Jena Skinner

Design Review Board Hearing

Wilson Residence – Conceptual Plan Review for Garage Addition

76 Meek Avenue

Hearing Date:	August 25, 2021
File Name and Process:	Single Family Residence Final Plan Review
Owner/Applicant:	Paul and Sherri Wilson
Representative:	Tom Warzecha
Legal Description:	Lot 39, Block 1, Baldauf Addition
Address:	76 Meek Avenue
Zoning:	Old Town Character Area – Residential Zone District
Staff Member:	Scot Hunn, Planning Director Madison Harris, Planner I
Recommendation:	Conceptual Approval

Staff Report

I. Summary of Request:

The Applicants, Paul and Sherri Wilson, request review of conceptual plans involving the demolition of an existing garage and the construction of a new garage at their residence located at 76 Meek Avenue.

Proposed Plans

The plans show the removal of an existing two-car garage structure and the reconstruction of a new two car garage structure with a height of eleven (11') to the mid-point of the roof above existing grade, and with a maximum height of thirteen (13') feet measured from existing grade to the ridge of the roof. The existing garage and proposed reconstructed garage are located on west side of the property.

Also shown on the plans is the addition of a new master bathroom in an area previously covered by the existing garage. This bathroom addition is more akin to a reconfiguration of existing habitable space and is not proposed to add any additional building lot coverage.

Parking is adequate, with two spaces provided within the garage, and one space in front of the garage.

According to staff's analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town's standards.

The plans are fairly complete and normally staff would recommend a final plan review and approval. However, the plans do not include a current topographical survey which will be needed prior to any final plan approval.

The subject property is unique in that it fronts on three streets (Boulder to the east, Meek to the South, and Pine to the West). Per the Town of Minturn Municipal Code, the front yard/lot line is the side of the lot fronting along Meek due to the placement of the front door and entrance. Therefore, side lot lines – and side yard setbacks - are prescribed along the Boulder and Pine sides of the property.

As a reminder, the Planning Commission has the option to review the proposal as a “conceptual” plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or, the Commission may take action to approve, approve with conditions, or deny the plans as “Final.”

Staff is recommending conceptual approval with the condition that the Applicant return before the Design Review Board with a topographical survey and final site plan showing all existing and proposed grading and drainage.

II. Summary of Process and Code Requirements:

This is a conceptual plan level of review for a garage. This is an informal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB's concerns or feedback regarding suggested revisions to the project.

As noted above, if the DRB feels that the plans are complete, are appropriate, and that the plans meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB

has the option to take final action to approve or approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions to the plans.

No variances are required or requested at this time.

Applicable Definitions

The following definitions from Article 2 – *Definitions*, Minturn Municipal Code, are relevant to this review:

Yard, front means that portion of a yard between the street line and the front door of the building and between the two (2) side lot lines, the depth of which shall be the least distance between the front lot line and the building.

Yard, side means all the yard between the front and rear yards, the width of which shall be the least distance between the side lot lines and the building.

Design Review Process

Appendix ‘B’ of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection “d” below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

(d) Administrative procedure.

(1) Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.

(2) Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:

- a. The proposal's adherence to the Town's zoning regulations.*
- b. The proposal's adherence to the applicable goals and objectives of the Community Plan.*
- c. The proposal's adherence to the Design Standards.*

(3) Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:

- a. That the proposal is in conformance with the Town zoning regulations.*
- b. That the proposal helps achieve the goals and objectives of the Community Plan.*
- c. That the proposal complies with the Design Standards.*

Staff suggests that the final plans for 701 Boulder Street meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ of subparagraph 3 – *Necessary findings*.

III. Zoning Analysis:

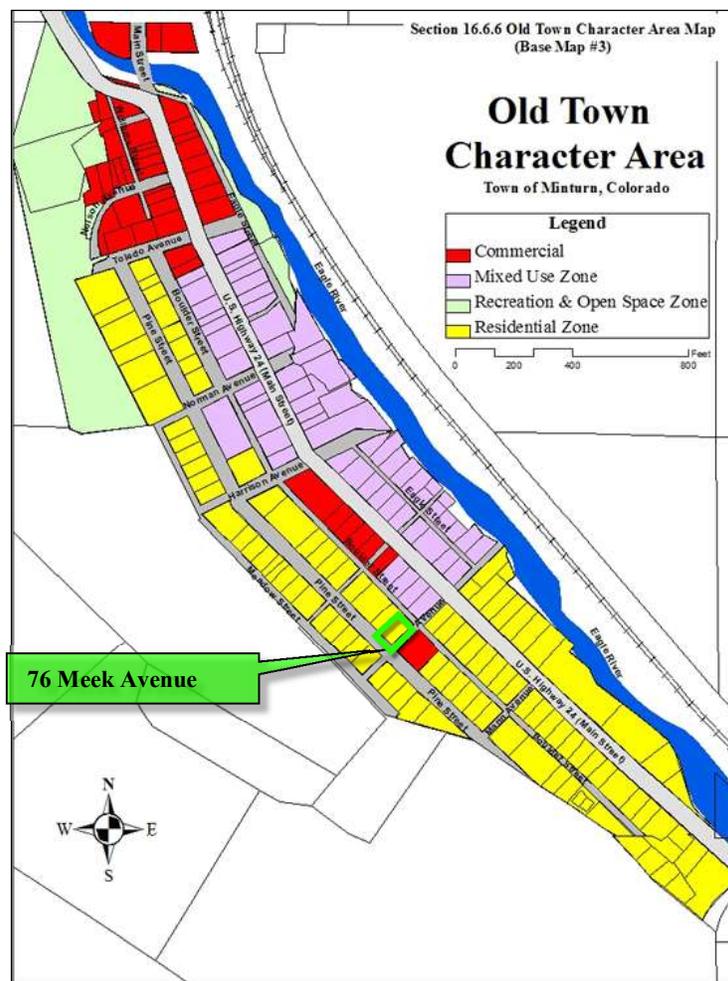
Zoning

The subject property is located within the “Old Town Character Area” Residential Zone District, described as follows:

- (a) *The neighborhood is bisected by Highway 24 and is characterized by single-family residences with a mix of business and institutional uses. **The residences are typically one (1) and two (2) stories, with outbuildings and minimal setback between structures.***
- (b) *The purpose of this zone is to **provide for continued residential use and redevelopment that preserves the unique character and scale of the neighborhood.** An objective is to retain the historically residential areas as quiet and safe neighborhoods while allowing for limited home-based occupations and home-based businesses to encourage permanent residency. **This area can accommodate reasonable growth where land and services are available.**”*

- Town of Minturn Town Code Section 16-6-20

Figure 1: Old Town Character Area Zoning Map



Dimensional Limitations and Development Standards

The following tables summarize the lot, development and dimensional standards and limitations applicable to Lot 2 pursuant to Section 16-2-40. - *General lot requirements and dimensional standards*; Section 16-16-20 – *Parking Required for Residential and Lodging Uses*; and Section 16-6-80 - *Old Town Character Area Limited Use Standards*.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	5,000 sq. ft.	5,000 sq. ft.
Maximum Building Height:	28 feet	13 feet
Minimum Front Setback:	10 feet	10 feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10 feet
Maximum Building Coverage:	45% (2,250 sq. ft.)	Existing - 2,158.8 sq. ft. (43.17%), Proposed - 2,058.7 sq. ft. (41.17%)
Maximum Impervious Coverage:	55% (2,750 sq. ft.)	Existing - 2,213.47 (44.26%), Proposed – 2,113.37 (42.26%)
Minimum Snow Storage Area:	5% of Driveway/Parking Area (15.69 sq. ft.)	Unknown
Parking:	3 spaces	3 spaces

Note: the above calculations are based on the following:

$$\text{Lot 39} = .115 \text{ acres} \times 43,560 \text{ sq. ft./acre} = 5,000 \text{ sq. ft.}$$

$$313.81 \text{ sq. ft. parking area} \times .05\% = \underline{15.69} \text{ sq. ft. (Required Snow Storage)}$$

IV. Applicable Standards and Design Guideline Criteria:

In addition to the development standards listed above, the following general design principles are provided for reference.

Overall Design

The design guidelines encourage designs that integrate or account for snow storage and snow shed from roof structures, along with ensuring that the orientation of buildings relative to solar access, to street frontages, and in relation to neighboring properties is considered. For this property and project the existing lot dimensions and the location of the home on the lot are dictating the location of the new garage.

The subject property is relatively flat and the proposed design generally takes advantage of and responds the existing site. Importantly, the plans show the removal of existing garage structure and existing encroachments into side and rear yard setbacks. The proposed

structure will be located entirely within setbacks and the project will actually reduce building lot coverage and impervious coverage on the lot.

Mass and Form

The following excerpt from the Design Guidelines is applicable to the proposed home design:

“c. Massing and Scale

“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”

-Town of Minturn Design Guidelines

Staff Response:

Staff believes that the design and scale of the proposed structure incorporates a simple central form with additive features and is complimentary to the existing single-family residential structure on the lot, as well as the character of the surrounding built environment. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built. Proposed roof forms and pitches, materials and textures are compatible and complimentary to the surrounding built and natural environments.

V. Issues and Areas of Refinement:

Issues or Required Plan Revisions

The following issues or areas of refinement have been identified by staff that must be addressed prior to any building permit submittal:

Topographic Survey and Final Site Plan

The plans are fairly complete but for the inclusion of a recent topographic survey and detailed site plan showing existing and proposed grades, as well as proposed drainage. These details should be provided prior to final plan approval. At a minimum, these details should be required as part of a building permit submission should the DRB approve the plans as “Final” and authorize the Applicant to move forward with building permit application.

Snow Storage

The plans are fairly complete but do not show snow storage in relation to the driveway. This detail should be provided prior to final plan approval. At a minimum, this detail should be required as part of a building permit submission should the DRB approve the plans as “Final” and authorize the Applicant to move forward with building permit application.

VI. Staff Recommendation and Suggested Conditions:

Staff suggests that the Final Plans for 76 Meek Avenue generally **comply** with or exceed the applicable provisions and/or minimum standards of Chapter 16 and the Town of Minturn Design Standards (Appendix ‘B’) of the Minturn Town Code.

Staff is **recommending conceptual approval** of the with the direction to the Applicant to provide a topographic survey and final, detailed site plan showing existing and proposed grading and drainage.

In the event the Planning Commission, acting as the Town of Minturn Design Review Board, approves of the Final Plans, staff respectfully suggests the following conditions of approval:

1. The Applicant shall provide a topographic map and site plan showing existing and proposed grades, as well as proposed drainage prior to, or concurrent with, the Building Permit application process.
2. The Applicant shall provide a site plan showing adequate and realistic snow storage prior to, or concurrent with, the Building Permit application process.



DESIGN REVIEW APPLICATION

TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT
P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309
Phone: 970-827-5645 Fax: 970-827-5545 Email: planner@minturn.org

Project Name:

WILSON GARAGE RENOVATION

Project Location

Street Address: 76 Meek Ave

Zoning:

RESIDENTIAL

Parcel Number(s):

2103-263-15-023

Application Request:

REMOVE AND REPLACE GARAGE.
PER DRAWINGS

Applicant:

Name:

PAUL & SHERRI WILSON

Mailing Address:

PO BOX 868
MINTURN, CO 81645

Phone:

970-260-0778

Email:

MINTURNPAINT@GMAIL.COM

Property Owner:

Name:

PAUL & SHERRI WILSON

Mailing Address:

PO BOX 868
MINTURN, CO 81645

Phone:

970-260-0778

Email:

MINTURNPAINT@gmail.com

Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex):	# of Bedrooms	# On-site Parking Spaces
5000 sq. ft.	SINGLE FAMILY	2	2
# of Stories:	Snow storage sq ft:	Building Footprint sq ft:	Total sq ft Impervious Surface:
1	200 sq. ft. FRONT YARD	2113.37 2058.7	2113.37

Signature:

Sherril Wilson

Fee Paid:

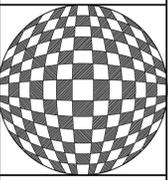
200-

Date Received:

7/29/21

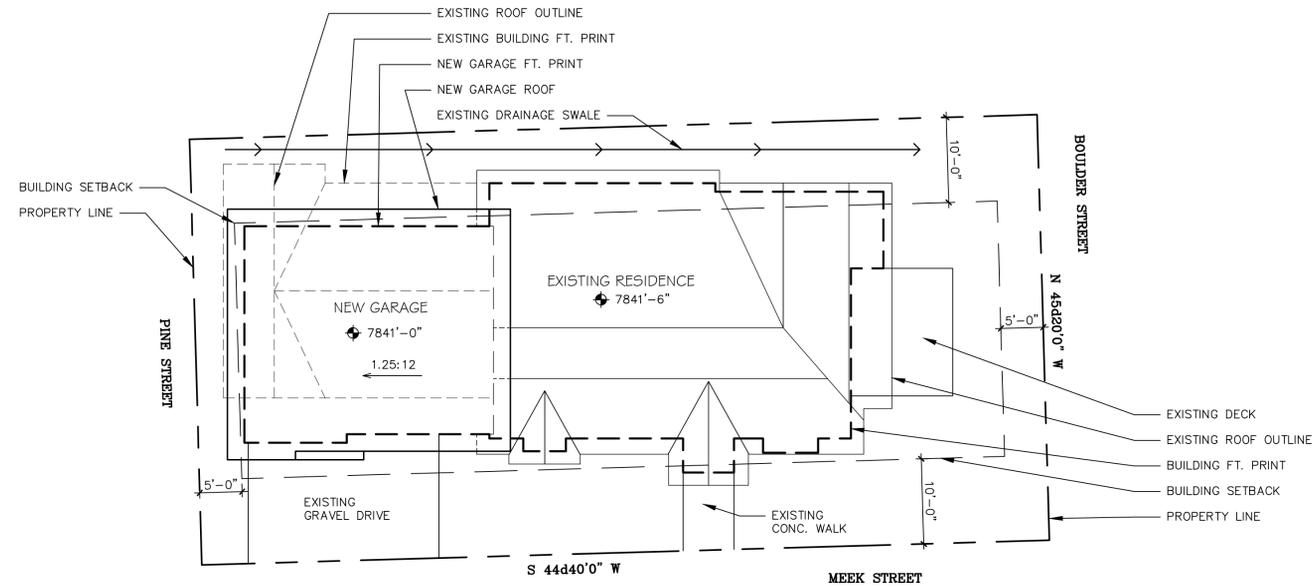
Planner:

Maelzon



WILSON GARAGE REMODEL
76 MEEK STREET
MINTURN, COLORADO 81645

NOTE: PROPERTY LINE LOCATION ESTIMATED.
INFORMATION TAKEN FROM IMPROVEMENT LOCATION CERTIFICATION
LOT 39, BLOCK 1, BALDAUF ADDITION TO THE TOWN OF MINTURN
PREPARED BY LELAND LEGHNER P.L.S. P.O.BOX 3462, VAIL, CO.
DATED 11-30-92



NOTE: NO CHANGE TO EXISTING GRADES OR DRAINAGE.
NEW GARAGE REMAINS AT EXISTING ELEVATION.



SITE DEVELOPMENT PLAN

1" = 10'-0"

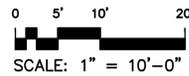
LOT SIZE = 5,000 SQ. FT.
MAX. LOT COVERAGE = 45% = 2,250 SQ. FT.
MAX. IMPERVIOUS = 55% = 2,750 SQ. FT.

EXISTING LOT COVERAGE:
HOUSE AND GARAGE = 2,158.80 SQ. FT.
= 43.17%

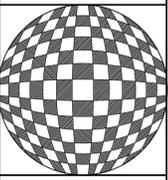
EXISTING IMPERVIOUS:
HOUSE AND GARAGE = 2,158.80 SQ. FT.
ENTRY WALK = 54.67 SQ. FT.
TOTAL = 2,213.47 SQ. FT.
= 44.26%

PROPOSED LOT COVERAGE:
EXISTING HOUSE = 1,339.58 SQ. FT.
NEW GARAGE = 633.14 SQ. FT.
NEW BATH = 85.98 SQ. FT.
TOTAL = 2,058.70 SQ. FT.
= 41.17%

PROPOSED IMPERVIOUS:
EXISTING HOUSE = 1,339.58 SQ. FT.
EXISTING ENTRY WALK = 54.67 SQ. FT.
NEW GARAGE AND BATH = 719.12 SQ. FT.
TOTAL = 2,113.37 SQ. FT.
= 42.26%



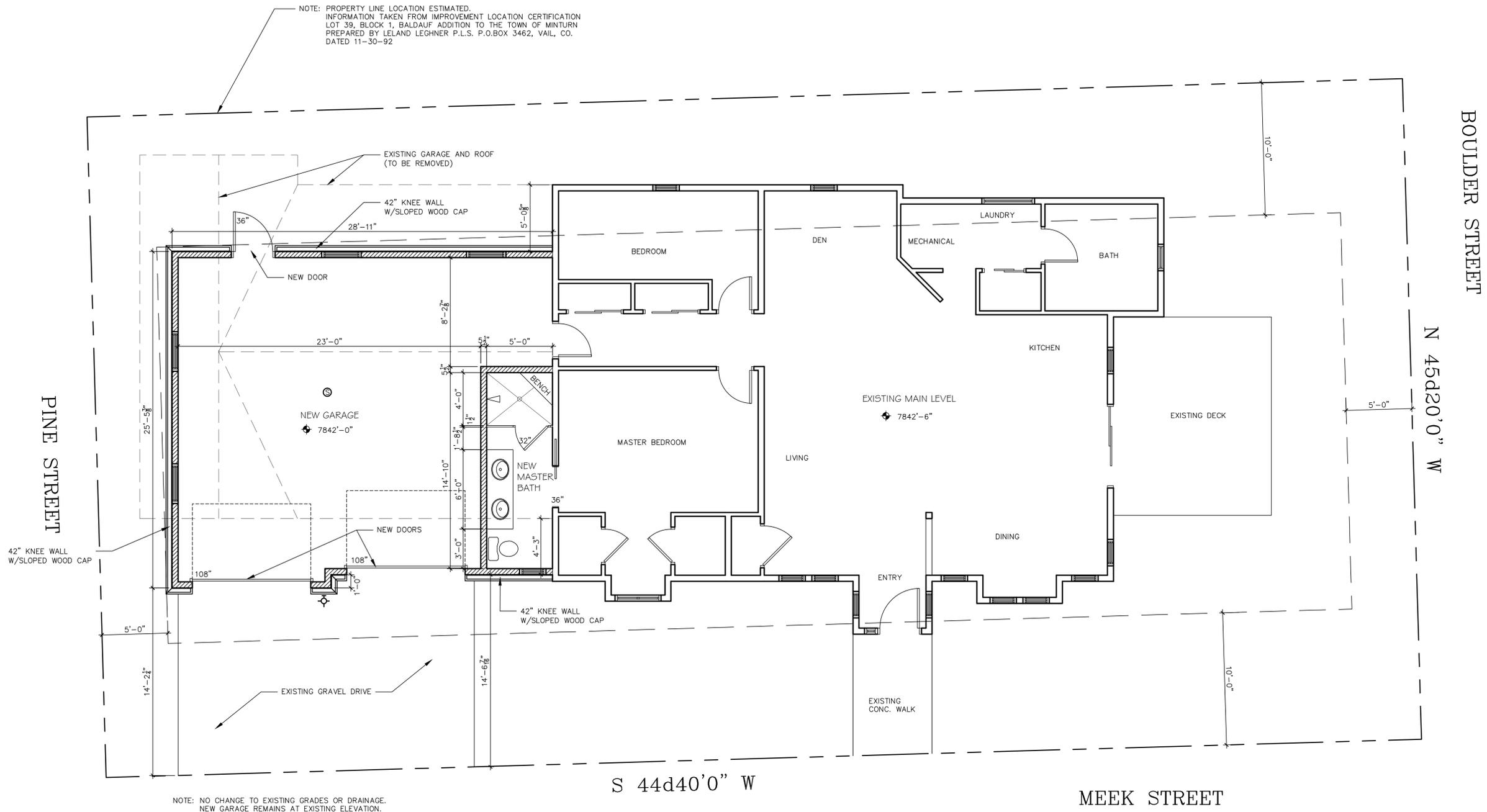
JOB NUMBER	21-3
DRAWN BY	TH
DATE	AUGUST 3, 2021
ROLE	DRB
#	REVISION DATE
	INITIAL



WILSON GARAGE REMODEL

76 MEEK STREET
MINTURN, COLORADO 81645

JOB NUMBER: 21-3
DRAWN BY: TH
DATE: AUGUST 3, 2021
ROLE: DRB

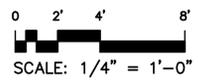


NOTE: NO CHANGE TO EXISTING GRADES OR DRAINAGE.
NEW GARAGE REMAINS AT EXISTING ELEVATION.

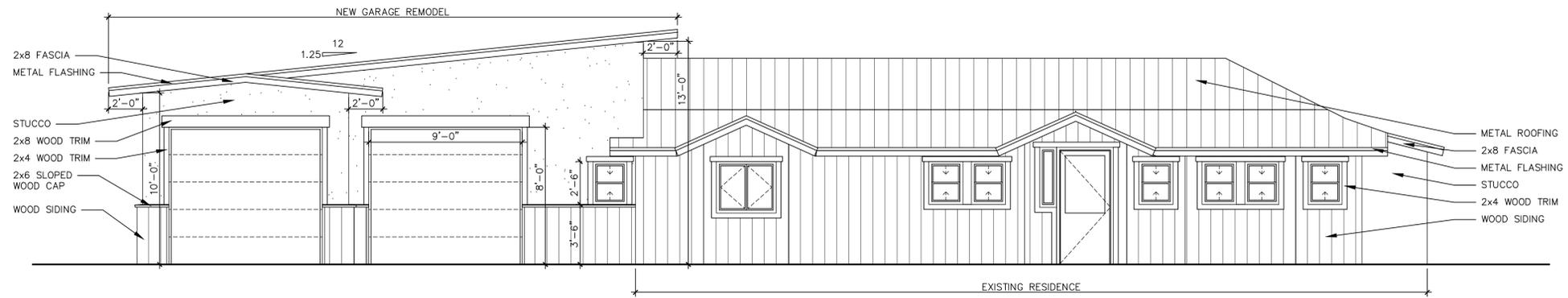


MAIN LEVEL FLOOR PLAN
 1/4" = 1'-0"
 NEW ADDITION: GARAGE = 633.14 SQ. FT.
 BATH = 85.96 SQ. FT.
 TOTAL = 719.11 SQ. FT.

▨ = NEW WALLS

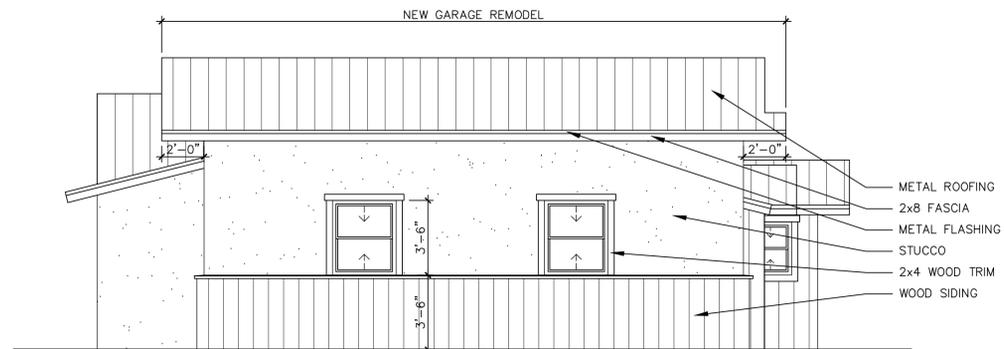


- ⊕ EXTERIOR LIGHTING - VERIFY W/OWNER/ARCHITECT
- ⊙ EXTERIOR WALL SCONCE: LEONLITE OUTDOOR WALL SCONCE #88978 O.A.E.
- ⊙ SMOKE DETECTOR/CARBON MONOXIDE-SILHOUETTE LOW-PROFILE SMOKE ALARM O.A.E.



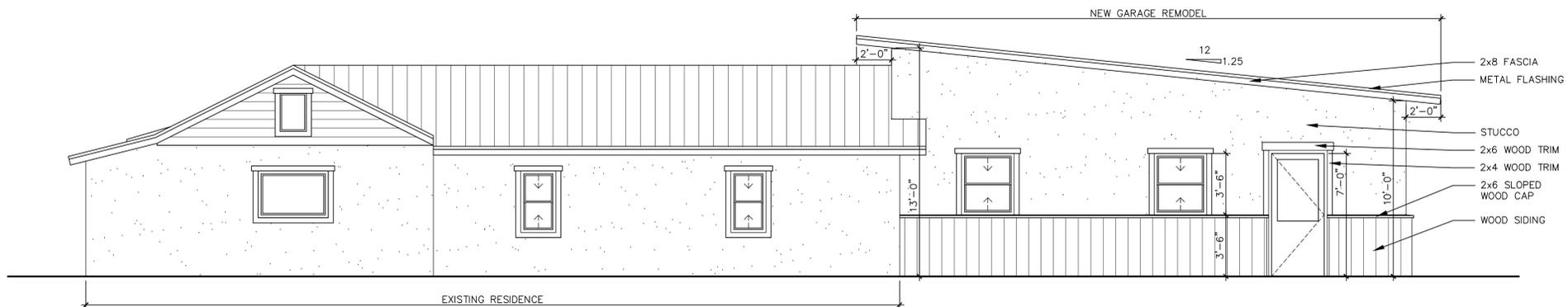
1 SOUTH EAST ELEVATION
 $1/4" = 1'-0"$

NOTE: MATCH EXISTING MATERIALS OF MAIN RESIDENCE:
 SIDING, TRIM, ROOFING ECT.



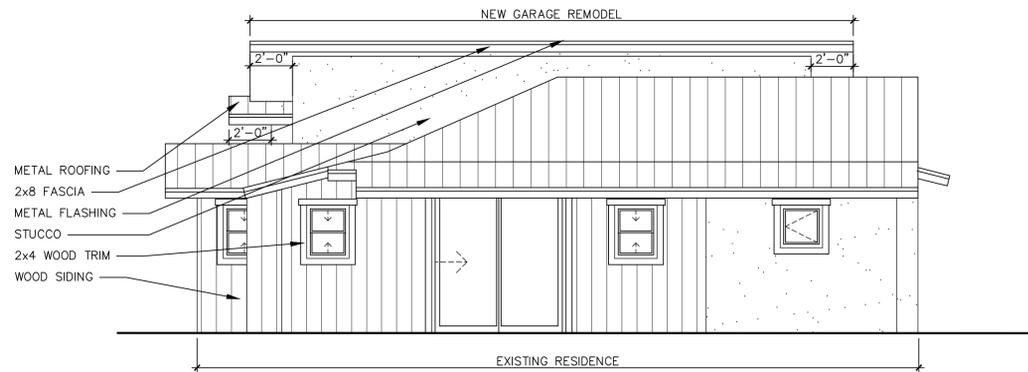
2 SOUTH WEST ELEVATION
 $1/4" = 1'-0"$

NOTE: MATCH EXISTING MATERIALS OF MAIN RESIDENCE:
 SIDING, TRIM, ROOFING ECT.



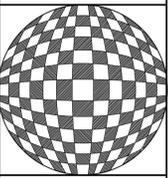
3 NORTH WEST ELEVATION
 $1/4" = 1'-0"$

NOTE: MATCH EXISTING MATERIALS OF MAIN RESIDENCE:
 SIDING, TRIM, ROOFING ECT.



4 NORTH EAST ELEVATION
 $1/4" = 1'-0"$

NOTE: MATCH EXISTING MATERIALS OF MAIN RESIDENCE:
 SIDING, TRIM, ROOFING ECT.



WILSON GARAGE REMODEL
 76 MEEK STREET
 MINTURN, COLORADO 81645

JOB NUMBER	21-3
DRAWN BY	TH
DATE	AUGUST 3, 2021
SCALE	DRB
REVISION DATE	INITIAL



















To: Mayor and Council
From: Jay Brunvand
Date: August 18, 2021
Agenda Item: Public Hearing and consideration for approval – Special Event Permit

REQUEST:

Staff is requesting Council to review and approve the attached Special Event Permit.

INTRODUCTION:

Council is asked to approve a Special Event Permit for the Anonima Art Fest for an event to be held on September 11, 2021 at Little Beach Park located at 801 Cemetery Road Loop Minturn, CO. The attached documentation indicates the compliance with the posting of the site and the event.

This application will require a Public Hearing to allow input on the request.

ANALYSIS:

Not Applicable

COMMUNITY INPUT:

As of this writing I have not received any remonstrances from the public in any form.

BUDGET / STAFF IMPACT:

Not Applicable.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #3 the Town will sustain and invest in the things that define Minturn as a proud, sturdy, mountain town to “Keep Minturn Minturn”.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve the proposed Special Event Permit to sell Malt, Vinous and Spirituous liquor beverages to be located as defined in the attached application as presented with the following conditions:

- 1) The application was received on August 18, 2021. The Notice Of Public Hearing on his matter was posted on the premises by the Town Clerk on Tuesday August 20, 2021 at least 10 days prior to the Council Meeting consideration.
- 2) That the selling of liquor in the manner currently proposed in the application is not in violation of the Minturn Municipal Code.
- 3) Staff requests at least one T.I.P.S., or equivalent, certified server be present, and at least one person to check ID’s be present at all times while alcoholic beverages are sold.
- 4) Staff request each entrance/exit and premises be monitored and secured to ensure crowd control and that no outside liquor is introduced to the event and that no liquor is removed from the premises.

ATTACHMENTS:

- Application and supporting documentation for the license renewal.

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	MINHURN-091121

1. Name of Applicant Organization or Political Candidate <i>ANONIMA Art Fest</i>	State Sales Tax Number (Required)
---	-----------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>PO Box 5207 vail CO 81658</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Little Beach Park 801 Cemetery Rd MINHURN, CO 81645</i>
---	---

4. Authorized Representative of Qualifying Organization or Political Candidate <i>GRYS Shannon</i>	Date of Birth <i>7/6/81</i>	Phone Number <i>970 389 2310</i>
---	--------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager <i>Crys Shannon</i>	Date of Birth <i>7/6/81</i>	Phone Number <i>970 389 2310</i>
Event Manager Home Address (Street, City, State, ZIP)		Email Address of Event Manager <i>Crys@alzoeythandesigns.com</i>

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
<i>9-11-21</i>				
From <i>12 P.m.</i>				
To <i>10 P.m.</i>				

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Crys Shannon</i>	Title <i>EVENT ORGANIZER</i>	Date <i>8-18-21</i>
----------------------------------	---------------------------------	------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <i>TOWN of MINHURN</i>	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk <i>970 827 5645</i>
--	---	--

Signature <i>Mayor</i>	Title <i>Mayor</i>	Date <i>9/1/21</i>
---------------------------	-----------------------	-----------------------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

LITTLE BEACH PARK MINTURN, CO



TOWN OF MINTURN / PO BOX 309 / MINTURN, CO 81645
(970) 827-5645 / INFO@MINTURN.ORG / WWW.MINTURN.ORG

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Anonima Art Fest

is a

Nonprofit Corporation

formed or registered on 06/22/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211567105 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2021 that have been posted, and by documents delivered to this office electronically through 06/22/2021 @ 14:35:51 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/22/2021 @ 14:35:51 in accordance with applicable law. This certificate is assigned Confirmation Number 13253111 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.cos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.cos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 06/22/2021 02:34 PM
 ID Number: 20211567105
 Document number: 20211567105
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Anonima Art Fest.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 41184 US Highway 6
(Street number and name)
265
Avon CO 81620-5577
(City) (State) (ZIP/Postal Code)
United States United States
(Province – if applicable) (Country)

Mailing address
 (leave blank if same as street address)

PO Box 5207
(Street number and name or Post Office Box information)

Vail CO 81658
(City) (State) (ZIP/Postal Code)
CO United States
(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name (if an individual) Shannon Crys
(Last) (First) (Middle) (Suffix)

OR
 (if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 41184 US Highway 6
(Street number and name)
265
Avon CO 81620-5577
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address)

PO Box 5207
(Street number and name or Post Office Box information)

Vail CO 81658
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Shannon Crystal M
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 5207
(Street number and name or Post Office Box information)

Vail CO 81658
(City) (State) (ZIP/Postal Code)
EAGLE United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

NA

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Shannon	Crystal	M	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
PO Box 5207			
<small>(Street number and name or Post Office Box information)</small>			
Vail	CO	81658	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



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

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

MEMORANDUM

TO: Anonima Art Fest
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: Wednesday, August 18, 2021
RE: Little Beach Park

Please know, the Town of Minturn is in receipt of a request to use Little Beach Park for an art festival to be held on September 11, 2021. It is understood this event will include a Special Event Liquor Permit and Pursuant to the Colorado Liquor Code the Town of Minturn here by authorizes Little Beach Park for use by this event.,

Please feel free to contact me in the event you have any questions.

Sincerely,

Jay Brunvand
Town Clerk/Treasurer



To: Minturn Town Council
From: Michelle Metteer
Date: September 1, 2021
RE: Minturn Community Plan/Master Plan Update – Contract Approval

REQUEST: Approve Resolution 29 – Series 2021

INTRODUCTION:

Minturn’s last Community Plan (also known as a Master Plan) was conducted in 2009. Traditionally, master plans are updated on a consistent basis to ensure the Town leadership stays on track with the collective vision of the community.

ANALYSIS:

The updating of the Community Plan is expected to be approximately a 1-year process with extensive public engagement to realign the goals of the town with the vision of the community. Multiple Open Houses, planning commission meetings, and council meetings will be a part of this endeavor. The RFP and SE Group Proposal (included with this memo) are a good source to understand the extensive nature of the process and public collaboration. The proposal also identifies the deliverables expected by the end of the process.

COMMUNITY INPUT: Critical & Extensive

BUDGET / STAFF IMPACT: \$229,985 (\$130,000 approved in the 2021 budget & \$100,000 awarded through a DOLA Energy and Mineral Impact Assistance Fund). Separately, and not included in the discussion, will be the option for dedicating \$20,000 in the 2022 budget toward the update of a Downtown Minturn Design Guideline Booklet.

STRATEGIC PLAN ALIGNMENT:

[Practice fair, transparent and communicative local government](#)

RECOMMENDED ACTION OR PROPOSED MOTION: Approve Resolution 9 – Series 2021

ATTACHMENTS:

- Resolution 29 – Series 2021
- Public Service Agreement – SE Group
- Minturn Community Plan RFP
- SE Group Community Plan Update Proposal

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 29 – SERIES 2021**

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT BETWEEN SNO ENGINEERING, INC. DBA SE GROUP AND THE TOWN OF MINTURN

WHEREAS, THE Town of Minturn conducted a search for contracted Master and Community Plan services, and;

WHEREAS, The Minturn Town Council has reviewed the Professional Services Agreement with Sno Engineering Inc., dba SE Group and deems it acceptable; and,

WHEREAS, The Town Council desires to engage Sno Engineering Inc., dba SE Group as presented in the attached agreement.

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

1. The Minturn Town Council hereby approves the Professional Services Agreement between Sno Engineering Inc., dba SE Group and the Town of Minturn, Colorado and authorizes the Town Mayor or his designee to execute said agreement and other documents as necessary.
2. The Minturn Town Council hereby appoints Sno Engineering Inc., dba SE Group to create the Town Master and Community Plan as a contractor for the Town of Mintuna f.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 1st day of September, 2021.

TOWN OF MINTURN

By: _____
Mayor

ATTEST:

Town Clerk

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021 by and between the TOWN OF MINTURN, Colorado, a home rule municipality (“Minturn” or the “Town”), and Sno.Engineering, Inc. d/b/a SE Group (the “Contractor”).

WHEREAS, the Town desires that Contractor perform the services of a Master Plan/Community Plan update as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

WHEREAS, Contractor 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 Contractor 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 Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail. All services shall be performed in a good and workman like manner and in conformance with the standard of care in the industry in Colorado.

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed two hundred twenty-nine thousand nine hundred and eighty-five Dollars (\$229,985.00) 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 sixty (60) days of receipt and approval of invoices submitted by Contractor, 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 completion of the Services, unless extended by written agreement of the Parties.

4. **Ownership of Instruments of Service.** The Town acknowledges the Contractor'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 Contractor.

5. **Monitoring and Evaluation.** The Town reserves the right to monitor and evaluate the progress and performance of Contractor 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. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

6. **Independent Contractor.** The Parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. Contractor 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.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor 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 (\$1,000,000.00) each occurrence with an aggregate of two million dollars (\$2,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. **Comprehensive Automobile Liability Insurance.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor 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 Contractor 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 (\$1,000,000.00). The limits of said insurance shall not, however, limit the liability of Contractor 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 Contractor

Town of Minturn
Professional Services Agreement

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. Contractor shall identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor shall carry a six (6)-month tail. Contractor 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 Contractor 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 because of negligence of Contractor, 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, Contractor shall procure and keep in force workers’ compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers’ compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers’ Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

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

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor 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 Contractor if, in the Town’s opinion, such variations do not substantially affect the Town’s interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents 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 Contractor, its officers, employees, or agents in the performance or nonperformance 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 affect such termination by giving written notice of termination to Contractor, 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 Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor 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, Contractor 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 Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor 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 Contractor for the purposes of setoff until the exact amount of damages due to the Town from Contractor is determined.

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

11. **Work by Illegal Aliens Prohibited.** This paragraph shall apply to all Contractors 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.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter a contract with a subcontractor that fails to verify to Contractor that

Town of Minturn
Professional Services Agreement

the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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

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

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

i. notify the subcontractor and the Town within three (3) days that Contractor 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 Contractor 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. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made during an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor 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 Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

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

13. **Use of Software and other Intellectual Property.** Contractor 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 Contractor to perform the Scope of Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

14. **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.

15. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, 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 Contractor by reason thereof.

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

17. **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.

18. **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.*

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

Town of Minturn
Professional Services Agreement

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, Colorado 81602

If to Contractor:

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

26. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, 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.

EXHIBIT A

SCOPE OF SERVICES

1. Project Management
 - a. Weekly phone check-ins
 - b. Monthly progress report with invoice
2. Stakeholder Engagement
 - a. Story Map Website to be updated monthly
 - b. Three (3) Community Engagement Events (in-person with material also on website)
 - c. Steering Committee made up of PC Members, TC members, community members at large
 - d. Two (2) Planning Commission Meetings, Two (2) Town Council Meetings, Two (2) Steering Committee Meetings
 - e. Follow-up Charrette for 100 Block
 - f. Sub-Steering Group for 100 Block, meets 2 times including Charette
3. Research and Analysis to include but not limited to:
 - a. Evaluation of 2009 Community Plan, existing conditions, trends and forecasts
 - b. Old Town Character Area parking study:
 - i. Account of existing parking spaces
 - ii. Analysis of underutilized spaces
 - iii. Places outside the 100 Block (Pine Street, Boulder Street, etc.)
 - iv. How this relates to Chapter 16 (existing parking code) and design standards
 - v. What the solution should be (structured parking, incentives)
 - vi. 4-8 Minturn staff hours for data collection
 - c. Chapter 16 Minturn Municipal Code recommended updates:
 - i. Deliverable: Analysis of Chapter 16 – check-up
 1. Audit with memo
 2. Workshop with Staff
 - ii. Deliverable: Set of Recommendations about, but not limited to:
 1. LID
 2. Lighting Standards
 3. Landscaping Standards
 4. Parking Standards
 5. Appendix B Design Guidelines
 6. Affordable Housing
 - d. Business and Real Estate Market Analysis
 - i. Interviews with business owners and real estate experts

Town of Minturn
Professional Services Agreement

- ii. Economic trends analysis
 - iii. Business inventory and trends analysis
 - iv. Analysis of Minturn's role in the region
 - e. Recommend updates to the Town's Design Review guidelines
 - i. Recommendations to be based on Charettes and analysis of current Design Review guidelines
- 4. Plan Development and adoption to include but not limited to:
 - a. Drafting, review and editing of community plan update and associated documents:
 - i. Community Plan
 - 1. Will include but not limited to chapters on: housing and land use, transportation, economic development, and parking and connectivity.
 - ii. 3-Mile Plan:
 - 1. Needs new mapping
 - 2. Update property descriptions for the parcels identified for annexation
 - 3. Urban growth boundary
 - b. Delivery of final plan document(s) in multiple forms
 - i. 2 paper bound copies
 - ii. Electronic Copy
 - c. Development of implementation plan as a chapter in the Community Plan

{S E AL}

Notary Public

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

REQUEST FOR PROPOSALS

TOWN OF MINTURN COMMUNITY PLAN UPDATE

**Town of Minturn
301 Boulder Street #309
Minturn, CO. 81645
Phone: 970-827-5645**

Prepared by: Scot Hunn, Planning Director

Date: May 28, 2021

REQUEST FOR PROPOSALS

TOWN OF MINTURN COMMUNITY PLAN UPDATE

The Town of Minturn (the “Town”) invites and welcomes proposals for an update to the Town of Minturn Community Plan (the “Community Plan”). All proposals must be received by June 30, 2021 at 4:00 pm MDT.

This proposal document may be obtained at the Planning Department at 302 Pine St, Minturn, Colorado during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. The complete document is also available at:

<https://www.minturn.org/planning-zoning/pages/community-plans>

Contact information:

Name: Madison Harris
Title: Planner I
Phone: 970-827-5645 Ext. 2
Email: planner1@minturn.org

Project Overview:

The Town desires to complete a comprehensive update to the 2009 Town of Minturn Community Plan and seeks the professional services of a firm or an interdisciplinary team of firms to:

- Serve as project manager for the Town;
- Advise the Town on the phasing, prioritization, and timely execution of individual tasks and elements of the Community Plan; and,
- Provide on-call services, as needed and as deemed appropriate by the Town, to execute portions of the Community Plan based on Town resources, additional/available grant funding, prioritization of Community Plan elements, and/or a determination by the Town that ongoing professional services are required to more effectively implement the Community Plan objectives, and to further the Town’s strategic priorities.

The Community Plan will be guided by a robust community outreach effort which may overlap and/or be coordinated with certain sub-area master planning projects already initiated by the Town, and which may be ongoing throughout the Community Plan update.

The Town is experiencing significant growth pressure as well as changes in demographics, community attitudes, preferences, and needs, and therefore seeks to add additional analyses and tools that may not have been used during the development and adoption of the 2009 Community Plan.

The updated Community Plan will serve first to verify and confirm the Town's vision to reflect current conditions and priorities while identifying the many opportunities and challenges facing the Town in the coming 10-15 years.

The result of the updated Community Plan will be the adoption by the Town of Minturn Planning Commission and Council of the Town of Minturn Community Plan document and any appendices.

Desired Qualifications:

The Town has determined that proper, successful and cost-effective facilitation and execution of the Community Plan update will rely upon securing the services of a firm or team of firms possessing the following minimum qualifications and areas of expertise. The respondent(s) must have demonstrated working knowledge, experience, and a professional track record – in the public, private, and/or not-for-profit sectors – in the following core competency areas:

1. Designing and facilitating robust, innovative public engagement, public relations and outreach processes specifically including virtual components and utilizing multiple layers, platforms and techniques such as surveys, online data collection, mapping, and online polling to ensure safe, inclusive, equitable, and engaging opportunities for public input associated with a public project or initiative.
2. Establishing and successfully cultivating/maintaining relationships with stakeholders and strategic partners (e.g. regional partner jurisdictions, community organizations, and other agencies) as a key component to community engagement, building civic capacity and leveraging regional partnerships and cooperation.
3. Working well with municipal staff, as well as appointed and elected officials in a professional manner to deliver projects in a timely, cost-efficient manner.
4. Interpreting, using, crafting, evaluating and amending land use codes/regulations, comprehensive planning documents and policies including sub-area master plans successfully.
5. Completing assessments and analyses of existing conditions, inclusive of physical conditions, economic and fiscal conditions, commercially zoned lands and loss of commercially zoned lands, strategic priorities and policy efficacy, and public opinions; then, making recommendations and using existing conditions analyses to inform the development of planning and policy documents.
6. Experience with the creation of and/or amendment to Three-Mile plans and Urban Growth Boundary documents and policies.
7. Ability to identify risks and vulnerabilities of natural and human caused hazards and goals, strategies and/or actions to address these hazards.
8. Familiarity with community housing and affordability plans and the ability to integrate such plans and policies within a community/comprehensive plan.
9. Understanding the importance of a Community Plan water component that can describe the community's values related to water supply, drinking water, wastewater infrastructure, water quality and water conservation. Additional experience in land use

- vs. water demand, watershed health and environmental resources, water based recreation, floodplain hazards, stormwater management and water equity is desirable.
10. Representing clients in public settings, making public presentations, and facilitating in-person and virtual public open houses and events.
 11. Performing growth management, real estate and fiscal/economic development analyses through modeling, scenario planning and analyses focused on existing and potential enhancement of commercially oriented zoning and development incentives.
 12. Providing out-of-the-box, creative solutions to challenges and opportunities facing clients including solutions or ideas that may not have been considered or that leverage a client's attributes and assets in new and creative ways.
 13. Creating and curating Geographic Information Systems (GIS) mapping as a planning tool as well as a communication tool when interfacing with the public as well as appointed and elected officials.
 14. Interpreting and applying Colorado State statutes with regard to land use, comprehensive planning, and growth management.
 15. Proposing and executing multi-month, interdisciplinary projects, working with multiple team members and partner agencies and technical advisory committees to establish and meet project goals, critical paths and milestones, and budgets.
 16. Performing sub-area master plan activities and tasks including completion of parking analyses and studies - targeting the Old Town Area - as well as the development of sub-area land use controls and design standards specific to the Old Town 100-Block Commercial.
 17. Completing editing of regulatory and comprehensive plan documents and leading processes to publicly review and adopt new land use codes, comprehensive plans, and ordinances.

Additional, preferred qualifications, working knowledge and experience:

1. Knowledge of the Eagle River Valley portion of Eagle County about regulatory, political conditions, partnerships and initiatives addressing transportation, housing, and economic development.
2. Design and execution of Form Based Codes for sub-areas or entire jurisdictions.
3. Developing and/or enhancing multi-modal transportation standards, policies and implementation strategies.
4. Using and understanding Capital Improvements Plans (CIPs) and municipal budgeting as part of comprehensive land planning and growth management scenario analyses and modeling, economic development and fiscal planning exercises.
5. Experience supporting small mountain towns.

Scope of Services

The following tasks reflect the anticipated consultant scope of work required for completion of the 2020 Comprehensive Plan. As part of the request for proposal process, respondents shall describe how they intend to meet these expectations as well as make recommendations on how this scope of work can be more cost-effective, time-efficient, and how to produce a

comprehensive plan that represents the community vision. Sub consultants may also be utilized as part of the primary consultant team in this process, with clear delineation of their roles, responsibilities, and expectations. The scope of work is divided into 4 main tasks:

1. Project Management
2. Stakeholder Engagement
3. Research and Analysis to include but not limited to:
 - a. Evaluation of 2009 Community Plan, existing conditions, trends and forecasts
 - b. Old Town Character Area parking study
 - c. Chapter 16 Minturn Municipal Code recommended updates
 - d. Historic vs current commercial zoning analysis (commercial leakage and loss analysis)
 - e. Recommended update to the Town's Design Review guidelines
4. Plan Development and adoption to include but not limited to:
 - a. Drafting, review and editing of community plan update and associated documents:
 - i. Community Plan
 - ii. 3-Mile Plan
 - iii. Old Town Character Area parking study
 - iv. Minturn Municipal Code Chapter 16 - Zoning recommended updates
 - b. Delivery of final plan document(s) in multiple forms
 - c. Attendance and presentation of final plan documents at Planning Commission and Town Council meetings
 - d. Development of implementation plan if deemed necessary

Task 1: Project Management

The successful consultant is expected to have on-going email communication with the Town Project Lead, as well as weekly phone meetings on project status and to troubleshoot items in progress. Weekly meetings may be canceled if not necessary. Invoices, budget tracking and progress reports should be submitted monthly. The project management budget should also include funds for travel to Minturn, as outlined in deliverables below.

Task 1 Deliverables:

- Provide a project implementation plan with goals, objectives, milestones and/or check-in events, completion target dates. The plan should also provide or consider alternatives that allow for the Town to implement the Community Plan update in modules and/or phases based upon need, available staff capacity, budgetary concerns, and strategic priorities.
- Coordinate with other Town consultants and staff members (i.e. Town Engineer, Town Attorney, Town Water and Sewer providers/operators, Town Public Works Department) as well as representatives of the USFS, and other public agencies, as needed, to understand issues and data related to development within the Town and to ensure that issues directly related to service provision and long-term maintenance of any public

facilities are integrated into the Community Plan recommendations and implementing strategies.

Task 2: Stakeholder Engagement

The successful consultant is expected to support stakeholder engagement through development and implementation of a communication and engagement strategy. The communication will outline how the Project Team will provide process updates, opportunities for input, and documents ready for public consumption. The community engagement will outline how input from the community will be gleaned to identify community-oriented assets and desires. This will include clearly defined community input opportunities and methods.

Task 2 Deliverables:

- Facilitate a kick-off meeting/open house to introduce the project and to build a database of participants who will be invited to participate throughout the project.
- Facilitate a robust, inclusive and equitable public engagement process that provides multiple layers and avenues for the public to access project information, to provide feedback, and to participate. Should include multiple in-person and virtual open house options for public engagement.
- Presentation and updates of project schedule, phases and tasks to the Town of Minturn Planning Commission at a minimum of two (2) public meetings and presentation of the same to the Town of Minturn Town Council at a minimum of two (2) public meetings.

Task 3: Research & Analysis

The successful consultant will create methods for collecting and analyzing qualitative and quantitative data for utilization in the creation of the Community Plan. A variety of innovative, digital and in-person, methods should be used. The Town will provide GIS related data. Qualitative data collection will include anecdotal information from residents, professionals, visitors, and elected and appointed officials. Quantitative data will include without limitation, build-out analysis, historic vs actual commercial overlay, economic analysis, environmental analysis including wildlife, water, sensitive lands, and hazards, and infrastructure analysis. The successful consultant will document findings and provide recommendations to inform goals, policies, implementation strategies, and performance metrics.

Task 3 Deliverables:

- Evaluate prior town surveys and the 2009 Community Plan vision, goals, policies and implementing actions to determine effectiveness and relevance of existing plan elements.
- Create new mapping and geospatial analyses to inform and support the goals, policies and implementing strategies of the Community Plan while also serving as communication tools that will be understandable to the general public.
- Perform analyses of current conditions, trends, as well as forecasting for growth and development inclusive of local housing/real estate markets, local construction costs,

available land, amounts and types of various lands and uses, sustainable building practices and codes, demographics, economics, jobs-to-housing ratios, infrastructure, natural resource limitations, and capital improvements needs.

- Perform analyses of regional factors (in- and out-commuting; transit service and needs; multi-modal transportation; affordable housing; water and wastewater infrastructure needs and capacity; recreation facilities and infrastructure needs) as well as pertinent regional policies and partnerships such as County master plans, Climate Action Committee (CAC) 2021 Climate Action Plan, local sustainable building and energy efficiency codes or policies, that may influence the formation of the Community Plan goals, policies and implementation strategies.
- If the proposer is chosen to provide architectural design services, provide modeling, analyses, and concepts for future development within the Old Town 100-Block area (with the potential to expand the area), inclusive of building architectural design and character standards such as scale, mass, styles, materials, textures and forms.
- Old Town Character Area parking study
- Minturn Municipal Code recommendations for revisions needed to implement the Community Plan.
- Recommended updates to Minturn’s Design Review guidelines

Task 4: Plan Development

The successful consultant will utilize the research and analysis collected to develop, in concert with the Town staff, goals, policies, implementation strategies and performance metrics which will make up the majority of the Community Plan. Feedback will be provided to Town staff, PC and Council through virtual or in-person updates during regularly scheduled public meetings. The town has not decided on an organizational/formatting preference for the Community Plan and will look to the proposers to advise and present recommendations.

Task 4 Deliverables:

- 1) Goals, Policies, Actions, and Performance Metrics:
 - a) First draft will have one round of review with consolidated feedback by the Project Team.
 - b) Second draft will have one round of review by the Project Team and Town Staff through meeting facilitation or in writing.
 - c) Third draft will be presented to the Planning Commission and Town Council, and feedback provided at these sessions will be incorporated and finalized.
 - d) Presentation for Planning Commission and Town Council.
- 2) Public Draft Plan:
 - a) The public draft Plan will incorporate Town staff feedback and be presented to the public, Planning Commission and Town Council for review and feedback.
- 3) Final Plan:

- D. **Schedule:** The successful respondent shall provide a project schedule for all deliverables to be completed within twelve (12) months of the date of contract execution.
- E. **References:** A minimum of three (3) references with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

Evaluation Criteria:

- A. **Evaluation:** An evaluation team shall review all responses and select the firms or team of firms that have best demonstrated the capability to perform the scope of services to schedule a virtual interview.
- B. **Intent:** Evaluation of submittals will be performed in accordance with the criteria and procedure defined herein. The following parameters will be used to evaluate the submittals (in no particular order of priority):
 - Responsiveness of the submittal to the prescribed format of the proposal, and to the required, desired and preferred qualifications, experience and knowledge
 - Clear understanding of the project goals and objectives
 - Relevancy and/or uniqueness of experience and required skills
 - Demonstrated capability and competencies in desired skill and experience areas; and
 - Relevant references
- C. **Oral Interviews:** No oral interviews will be conducted as part of the evaluation of responses to the RFP.

Other Provisions:

- A. **Implementation Agreements:** Upon identification by the Town of the successful respondent, the Town will give the successful respondent the first right to negotiate an agreement acceptable to the Town. In the event that an agreement satisfactory to the Town cannot be reached, the Town may enter into negotiations with one or more of the remaining respondents. The Town may choose to discard all proposals and re-issue another RFP.
- B. **Insurance:** The successful respondent(s) shall comply with all minimum insurance requirements included in the agreement which shall include but not be limited to: Workers' Compensation, Auto coverage, Commercial General Liability and Professional Liability.
- C. **Conflict of Interest:** No public official and/or Town employee shall have interest in any invitation to the RFP.

D. Public Record: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award.

Instructions to Proposers

The Town of Minturn is soliciting proposals for an update to the Community Plan. This Request for Proposals (“RFP”) will be non-exclusive. The Town reserves the right to purchase supplies or services from other professionals.

1. **Proposals must be received by U.S. mail to the Planning Department, 301 Boulder St #309, Minturn, Colorado, 81645 or by FedEx, UPS, DHL, or hand delivered to the Planning Department at 302 Pine St, Minturn, Colorado and one (1) electronic copy delivered to planner1@minturn.org on or before 4 p.m., MDT, June 30, 2021.** Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by the Town in its sole discretion.
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required 7 working days (June 21, 2021) prior to the proposal due date. Responses, if any, will be issued by addenda posted to www.minturn.org/planning-zoning/pages/community-plans
3. All questions regarding this proposal must be submitted in writing to Madison Harris, planner 1 via email to planner1@minturn.org. Please call to verify receipt of your questions. No questions will be accepted after the date and time referenced above unless good cause is shown as determined by the Town in its sole discretion. Oral interpretations shall be of no force and effect.
4. One (1) paper copy and one (1) electronic copy of your proposal are required. If brochures or other supportive documents are requested, then it is required that one (1) paper copyset and one (1) electronic copyset be submitted with your proposal.
5. Proposal should be no longer than ten (10) pages, not including cover letter or resumes.
6. The Town may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.minturn.org/planning-zoning/pages/community-plans The Town reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
7. All proposals will be reviewed by a selection committee and any other review as determined to be necessary by the Town. Respondents may be asked to supplement their initial proposals with additional written material. The Town may short-list respondents based upon an evaluation of the written submittals. The Town may arrange for virtual interviews with the short-listed respondents for a detailed presentation.
8. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service, ability to meet timelines indicated in the draft scope of work, respondent’s familiarity with the Town and any other factors the Town may consider in its sole discretion. The Town may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

9. Minturn will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
10. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
11. Upon identification by the Town of the successful respondent, the Town will give the successful respondent the first right to negotiate an agreement acceptable to the Town. In the event that an agreement satisfactory to the Town cannot be reached, the Town may enter into negotiations with one or more of the remaining respondents. The Town may choose to discard all proposals and re-issue another RFP.

Attachments:

1. None

PROPOSAL

TOWN OF MINTURN COMMUNITY PLAN UPDATE



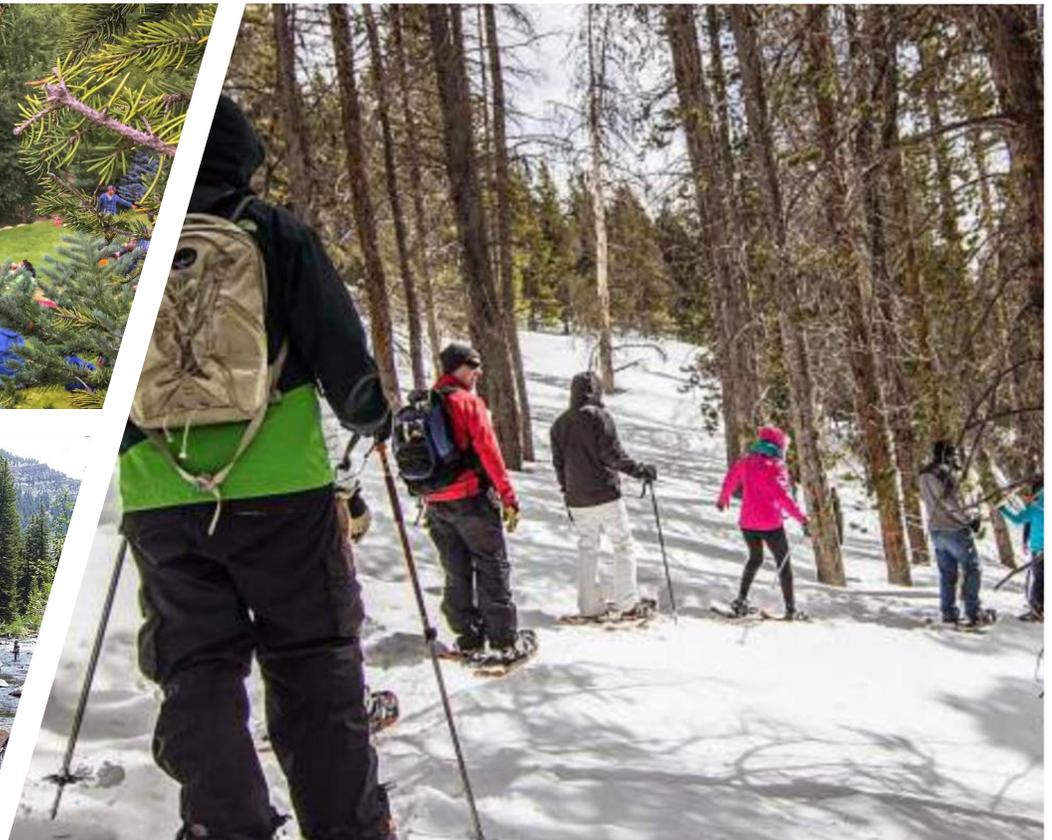
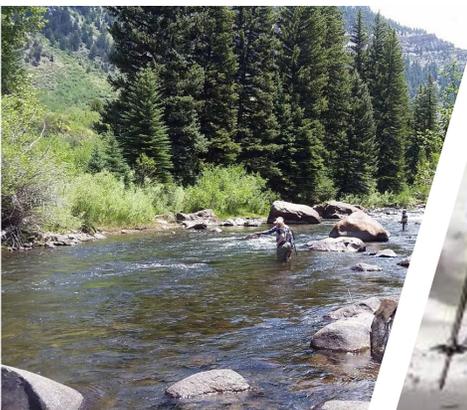
Prepared for:
Town of Minturn, Colorado



Main Contact:
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Senior Community Planner
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Frisco, Colorado 80443
970.550.6005 | gvoeller@segroup.com

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June 30, 2021

Madison Harris, Planner
Planning Department
301 Boulder St #309
Minturn, CO 81645

Dear Selection Committee:

SE Group is pleased to submit the following proposal for the Minturn Community Plan Update.

As a firm with sixty-years' experience working with mountain communities, SE Group is uniquely qualified to help the Town of Minturn craft a sustainable, forward-thinking, and implementable plan. As the recent "Mountain Migration Report" that documented demographic and community trends over the last two years, Minturn is facing growth pressures that challenge its sense of community, its downtown character, and the quality of life that it provides for its residents. We believe that this Community Plan update should be rooted in a vision led by locals and also be practical, understanding that change is part of the equation. We have a strong track record of striking a balance between inclusive community engagement, visionary ideas, and practical action steps in our comprehensive plans. We think this mix is a good fit for the Town of Minturn.

We have created a robust team by including Economic Planning Systems (EPS), Fehr & Peers, Studio Seed and Tetra Tech. EPS is renowned for its research on land use, housing, and economics. They have done extensive work in Eagle County. Fehr & Peers are transportation and mobility experts, with an eye towards integrating all modes to create safe and livable communities. Studio Seed's practice focuses on bringing urban design and land use together with thoughtful community engagement. We think this will be key to leading the conversation on what the historic 100-block of the downtown and surrounding areas should look like. Tetra Tech is a trusted partner on infrastructure, water and sanitation, and hazard and mitigation planning. We are putting the finishing touches on the West Vail Master Plan with most of these team members. The West Vail Master Plan touches on many of the same themes that we think will emerge in this plan: housing for residents of all ages and income levels, a vibrant downtown where residents and visitors can gather and conduct essential errands, a safe multimodal transportation network, and recreation opportunities both in town and on Forest Service lands.

SE Group prides itself in well-attended and interactive community engagement. We do this by meeting people where they already gather, using innovative online tools to reach second homeowners and visitors, and crafting conversations that dig deeply into the issues and work towards collaborative problem-solving. We listen closely to our clients, respond to their needs, and craft our approach and planning documents accordingly. Our staff live and love mountain resort communities—its small towns, breathtaking landscapes, and outdoor recreation culture.

We believe our team is well-suited to conduct Minturn's Community Plan update. In the following pages, we demonstrate how our team meets and exceeds the desired qualifications that you wish of your consultant. We outlined the scope of services into a doable budget and schedule.

We look forward to speaking with you further and welcome the opportunity to review this proposal in detail with you at any time.

Sincerely,
SE Group

Mark Kane | Director, Community Planning + Design
mkane@segroup.com

Gabby Voeller, AICP | Senior Community Planner
gvoeller@segroup.com



B. QUALIFICATIONS + EXPERIENCE

This section demonstrates how the team we have put together for this project is uniquely qualified. We describe how we surpass the desired qualities stated in the RFP. We introduce our team structure, including a description of each firm. We have a track record of working together as a team and working closely with small mountain town clients. We hope this will be a good fit for the Town of Minturn.

TEAM

Planning, Project Management, Recreation and Public Lands, Community Engagement			
SE GROUP		<p>Mark Kane, APA <i>Director, Community Planning & Design</i></p> <p>Role: Principal-in-charge</p>	 <p>Gabby Voeller, AICP <i>Senior Community Planner</i></p> <p>Role: Project Manager, Community Engagement, Recreation Planning</p>
		<p>Ellie Wachtel <i>Associate Planner</i></p> <p>Role: Assistant Project Manager, Recreation Planning</p>	 <p>Julia Randall <i>Team Planner</i></p> <p>Role: Staff Planner, Community Engagement</p>
Urban Design, Community Character			
STUDIO SEED		<p>Cheney B. Bostic, AICP <i>Owner Principal</i></p> <p>Role: Urban Design and Community Character Lead</p>	
Real Estate and Housing Analysis, Economic Development			
EPS		<p>Andrew Knudtsen <i>Executive Vice President</i></p> <p>Role: Real Estate, Housing Expert</p>	 <p>Brian Duffany <i>Executive Vice President</i></p> <p>Role: Housing, Economic Development Expert</p>
		<p>Rachel Shindman, AICP <i>Senior Associate</i></p> <p>Role: Real Estate, Housing, Economic Analysis</p>	
Multimodal Transportation and Connectivity			
FEHR & PEERS		<p>Charlie Alexander, PE, AICP, RSP1 <i>Principal</i></p> <p>Role: Transportation Planning</p>	 <p>Carly Sieff, AICP <i>Associate Transportation Planner</i></p> <p>Role: Bicycle/Pedestrian Planning</p>
		<p>Krystian Boreyko <i>Senior Transportation Planner</i></p> <p>Role: Transit, Parking Planning</p>	
INFRASTRUCTURE, HAZARD MITIGATION, CLIMATE CHANGE			
TETRA TECH		<p>Chris Durloo, PE, LEED AP BD+C <i>Project Manager</i></p> <p>Role: Infrastructure, Hazards, Engineering</p>	 <p>Kyle Cross, PE, LSI <i>Project Engineer</i></p> <p>Role: Infrastructure, Hazards, Engineering</p>

DESIRED QUALIFICATIONS

The RFP states 17 desired qualifications and 5 additional, preferred qualifications. The following shows how our team is qualified on all fronts.

MINIMUM QUALIFICATIONS AND AREAS OF EXPERTISE:

01 We have designed and facilitated multi-layer, robust public engagement processes that utilize both in-person and virtual components. We use ESRI StoryMaps, online polling, crowdsourced Wikimaps as online tools and conduct phone interviews with key stakeholders. We can easily translate materials into Spanish and have translation services available at public meetings.

02 Our team has good relationships with regional partners, especially the USFS, Eagle County, and the Eagle County Housing Task Force, the Eagle River Water and Sanitation District, and the Vail Valley Mountain Trails Alliance. We intend on including all these groups and others as part of the public engagement and stakeholder outreach process.

03 We pride ourselves on close working relationships with our clients. We provide elected and appointed officials with timely information about each step of the plan and show how we have incorporated their feedback into various drafts. Monthly progress reports ensure that we stay on task and on budget.

04 Our team plans on starting with a review of the existing code, planning documents and policies, as well as interviews with Town Staff that use these policies day-to-day to get an understanding of what is and is not working. Our recent work with the West Vail Master Plan shows our team's experience with sub-area master plans and how they integrate into overarching Town plans.

05 An existing conditions analysis is an essential first step of any comprehensive plan update. All members of our team have taken part in various components of existing conditions assessments and analyses. We have put a team together that can cover all the bases.

06 All of our recent comprehensive plans (Frisco, Fruita, Pagosa Springs) included a Three-Mile plan as part of the final product. Our recent work in Fruita included an Urban Growth Boundary and collaboration recommendations with Mesa County on growth and development in unincorporated areas.

07 Tetra Tech is qualified to identify risks and vulnerabilities of natural and human-caused hazards and help our consultant team include recommendations and actions to address these hazards in the plan.

08 EPS has completed many housing needs assessments and housing action plans for peer communities. Their recent work in the Town of Vail on both the West Vail Master Plan and the Residential Fee Linkage study will be particularly relevant to this project.

09 Our team has crafted multiple comprehensive plans with a water component as outlined by DOLA. We understand the balance that must be created between water supply, wastewater infrastructure, water quality and water conservation. Tetra Tech has experience in the Eagle River Water and Sanitation District and will be leading this effort for our team.

10 Our team is well-versed and professional during public presentations. Our goal is to be approachable and personable but also stick to the material and the agenda. We are transparent in public meetings on how feedback will be integrated and give every participant a chance to voice their opinion.

11 EPS specialized in real estate, fiscal analyses, and economic development strategy. Their role on this team will be to analyze the existing market conditions and business mix and craft focused policies that put Minturn on a path to where it wants to be in terms of commercial opportunities, incentives, and development.

12 Our team is made up of both creative and analytical thinkers. We have built time and money into the budget to allow for the exploration and brainstorming of innovative ideas that may work for the Town of Minturn. We also think creativity often lives within the community - using homegrown ideas gleaned from community engagement and elevating them with professional planning expertise is another way we will create a plan that works for Minturn.

13 Our team is known for creating beautiful, easy-to-understand map sets for land use and zoning, recreation and public lands, infrastructure, etc.

14 Our experience writing Colorado comprehensive plans demonstrates that we have a track record of applying Colorado State statutes regarding land use, comprehensive planning, and growth management.

15 We have worked on complex projects with this team before. For example, the West Vail Master Plan has a team of four consultants, will be completed over 15-months (during a pandemic!), and is being advised by an Advisory Committee, Town Staff, and regional agencies throughout.

16 Our team has deep experience with subarea plans, especially the downtown areas of mountain towns. Fehr & Peers recently completed a parking study in downtown Frisco, and as part of the Fruita Comprehensive Plan our team specifically focused on Design Guidelines and land use controls for the Downtown zone.

17 Our team has completed many comprehensive plans for peer communities in Colorado. Our goal is always to create graphic-rich, easy-to-read documents that can act as a guide for the community. During the adoption process we make sure to take the time with the Planning Commission and Council to listen to concerns, incorporate feedback, and make sure they are excited to use the plan after project completion.

ADDITIONAL, PREFERRED QUALIFICATIONS, WORKING KNOWLEDGE AND EXPERIENCE:

01 All of our team members have recent and relevant experience in Eagle County. Our work has exposed us to the political conditions and important partnerships and initiatives addressing the key issues of housing, transportation, and economic

development. Even with this experience, we will customize our process for Minturn, as we know no two communities are alike even if only a few miles away from other peer communities.

02 StudioSeed has extensive experience with practical form-based code solutions for downtown areas and municipalities. Cheney's work shows the flaws in existing code and what changes are required to get to the desired outcomes, using modeling and visualization to show the results.

03 Fehr & Peers specializes in multimodal transportation and has done many recent plans in peer communities such as Vail, Frisco, Fruita, and Eagle. They work with public works to understand maintenance and operations in order to craft practical, implementable solutions, especially in communities with lots of snow!

04 Our team has experience with various budgeting methods and work with our client to craft an implementation plan that works best for their budgeting system.

05 SE Group exclusively works in small, mountain communities. With offices in Vermont, Utah, and Colorado, we specialize in crafting plans for communities that are shaped by recreation, tourism, and public lands. We have worked hard to form relationships with other firms that are sensitive to the issues and culture of small mountain towns and have brought this team to this project.



FIRM INTRODUCTIONS

The following describes the firms we have included on our team, and their distinct qualifications.

SE GROUP

SE Group is an integrated team of talented professionals that includes community planners, landscape architects, open space and recreation specialists, environmental planners, and engagement specialists. Our team has over 60 years of experience working in places where “quality of life” is often the defining community objective. We focus our work in communities influenced by a strong commitment to sustaining the natural environment, that are shaped by visitation and tourism, and that promote and encourage access to the outdoors. We have a strong track record of working with public lands partners such as the United States Forest Service (USFS) and Bureau of Land Management (BLM). As the first consulting firm to focus on the planning, design and operation of ski areas, SE Group has evolved into an internationally recognized innovator and leader in planning and design of mountain communities.

STUDIO SEED

Studio Seed, LLC is a woman-owned consultancy located in Golden, Colorado. The firm was established in 2018 to focus on urban design and land use planning combined with thoughtful engagement. Firm owner and principal Cheney Bostic has 15 years’ experience in the fields of urban design, architecture, and landscape architecture.

Our motto is “planting inspiration, growing community”. We strive to inspire - by using visualization and realistic solutions to inform communities we work in. We create simplicity out of complex ideas so everyone - no matter what their background - feels comfortable participating. With a background in architecture, firm owner and principal Cheney Bostic creates realistic solutions that are designed to code and market feasible with an eye toward design and placemaking. Our primary services include:

- 2D and 3D Visualizations
- Neighborhood Planning
- Corridor Planning
- Master Planning
- Pre-development / Feasibility Studies
- Design Guidelines
- Project Management
- Community/Stakeholder Engagement

EPS

Economic & Planning Systems, Inc. (EPS) has addressed real estate development and land use issues in all phases of community life cycles for public and private sector clients throughout the western United States for more than 35 years. EPS excels in collaborating with our clients to create and maintain places that are economically, socially, and ecologically sustainable. Every day, our assignments require us to creatively solve complex challenges in real estate development, land use policy, and local government finance. We are able to look at the big picture when helping our clients address opportunities and challenges through our many practice areas: real estate economics, public finance, economic development and revitalization, fiscal and economic impact analysis, and housing policy.

The Town of Minturn is seeking specific expertise in housing and fiscal impact or “cost of services” analysis. EPS has a depth of affordable housing related experience, especially in Eagle County. We work with communities to structure initial strategic housing plan frameworks, revise housing needs goals, establish production or rehabilitation targets, develop financing plans, or provide rigorous analysis that quantifies the return on investment from public dollars directed toward housing goals.

FEHR & PEERS

Fehr & Peers has specialized in providing transportation planning and engineering services to public and private sector clients since 1985. We develop creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation. We offer our clients the right combination of leading-edge technical skills and extensive knowledge of the communities in which we work to deliver comprehensive solutions and superior client service.

As a national transportation planning and engineering firm, we specialize in serving our local communities. Fehr & Peers' Denver office has consistently and successfully delivered customized, community-based, data-driven plans for a variety of small Colorado mountain towns including communities across Eagle County, Frisco, communities served by Summit Stage, Snowmass Village, Salida, Breckenridge and countless others. This work ranges from long-range plans to parking studies to transit analyses to complete streets recommendations to safety studies. And regardless of community size or location, Fehr & Peers also specializes in collaborating with diverse planning teams to deliver Comprehensive Plans that feature innovative visions for future land use that are supported by robust, connected, and implementable multimodal transportation networks.

TETRA TECH

Tetra Tech has provided engineering consulting services in Colorado for more than 45 years. Within the State of Colorado, Tetra Tech employs over 500 staff who have experience in a wide range of engineering services including water, wastewater, stormwater, and overall site and infrastructure development.

The Breckenridge and Denver offices of Tetra Tech regularly work in the mountain communities of Colorado and we understand the special conditions of the high alpine environment and offer solutions that result in successful projects for our clients.

Tetra Tech has extensive experience planning for water and wastewater infrastructure in the Colorado Mountain communities. Clients include smaller communities such as Frisco, Fruita, and Fraser. We also assist special districts and smaller utilities with master planning and individual project design including the Copper Mountain Consolidated Metropolitan District, Snake River Water District and Frisco Sanitation District on utility master plans, capacity analysis of infrastructure and treatment facilities. This experience will help us identify solutions for planning to support the updated community plan for Minturn with infrastructure that are successful in mountain communities that face challenges of steep terrain, limited space for infrastructure and protection of views and recreational amenities.

C. BUDGET/PRICING:

The following budget and schedule reflect how we have interpreted the Scope of Services as outlined in the RFP. If selected, we would be delighted work together to add more detail to this to ensure that the consultant team and client are on the same page, have clear communication, and understand the deadlines and deliverables. We have also provided an option for additional services to help implement the plan after the completion of this project. These include a more official Design Guidelines booklet as well as ongoing implementation assistance. The budget for these are estimates and would have to be scoped separately if chosen.

HOURLY RATES

SE GROUP		STUDIO SEED		EPS		FEHR & PEERS		TETRA TECH	
Mark Kane	\$180	Cheney Bostic	\$125	Andrew Knudtsen	\$240	Charlie Alexander	\$235	Chris Durloo	\$230
Gabby Voeller	\$130			Brian Duffany	\$215	Carly Sieff	\$185	Kyle Cross	\$155
Ellie Wachtel	\$100			Rachel Shindman	\$155	Krystian Boreyko	\$150		
Julia Randall	\$75								

COST ESTIMATE

		LABOR	EXPENSES	TOTAL
TASK 1	PROJECT MANAGEMENT	\$25,780.00	\$6,000.00	
Meetings & Communication	Weekly phone meetings; monthly progress reports; travel for site visits			
Process	Ongoing coordination with consultant team, Town staff, and major stakeholders			
Deliverables	Project Implementation Plan			
TASK 2	COMMUNITY ENGAGEMENT	\$63,060.00	\$900.00	
Meetings & Communication	Kick-off Open House; Analysis and Opportunities Webinar/Event; Draft Plan Webinar/Event			
Meetings & Communication	2-3 Planning Commission Meetings; 2-3 Town Council Meetings			
Process	Project website to host materials and advertise for engagement - updated monthly			
Deliverables	Presentation materials and notes before and after each meeting			
TASK 3	RESEARCH AND ANALYSIS	\$85,250.00	-	
Process	Evaluation of existing plans and policies; Data collection and basemapping;			
Process	Existing conditions analysis: real estate market, housing, economy, land use, buildings, demographics, natural resources, infrastructure, etc; Regional analysis: transportation system, governance and partnerships, recreation, sustainability and climate, hazard mitigation and water, etc; Old Town Character Area parking analysis			
Process	Urban Design Analysis for Old Town 100-Block area; Urban Design concept and character creation;			
Deliverables	Matrix/memo of existing policies and actions; Basemap and associated maps (recreation, utilities, wildlife, etc.)			
Deliverables	Existing conditions memorandum with initial recommendations; Regional context memorandum with initial recommendations;			
Deliverables	Urban Design concepts for Old Town 100-Block area; initial Municipal Code recommendations; initial Design Review guideline recommendations;			
TASK 4	PLAN DEVELOPMENT	\$48,095.00	\$900.00	
Process	Development of Goals, Policies, Actions, and Performance Metrics; Development of Public Draft Plan; Development of Final Plan			
Deliverables	Goals, Policies, Actions, and Performance Metrics Draft 1; Goals, Policies, Actions, and Performance Metrics Draft 2; Goals, Policies, Actions, and Performance Metrics Draft 3;			
Deliverables	Public Draft Plan			
Deliverables	Final Plan			
OPTIONAL ADD-ONS: ADDITIONAL SERVICES				
Six months of on-call guidance for Plan Implementation steps, grant writing, etc.		\$30,000.00		
Design Guidelines booklet for Old Town		\$20,000.00		
TOTAL (WITHOUT ADDITIONAL SERVICES)		\$222,185.00	\$7,800.00	\$229,985.00

D. SCHEDULE:

		Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	July 2022
TASK 1	M	1	1	1	1	1	1	1	1	1	1	1	1
	D										1		
TASK 2	M	2	3	4			2	5	4		2 4	6	2 4
	D	2	2	2			2	2	2		2	2	2
TASK 3	P	1	2	3	3	3	4	4					
	D					3		4					
TASK 4	P							5	5	5	6	6	6
	D									5	6	7	8

KEY	M	MEETINGS	P	PROCESS	D	DELIVERABLES
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- 1 Weekly phone check-ins, end of month progress report
- 2 PC Meeting
- 3 Kick-Off Open House
- 4 TC Meeting
- 5 Analysis & Opportunities Webinar/Event
- 6 Draft Plan Webinar/Event

- 1 Data gathering/ basemapping
- 2 Existing plans and policies review
- 3 Existing conditions analysis, Regional context analysis, Urban Design analysis, Parking analysis
- 4 Urban Design concept and character creation
- 5 Development of Goals, Policies, Actions, and Performance Metrics
- 6 Development of Draft Plan

- 1 Project Implementation Plan
- 2 Materials/notes
- 3 All analysis memos complete
- 4 Urban Design concepts, Code and design recommendations
- 5 Goals, Policies, Actions, and Performance Metrics Draft 1
- 6 Goals, Policies, Actions, and Performance Metrics Draft 2, 3
- 7 Public Draft Plan
- 8 Final Plan

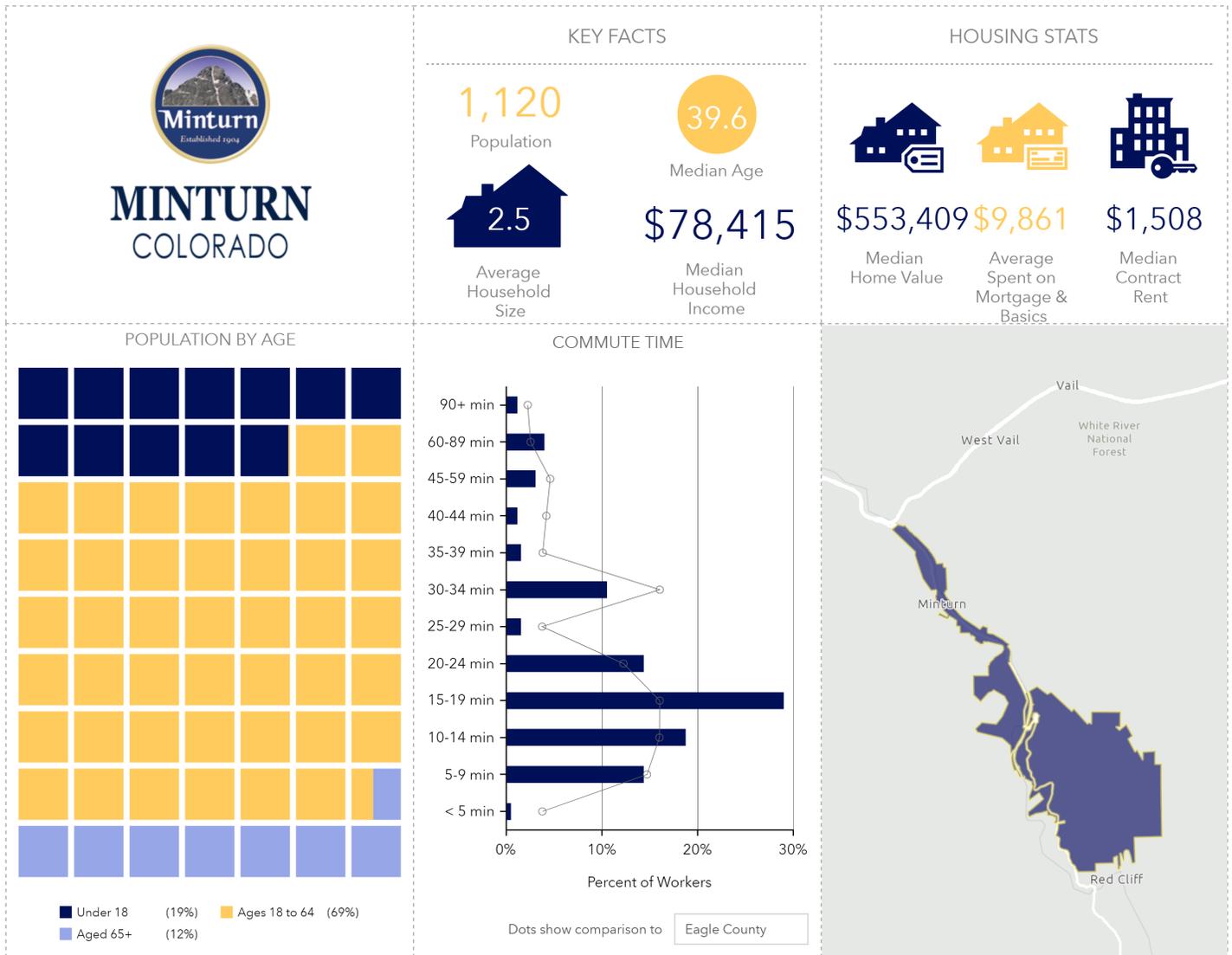
E. REFERENCES:

PROJECT	REFERENCE	CONTACT
SE GROUP		
City of Fruita Community Plan Update https://fruitainmotion.org/	Dan Caris <i>Planning & Development Director</i> City of Fruita	(970) 858-0786 dcaris@fruita.org
West Vail Master Plan https://www.engagevail.com/west-vail-master-plan	Matt Gennett <i>Community Development Director</i> Town of Vail	(970) 479-2146 MGennett@vailgov.com
Pilot Hill Land-Use Plan https://storymaps.arcgis.com/stories/245b9af334ef455eaa57e891f2c84ed5	Sarah Matthews <i>Pilot Hill Inc. Executive Director</i>	(307) 399-4479 sarah.brown.mathews@gmail.com
STUDIO SEED		
Idaho Springs Downtown Plan	Andy Marsh Idaho Springs <i>Town Administrator</i>	(303) 567-4421 x121 admin@idahospringsco.com
EPS		
Peer Community Funding Analysis Avon, Colorado	Scott Wright <i>Finance Director</i> Town of Avon	(970) 748-4055 swright@avon.org
FEHR & PEERS:		
Eagle County First and Last Mile Study	Jared Barnes, AICP <i>Planning Manager</i> ECO Transit & Trails	(970) 328-3528 jared.barnes@eaglecounty.us
TETRA TECH		
4th Street Crossing Silverthorne Colorado	Tom Daugherty <i>Public Works Director</i> Town of Silverthorne	(970) 262-7353 TDaugherty@silverthorne.org

F. ADDITIONAL DATA:

UNDERSTANDING MINTURN

As noted in the RFP, Minturn is experiencing growth pressures and community changes. Although this is happening to many other mountain communities, how it plays out is unique to each community. Especially in small communities, one new neighborhood being built or a favorite bar closing down can have big ripple effects for character and community fabric. Our team understands that and seeks to deliver on a plan that is right for Minturn. The recent streetscape upgrades in the last two years have elevated the downtown character. Let's build on that. The new pump track and bike are a regional destination for families. People are recognizing the quality of life that Minturn residents already cherish. Let's build a plan that retains those qualities and prepares Minturn for inevitable change, but where it has the tools to manage its destiny.



Source: This infographic contains data provided by Esri, American Community Survey (ACS), Esri and Bureau of Labor Statistics. The vintage of the data is 2020, 2025, 2015-2019.

THIS TEAM'S EXPERIENCE

This last page demonstrates how this particular team of consultants has completed similar projects in peer communities. Our work in Fruita focused on discovering a set of community values which ultimately informed the recommendations, policies, and design guidance for the downtown area. We showed what was not working in their code and why they were not getting the design outcomes they desired. As we near completion on the West Vail Master Plan, the primary themes that came about were resident housing, a place to gather, and retaining essential services. We think these themes will resonate with the Minturn community as well, and we will bring a tailored approach to designs and policies that work for you.

“FRUITA IN MOTION” COMPREHENSIVE PLAN

SE Group recently worked with the City of Fruita, Colorado on their Comprehensive Plan. The planning process has involved extensive collaboration with the City and public engagement with the community. Five plan themes showcase the approach the plan will take with its goals and policies: efficient development; community first, tourism second; a thriving downtown, connectivity; and strategic economic development.

One of the policies that came out of the “efficient development” theme is to promote and support a larger diversity of housing types. Without going as far as developing an affordable housing program, the city hopes that allowing and incentivizing more types of housing and more units per acre will promote some natural affordability within the community. The economic development strategy in this plan is one of “quality of place.” The idea behind this strategy is to support existing businesses while also making the community an attractive place to live. This in turn will attract new residents and businesses that want to be located in the community because of its sense of place and amenities.

This Comprehensive Plan was adopted in February 2020. SE Group continues to be engaged with the City on their Land Use Code Update.



WEST VAIL MASTER PLAN

SE Group is currently working on a neighborhood plan for West Vail - the “local’s” part of the internationally known ski destination that is Vail. This master plan addresses the nonconforming uses and structures and existing zoning that prevent redevelopment or development of many different types of desired housing. The plan also establishes policies and guidelines to support a new community vision for West Vail and creates a set of scenarios to describe desired redevelopment of commercial properties.

Vail Town Council desires a “community-driven blueprint for environmentally and economically sustainable land use, zoning, and development decisions in the West Vail neighborhood.” The plan has undertaken a rigorous engagement process, establishes a framework for sustainable development of the neighborhood, identifies opportunities for new housing, and sets the stage for a more vibrant commercial center.

The planning process is divided into four phases: Background Research and Community Visioning, Design Options and Draft Plan Elements, Plan Implementation Steps, and Plan Approval. The adoption of the plan is expected in spring/summer 2021.



ADDENDUM: RESUMES



Mark helps communities defined by outdoor recreation, the rural lifestyle, and tourism unlock and maximize economic, environmental, aesthetic, and recreational character—and potential—through community and land use planning, permitting, and entitlement. Mark brings together deep community planning expertise; an intuitive and informed understanding of how to bring together diverse communities for long term consensus and gain; and a profound commitment to helping small communities find, articulate, tap into, and retain what makes them special.

Areas of Expertise

- Regional + Land Use Planning
- Community Planning
- Engagement and Strategic Planning

Affiliations/Memberships

- American Planning Association/Vermont Planners Association, Past-President
- American Planning Association, Northern New England Chapter
- American Planning Association, Colorado Chapter
- American Society of Landscape Architects

Presentations

- NNECAPA 2019 “The Town Forest Planning Toolkit”
- Sun Valley Economic Development (SVED) - Future of Mountain Towns Conference 2017

Awards

- VPA 2018 Plan of the Year and VTASLA 2018 Merit Award, Town of Chester Village Plan
- Merit Award for Outstanding Project, APA Colorado, Town of Ridgway Land Use Plan Update, 2012
- Honor Award for Sustainability and Environmental Planning, APA Colorado, Town of Nederland Comprehensive Plan Update, 2014
- Merit Award for Innovation/Creative Partnerships, Colorado APA, Emerald Mountain Park Master Plan, 2014

Experience

Mark has been with SE Group since 2000 and has over 25 years of experience in land use planning, analysis and engagement. Mark is a frequent speaker at conferences on topics as diverse as community planning in recreationally-driven communities and how the human environment can evolve, sustainably and in concert with natural and economic advantage.

Mark has a Bachelor of Science, School of Natural Resources - Environmental Studies from the University of Vermont.

Projects

- City of South Burlington Underwood Park Master Plan, Vermont
- City of South Burlington Underwood Park Vision Framework, Vermont
- Clear Creek County Master Plan 2020, Colorado
- Emerald Mountain Park Master Plan, Colorado
- Enosburg Falls Village Master Plan, Vermont
- Estes Valley Recreation and Parks District Master Trails Plan, Colorado
- GIS-Based Regional Open Space Study, Northwest Vermont
- Glacier-Winner Creek Land Use Plan - Girdwood 2020, Alaska
- Mad River Valley Active Transportation Plan, Vermont
- Mad River Valley Economic Study, Vermont
- Maidstone State Park Master Plan, Vermont
- Pagosa Springs 2018 Comprehensive Plan, Colorado
- Quechee Lakes - Long-Range Community Plan, Vermont
- Town of Chester Village Center Master Plan, Vermont
- Town of Frisco Development Code, Colorado
- Town of Nederland Comprehensive Plan, Colorado
- Town of Ridgway Land Use Plan 2011 Update, Colorado
- Town of Silverthorne Comprehensive Plan, Colorado
- Town of Silverthorne Parks, Open Space and Trails Master Plan, Colorado
- Town of Telluride - Conceptual Land Development Study, Colorado
- Town of Waterville Valley Pedestrian Revitalization Study, New Hampshire
- Waterville Valley Pedestrian Village Study, New Hampshire



Areas of Expertise

- Community Planning
- Transportation Planning / Land Use + Transportation Modeling
- Community Engagement

Affiliations/Memberships

- American Planning Association, Colorado Chapter, Northern New England Chapter

Appointments

- City of Leadville Planning + Zoning Commission

Presentations

- “UrbanSim,” APA Colorado conference, 2014
- “Creating Connections between Recreation and Transportation” APA Colorado conference 2016
- “Partnering with Colorado’s Public Land Managers,” APA Colorado Conference, 2017
- Fruita Colorado - Progressive Land Use Planning on the Western Slope” APA Colorado Conference 2020

Gabby is a multi-faceted planner with a passion for helping clients solve the most complex problems facing their communities. She applies both technical and analytical skills to all aspects of community planning. Gabby approaches projects with a mind geared toward seeking out innovative and engaging solutions that move communities closer towards their vision and goals.

Experience

Working in both private and public sectors, Gabby has widespread knowledge and experience managing multi-modal transportation planning, recreation and trails planning, and community planning and development projects. She excels at crafting and facilitating creative public engagement processes and making compelling maps and infographics for plan documents. She has authored environmental analyses and impact studies. Gabby joined the SE Group team in 2016.

Gabby has a Master of Regional Planning from Cornell University and a Bachelor of Science in Chemistry from Bates College.

Projects

- City of Aspen Uphill Economy Recreation Plan, Colorado
- City of Cañon City Arkansas River Corridor Master Plan, Colorado
- City of Fort Morgan Trails Master Plan, Colorado
- City of Fruita Comprehensive Plan Update, Colorado
- City of Fruita Land Use Code Update, Colorado
- Clear Creek County 2017 Community Master Plan, Colorado
- Cuchara Mountain Park Master Plan, Colorado
- Dillon Reservoir Recreation Area and Summit County RecPath System Capacity Analysis, Summit County, Colorado
- Eldorado Canyon State Park Visitor Use Management Plan, Colorado
- Estes Valley Recreation and Park District Comprehensive Master Trails Plan, Colorado
- Pagosa Springs 2018 Comprehensive Plan, Colorado
- Pilot Hill Land Use Plan, Laramie Wyoming
- Town of Breckenridge Gondola Feasibility Study, Colorado
- Town of Frisco Community Plan Assistance, Colorado
- Town of Frisco Nordic Center Master Development Plan, Colorado
- Town of Frisco Three Mile Plan, Colorado
- Town of Frisco Trails Master Plan, Colorado
- Town of Snowmass Village Parks, Open Space, Trails, and Recreation Plan, Colorado
- Town of Snowmass Village Community Connectivity Plan, Colorado*
- West Vail Master Plan, Colorado (ongoing)



Naturally inquisitive and quick to embrace a good challenge, Ellie enjoys complex analysis and distilling the results to develop data-driven solutions. She approaches planning projects with evident enthusiasm, willful purpose, and a passion for helping communities tap into their outdoor recreation potential or better manage their existing assets. Ellie has helped several communities and land managers facing growing recreational use with understanding their system capacities and balancing use with conservation. Ellie appreciates the necessary components of successful outdoor recreation destinations, working with well-known and emerging destinations across the country.

Areas of Expertise

- Research + Technical Writing
- Community engagement
- Spatial Analysis + GIS

Professional Certification

- Congress for the New Urbanism - Member

Awards

- 2020 Wyoming Planning Association Project of the Year, Pilot Hill Land Use Plan
- 2020 Vermont Planners Association Plan of the Year, Enosburg Falls Vital Village Master Plan
- 2019 Vermont Public Places Honor Award, Town Forest Recreation Planning Assistance Program

Presentations

- “Visitor Use Management Planning Towards Equitable Access” National Outdoor Recreation Conference, 2020
- “COVID-19 Ski Area Capacity Modeling,” National Ski Areas Association, 2019
- “The Town Forest Planning Toolkit: Supporting Recreation Planning in Small Towns” Northern New England Annual

Experience

Ellie joined SE Group in 2017 with an academic background that combined the humanities, environmental, and quantitative studies.

Ellie works on projects at the intersection of community and recreation, and lately, has delved into recreation capacity projects as more recreation areas are experiencing crowding issues.

Prior to joining SE Group, Ellie conducted spatial research and public engagement for a river revitalization project, using spatial history to inform trails, parks, and corridor development along the river.

Ellie has a Bachelor of Arts in Math and History from Williams College.

Projects

- City of Aspen Uphill Economy Recreation Plan, Colorado
- City of Cañon City Arkansas River Corridor Master Plan, Colorado
- City of Fort Morgan Trails Master Plan, Colorado
- City of Fruita Comprehensive Plan Update, Colorado
- Cuchara Mountain Park Master Plan, Colorado
- Dillon Reservoir Recreation Area and Summit County RecPath System Capacity Analysis, Summit County, Colorado
- Eldorado Canyon State Park Visitor Use Management Plan, Colorado
- Gallagher Park Winter Sport Regional Analysis, Alberta, Canada
- Kendall Mountain Recreation Area Viability Assessment, Colorado
- Kingdom Trails Network Capacity Study, Vermont
- Lake Chelan Multi-Season Recreation Destination Feasibility Study, Washington
- Mount Magazine Mountain Bike Master Plan, Arkansas
- Pagosa Springs Comprehensive Plan, Colorado
- Pilot Hill Land Use Plan, Wyoming
- Spirit Mountain Strategic Business Plan, Minnesota
- Teton Pass Ski Area Feasibility Study, Montana
- Town of Frisco Community Plan Assistance, Colorado
- Town of Frisco Peninsula Recreation Area Master Development Plan, Colorado



Areas of Expertise

- Technical Writing & Research
- Community Engagement & Visioning
- Policy Analysis

Full of curiosity, Julia loves getting to know the communities she works in and enjoys the challenge of building consensus among stakeholder groups. With every project, Julia seeks to develop innovative land use and policy solutions that reflect a community’s values, build resiliency, and improve overall quality of life. Julia’s considerable skill as a writer and passion for sustainable, inclusive recreation make her an asset to any project team.

Experience

Julia specializes in policy analysis, public engagement, GIS, and multimedia communications. Julia is a member of the Community Planning and Design team and also supports the Environmental and Design practices at SE Group.

Prior to joining SE Group, Julia studied recreation and tourism internationally and close to home – she completed a research fellowship on ecotourism in Thailand, and she has produced two reports analyzing visitor use management in the Adirondack High Peaks.

Julia holds a Bachelor of Arts in English from Williams College.

Projects

- West Vail Master Plan, Colorado
- Minnesota Off-Road Vehicle Master Plan, Minnesota
- City of Chisholm Comprehensive Plan Update, Minnesota
- Rib Mountain State Park Recreation Needs Assessment, Wisconsin
- Grant County Outdoor Recreation and Trails Master Plan, New Mexico
- Grand Targhee Environmental Impact Statement, Wyoming
- Bridge Street Solar, Vermont
- Gilman Hydro Solar, Vermont



Cheney is a professional consultant with 15 years experience in the fields of architecture, landscape architecture, urban design and planning. Cheney works with communities of all sizes - from visioning “big ideas” to implementing complex projects. With her roots in architecture, Cheney offers realistic development solutions that are implementable and designed to code. Cheney has worked on urban design projects throughout the United States. Her passion lies in urban infill projects that respond to an existing context, corridor projects that seek to transform over time, and transit-oriented development projects that add value to underutilized land. An overarching goal in all of Cheney’s projects is a desire to increase quality of life for residents and inspire action. Cheney has a unique talent for visualization and communicating design through visual graphics. She thoroughly enjoys working with the public, and is always amazed at the outcomes from collaborating with passionate citizens and stakeholders.

Cheney specializes in land use studies, building typologies, master plans, neighborhood plans, corridor plans, zoning code graphics and design guidelines. She has participated in numerous public speaking engagements to lecture on community engagement and visualization techniques as well as her branded topic of “practical urbanism”.

education

MASTER OF ARCHITECTURE,
UNIVERSITY OF OREGON (2006)

BACHELOR OF ARCHITECTURE,
SOUTHERN ILLINOIS UNIVERSITY (2004)

certification

AMERICAN INSTITUTE OF
CERTIFIED PLANNERS (AICP)

LEADERSHIP IN ENERGY AND
ENVIRONMENTAL DESIGN (LEED AP)

publications

COLORADO URBANIZING:
EXPERIENCING THE NEW URBANISM

project experience

- » WEST VAIL NEIGHBORHOOD PLAN | commercial center zoning and concepts (Vail, CO)
- » IDAHO SPRINGS DOWNTOWN PLAN | downtown plan (Idaho Springs, CO)
- » FLAGSTAFF DOWNTOWN PLAN | downtown plan + zoning (Flagstaff, AZ)
- » ZONING CODE GRAPHICS | for Kendig Keast Collaborative (multiple cities)
- » EAST CENTRAL AREA NEIGHBORHOOD PLAN | land use and zoning (Denver, CO)
- » EAST AREA NEIGHBORHOOD PLAN | land use and zoning (Denver, CO)
- » NORTHWEST SUPERIOR SUBAREA PLAN | neighborhood and TOD plan (Superior, CO)
- » FRUITA COMMUNITY PLAN | design guidance and visualization (Fruita, CO)
- » FRISCO COMMUNITY PLAN | gateway and opportunity site concepts (Frisco, CO)
- » MARYMOOR VILLAGE DESIGN GUIDELINES | design guidelines (Redmond, WA)
- » EAST END ACTION PLAN | corridor plan + overlay (Idaho Springs, CO)*
- » 6TH STREET CORRIDOR PLAN | corridor plan + guidelines (Glenwood Springs, CO)*
- » BOULDER VALLEY COMPREHENSIVE PLAN | housing + infill prototypes (Boulder, CO)*
- » RE:CODE LA | zoning code + design standards (Los Angeles, CA)**
- » AT HOME IN ENCINITAS | housing element + FBC + infill guidelines (Encinitas, CA)**

* indicates projects completed at studioINSITE (2016-17)

** indicates projects completed at Winter & Company (2013-15)



Brian Duffany

— Executive Vice President —

Brian Duffany is an economist and planner with experience in land use and real estate economics. He has specialized in evaluating the impacts of major real estate investments, and other land use issues such as comprehensive planning, affordable housing and economic development strategies. Brian is skilled in financial and demographic analysis and forecasting, economic impact analysis, infrastructure financing analysis, and policy analysis and strategies.

Education

Master of Regional Planning, Cornell University

Bachelor of Arts, Geology, Colby College

Employment History

21 Years Experience

16 Years with EPS

Affiliations

American Planning Association

Urban Land Institute

Speaking Engagements

TIF for TAT: Urban Renewal After HB 15-1348, Rocky Mountain Land Use Institute Conference, 2018

Streetcar Economics, American Planning Association Conference, 2010

SELECTED PROJECT EXPERIENCE

- West Vail Master Plan | Vail, CO
- Revenue Diversification Strategy | Avon, CO
- Comprehensive Plan Economics | Fruita, CO
- West Steamboat Neighborhood Annexation Impacts | Steamboat Springs, CO
- Main Street Retail Strategy | Steamboat Springs, CO
- Housing Strategy | Chaffee County, CO
- Housing Needs and Development Strategy | Clear Creek County, CO
- Rural Road Improvements Funding Plan | La Plata County, CO
- Comprehensive Plan Economics | Mountain Village, CO
- Lodging Development Policy | Aspen, CO
- Winter Park/Fraser Valley Transportation Plan | Colorado
- Lake Hill Workforce Housing Impact Study | Summit County, CO
- EverVail Base Area Fiscal and Economic Impact Analysis | Vail, CO
- Employee Housing Production Targets | Aspen-Pitkin, CO
- Affordable Housing Impact Fee | Pagosa Springs, CO
- Housing and Community Sustainability Study | Flagstaff, AZ



Economic & Planning Systems, Inc.

The Economics of Land Use

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bduffany@epsdenver.com



Andrew Knudtsen, CCIM

Managing Principal

Education

Bachelors of Environmental Design, Summa Cum Laude University of Colorado

Employment History

19 Years with EPS

25 Years Experience

Affiliations

CCIM – Certified Commercial Investment Manager; Certificate No.: 18731

ULI – Member of the Explorers Committee

State of Colorado Governor's Blue Ribbon Affordable Housing Panel

Publications

"Urban-Suburbia", Urban Land, October 2008.

Speaking Engagements

Evaluation of Joint Venture Development" Vancouver, BC

Rail-Volution "Value Capture for the Rest of US" Seattle, WA

Appraisal Institute "Transit Oriented Development: Value Capture and Market Positioning" San Diego, CA

Urban Land Institute "Quantifying Sustainability" Washington, D.C.

Sonoran Institute Summit "Real Estate Premiums and Sustainable Development Trends" Bozeman, MT



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Andrew Knudtsen draws from 25 years of experience with planning and economic analysis to address land use development potential. He provides a depth of experience related to evaluating market demand, at both the regional and site-specific levels. His experience includes working with developers and public agencies to define potentials for a range of development concepts including master planned communities, retail centers, large scale industrial parks, mountain-resort luxury product, transit oriented development, as well as urban infill. He has worked in a wide range of submarket contexts and has defined development opportunities for private and public clients by integrating data-driven research with the perspectives of local brokers, elected officials, and community stakeholders.

SELECTED PROJECT MANAGEMENT EXPERIENCE

- Wolcott Market Study | Wolcott, CO
- U.S. Highway 6 Grand Avenue Corridor Plan | Eagle County, CO
- Housing Needs Assessment | Lake County, CO
- Tree Farm Market and Fiscal Impact Study | El Jebel, CO
- Cattle Creek Crossing Market Study | Garfield County, CO
- Legacy Land Holdings | Cañon City, CO
- Foothills Parkway Redevelopment | Boulder, CO
- Rio Tinto Land Disposition Strategy | Salt Lake County, UT
- Canyons Development | Jefferson County, CO
- Seven Trails Market Study, Financial Pro Forma, and Fiscal Impact Analysis | Douglas, WY
- Smart Growth Demand in Northern Rockies | CO, MT, and ID
- West 6th Street Corridor | Glenwood Springs, CO
- Downtown Rifle Redevelopment Strategy | Rifle, CO
- Red Mountain Ranch Market and Economic Study | Eagle, CO
- Peer Communities Capital Funding Comparisons | Avon, CO
- Eagle Ranch Market Analysis Update | Eagle, CO
- Chamonix Affordable Housing Market Feasibility Update | Vail, CO
- Civic Area Financing Plan and Fiscal Impact Analysis | Vail, CO
- Brightwater Master Planned Community Market Study | Gypsum, CO
- Avon Comprehensive Plan | Avon, CO
- Affordable Housing Linkage Fee Study | Vail, CO



730 17th Street, Suite 630, Denver, CO 80202



303 623 3557



aknudtsen@epsdenver.com



Rachel Shindman, AICP

Senior Associate

Education

Master of Regional Planning,
Cornell University
B.A., Queen's University
B.Ed., Queen's University
Certificate in GIS, Queen's
University

Employment History

7 Years Experience
5 Years with EPS

Affiliations

American Institute of Certified
Planners
American Planning Association
Urban Land Institute

Presentations

*Tiny Homes, Big Ideas:
Alternative Housing,
Conventional Reality* Panel
Discussion (convener and
facilitator) American Planning
Association – Colorado State
Conference, Keystone, CO 2018

*Can Tiny Homes Help Solve
Denver's Affordable Housing
Crisis?* Panel Discussion
(moderator) Denver Design
Week, Denver, CO 2018

*Finding the "Opportunity"
in Opportunity Zones* Panel
Discussion (convener and
moderator) American Planning
Association – Colorado State
Conference, Snowmass 2019

SELECTED PROJECT EXPERIENCE

- Housing Needs Assessment | Lake County, CO
- Far Northeast Neighborhood Planning Initiative | Denver, CO
- West Area Neighborhood Planning Initiative | Denver, CO
- SA Tomorrow Area Plans | San Antonio, TX
- Comprehensive Housing Needs Assessment | Fort Morgan, CO
- Housing Needs Study | Archuleta County, CO
- Housing Needs Assessment | Chaffee County, CO
- Housing Needs Assessment | Upper Arkansas Area Council of Governments, CO
- Rosedale Master Plan | Kansas City, KS
- Comprehensive Plan Fiscal Impact Analysis | Charlotte, NC
- Regional Comprehensive Plan Fiscal Impact Analysis | Pueblo County, CO
- Comprehensive Plan Update | Las Cruces, NM
- College and Drake Urban Renewal Authority Study | Fort Collins, CO
- Housing and Transportation Funding Strategy | Boulder County, CO



Economic & Planning Systems, Inc.
The Economics of Land Use
www.epsys.com



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rshindman@epsdenver.com


Education:

 BS - Civil Engineering,
 University of Minnesota, 2011

Registrations/Certifications:

 Professional Engineer:
 Colorado, #0051745, 2016

 Professional Land Surveyor
 LSI-13240

Professional Affiliations:

 American Water Works
 Association

Office Location:

Breckenridge, CO

Total Years of Experience:

(01/2011) 10

Years with Tetra Tech:

(07/2013) 8

Mr. Cross is a civil engineer with Tetra Tech and has experience in the design of municipal, residential, and commercial infrastructure. Mr. Cross's design experience includes roadway design, site grading, wastewater collection systems, water distribution systems, and drainage analysis. He has the knowledge to utilize the latest in AutoCAD Civil 3D software to generate clear and accurate construction plans. Mr. Cross's experience in survey and construction has provided him a strong understanding of the transition from planning to construction.

EXPERIENCE

North Ridge Street Water Line Replacement, Town of Breckenridge, Breckenridge, CO. 2015. Design Engineer. Mr. Cross was the design engineer for the project, which consisted of replacing aging cast iron water lines and valving. Mr. Cross utilized AutoCAD Civil 3D to generate construction plans for this project. Specifications and bid support services were also provided. During the construction phase, Mr. Cross provided construction observation services to verify that the water line was installed per the Town of Breckenridge water line construction standards.

Peak 7 Water Line Rehabilitation, Town of Breckenridge, Breckenridge, CO. 2014-2015. Design Engineer. Mr. Cross designed and developed construction plans and bid documents for the project, which consisted of rehabilitating 5,000 LF of existing 6-inch cast iron water main with Cure-In-Place-Pipe (CIPP) through an existing neighborhood with paved roads and other existing deep and shallow utilities. The project also included replacing 2,000 LF of existing 4-inch cast iron pipe with new 8-inch ductile iron pipe.

Beaver Creek Fire Station, Beaver Creek Metropolitan District, Avon, CO. 2015-2016. Design Engineer. Mr. Cross provided civil design services for the new fire station in Avon, CO. The project included detailed turning analysis of fire apparatus and emergency equipment vehicles. Worked effectively with other consultants to ensure the functionality, flexibility and flow of the new fire station exceeded stakeholder expectations. Mr. Cross designed sanitary sewer, water, and stormwater networks. Performed site grading to efficiently convey water to stormwater collection structures

North Alpine Workforce Housing, Powder-Copper Mountain, LLC, Copper Mountain, CO. 2018-2020. Project Engineer. Mr. Cross provided design and project management services for the 2.5-acre site, located at the foot of the Copper Mountain Ski Resort, which features 44 units and 100 parking spaces for residents, as well as covered bicycle storage. Detailed site grading was involved in the project which included ADA design of sidewalks, accessible routes, and parking areas. The project included the design of water and sanitary sewer service connections while working closely with the Copper Mountain Consolidated Metropolitan District. Mr. Cross worked with Summit Fire & EMS to verify fire flow and access requirements were met for the project.

Wastewater Treatment Plant Access Improvements, Frisco Sanitation District, Frisco, CO. 2020. Project Engineer. The project included a new 500' long access drive and drainage improvements for the wastewater treatment plant. The project involved coordination between multiple stakeholders including CDOT, Town of Frisco, Frisco Marina Staff, and the Frisco Sanitation District. Mr. Cross provided design, cost estimation, bid support, and construction administrative services for the project. The project was designed per the Town of Frisco Minimum Street Design and Access Criteria.

Copper Point Townhomes, Powder-Copper Mountain, LLC, Copper Mountain, CO. 2015-2016. Design Engineer. Engineer for the workforce housing project located in Copper Mountain, Colorado, Mr. Cross provided civil design services for the 15-unit townhome development. The project included the design of water and sanitary sewer networks while working closely with the Copper Mountain Consolidated Metropolitan District. The civil design for the project also included site grading, road design, and stormwater conveyance. To mitigate flood risk from adjacent East Lake, a new 42" storm line was designed to route rising water from East Lake during spring runoff around the development and into West Tenmile Creek. Copper Point Lane included the design of a 500' long access through the development. The intersection design included bicycle and pedestrian safety improvements to address the multiple conflict points between bicyclists, pedestrians, motorists, and resort transportation shuttles at the intersection of Copper Point Lane and Copper Road. Mr. Cross worked closely with the Copper Mountain development and operations teams to check that the design was aligned with their current and future operational goals.

Lincoln Park Neighborhood, Traditional Neighborhood Builders, Breckenridge, CO. 2015-2017. Design Engineer. Lincoln Park is a continuation of the Wellington Neighborhood project consisting of 75 units between a mix of single-

family, duplex units, and triplex units. The project is an affordable housing project built on a dredge-mined site. Extensive grading was required to over lot grade the site to work with the new subdivision while maintaining existing vegetation, wetlands, and French Creek that runs through the project area. Mr. Cross performed the drainage analysis for implementing and locating adequate storm drainage structures and components within the project area. The civil design for the project included site grading, road design, and underground utility design. The street design included elements to narrow the street sections while also providing for appropriate access, drainage and areas for snow storage. Mr. Cross assisted in the civil engineering design, which included the overlot grading design, street design, grading, drainage, floodplain mapping, approximately 9,000 LF of offsite and onsite water, wastewater and construction administration for bidding, and construction of the infrastructure.

Retreat Land at Lone Rock, Lone Rock Foundation, Bailey, CO. 2018–Ongoing. Project Engineer. Mr. Cross is the design engineer for the project, which consists of a Conference and Retreat Facility to be constructed on property historically referred to as Lone Rock Ranch. The Conference and Retreat Facility will be run as a nonprofit institute serving the public education community’s development of educators and leadership. Project elements included water distribution, a gravity wastewater collection system, a force main sewer system, driveways, and site grading. A Drainage, Erosion and Sedimentation (DES) plan was prepared for the project as required by Park County. When it was determined that an on-site wastewater treatment plant package would not be allowed by the Colorado Department of Public Health and Environment (CDPHE), Tetra Tech assisted with design associated with the force main which pumped wastewater to an existing treatment plant approximately a mile away. Mr. Cross coordinated with CDOT and the sanitation district to complete necessary permitting.

Staunton State Park Phase 3, Colorado Parks & Wildlife, Pine Junction, CO. 2019–Ongoing. Project Engineer. Staunton State Park is Colorado’s newest state park which opened to the public on May 18th, 2013. After CPW had issues with the engineer on Phase 1, Tetra Tech was contracted to provide civil design on Phase 2 & 3 expansion of the park. Civil design services included access throughout the park, parking, water distribution, and on-site wastewater treatment design.

Frisco Wastewater Treatment Plant (WWTP) Effluent Outfall Relocation, Frisco Sanitation District, Frisco, CO. 2015. Design Engineer. Mr. Cross provided civil design and permitting services for several improvements at the 2.0-million-gallons-per-day (mgd) Frisco WWTP. The project included a new wetland discharge channel into the Dillon Reservoir and an effluent pump station to move tertiary treated wastewater to the outfall channel. The civil design for the project included site grading for a building pad, two wetland ponds, outfall channel, and access road.

Staunton State Park Visitor’s Center, Colorado Parks & Wildlife, Pine, CO. 2018. Design Engineer. Mr. Cross developed construction plans for a new visitor’s center building at Staunton State Park near Pine, Colorado. He calculated project quantities for accurate project cost estimation; analyzed the site for design of storm collection, conveyance, and detention facilities; and designed underground utilities, roadways, and traffic control signage and striping. Mr. Cross effectively worked and communicated with subconsultants to ensure construction plan accuracy and met deadlines.

Silverthorne Performing Arts Center, Town of Silverthorne, Silverthorne, CO. 2016-2017. Design Engineer. Mr. Cross provided design and project management services for the 20,000 SF performing arts facility for the Lake Dillon Theatre Company and the local community. Mr. Cross was responsible for the development of the site grading and drainage plan, as well as the utility design. Mr. Cross worked jointly with multiple consultants, local government, and private entities to ensure project milestones were met.

The Collective - Snowmass Base Village, East West Partners, Town of Snowmass Village. 2017-2019. Design Engineer. The Collective is an 8,701 square foot LEED Gold certified community-use space located in Snowmass Base Village. 2,314 square feet of the bottom floor will be set aside for the Ice Age Discovery Center which will display fossils from the 2010-11 dig at Ziegler Reservoir. The Collective community space will offer a collection of art, music, culture, eateries, activities, and more. This project involved design coordination efforts with multiple consultants. Tetra Tech’s civil engineering services include design services from the conceptual design through construction document preparation for the project including the preparation of construction plans and technical specifications. The design for the project included detailed grading plans, drainage design, and shallow utility coordination. Mr. Cross worked with the architect and landscape architect in designing the site to achieve the aesthetic goals established while still meeting ADA standards for accessible design.


Education:

BSCE - University of Maine, 1995

Registrations/Certifications:

 Professional Engineer:
 Colorado #35216; 2001
 Texas #117543; 2014

 LEED AP Building Design +
 Construction, 2011

Professional Affiliations:

 American Society of Civil
 Engineers

Office Location:

Breckenridge, CO

Total Years of Experience:

(05/1996) 25

Years with Tetra Tech:

(05/1996) 25

Mr. Durloo is a civil engineer with Tetra Tech. He has extensive experience with master planning including public infrastructure, municipal and private development. Mr. Durloo works on various types of projects throughout the mountain region of Colorado. He has experience in the design of water distribution systems, wastewater collection systems, transportation, storm drainage analysis, and site planning. Mr. Durloo's experience includes projects with municipalities, industrial projects, and commercial and residential developments. He is experienced in all phases of design and construction including the preparation of construction documents, bidding, construction management, and contract administration through all phases of construction.

Mr. Durloo serves as senior engineer and project manager on many projects for private, municipal, and commercial clients. He worked on projects through all phases of development from base mapping and conceptual design to final design, construction management, and record drawings. He designed and prepared contract plans and specifications for the above-mentioned types of projects.

EXPERIENCE

Lake Hill Master Development Plan, Corum Real Estate, Summit County, Frisco, CO. 2016. Project Manager. Mr. Durloo was the project manager for the civil engineering design associated with the 40 acre master plan for the Lake Hill project. This site is owned by Summit County gained from a recent land trade with the United States Forest Service. Mr. Durloo provided civil engineering design for the master plan including roadways, grading, drainage and utility design to support the development of this project including over 400 units of housing.

Denison Placer Affordable Housing, Town of Breckenridge, Breckenridge, CO. 2015-2017. Project Manager. Mr. Durloo is the project manager for the proposed affordable housing project located in Breckenridge, Colorado. The project consists of 60 units of affordable housing mixed with townhome and multi-unit development. Tetra Tech is providing master planning for the site, including planning for infrastructure for future development adjacent to the Denison Placer site.

4th Street Crossing, Milender White/Town of Silverthorne, Silverthorne, CO. 2018-2019. Project Manager. Tetra Tech is providing civil engineering design services the 4 Acre redevelopment in the Downtown Core of Silverthorne, Colorado. The project includes a new hotel, market place, parking structure, multi-use buildings and townhomes. Civil Engineering design services include Town Streets, water infrastructure, sanitary sewer, storm drainage and on-site design. One of the challenges with this project is the limitation of offsite drainage infrastructure and on-site stormwater infiltration components has been designed for this site.

3rd Street Utility Improvements, Town of Silverthorne, Silverthorne, CO. 2019-2020. Project Manager. The Town of Silverthorne hired Tetra Tech to continue to upgrade existing utility infrastructure within the downtown core area. This included upgrading waterlines along 3rd street and Adams Ave, along with adding addition street parking within the Town's Right-of-Ways. Tetra Tech worked closely with the Town Engineer and utility departments to upgrade as much of the existing infrastructure in this area to the new downtown standards for streets and utilities. Tetra Tech also provided construction administration services for this project.

Beaver Creek Fire Station, Beaver Creek Metropolitan District, Avon, CO. 2015-2016. Project Manager. Mr. Durloo was Tetra Tech's project manager for the new fire station in Avon, CO. The project included civil engineering design for the new fire station including site planning, grading, drainage and utility design.

Staunton State Park – Visitor Center/Civil Infrastructure Master Planning, Studio Insite, Colorado Division of Parks & Wildlife, Conifer, CO. 2014-2021. Project Manager. Mr. Durloo is the project manager for the civil engineering design of the new Visitor Center, Vehicle Maintenance Shop, and civil infrastructure planning for Staunton State Park. The civil engineering included the design of access roads, site planning, parking lots, utilities, small water system, septic fields and stormwater.

Coyne Valley Road Reconstruction, Town of Breckenridge, Breckenridge, CO. 2015-2019. Project Manager. Mr. Durloo was the project manager and lead designer for the Coyne Valley Road reconstruction project that included planning for the future Coyne Valley Road and a new crossing of the Blue River. Various alternatives were studied to replace the



existing CMP culvert crossing of the Blue River, and ultimately a 50' span precast concrete arch structure was selected. Mr. Durloo coordinate the structure design for the crossing with the structural engineer. This project also included restoration of approximately ½ mile of the Blue River.

Copper Mountain Master Plan, IntraWest Placemaking, Copper Mountain, CO. 2001-2018. Project Manager. Mr. Durloo was the project manager for the master plan for the 2005 PUD for Copper Mountain, and subsequent Master Drainage Plan updates and site-specific drainage studies for project implementation at Copper Mountain. The master plan submittal included an additional 1,000 units of residential development and commercial space to the existing Copper Mountain Resort. The process included review of the proposed roadway facilities, drainage infrastructure, water and sanitary sewer systems. Mr. Durloo was also involved with the approval process with the Summit County planning commission.

Ten Mile Canyon Recreation Path, Summit County Open Space and Trails Department, Summit County, CO. 2009–2014. Project Manager. Mr. Durloo was the project manager overseeing the project design and construction for the Ten Mile Canyon recreation path extension near Copper Mountain, Colorado. The pathway included approximately 2 miles of pathway and two bridge crossings. The design of the pathway was completed in coordination with the future plans for re-aligning and restoring Ten Mile creek through this corridor. The pathway is adjacent to wetland areas so the pathway design was completed to minimize wetland disturbance and promote water quality. This project has required extensive coordination with the U.S. Forest Service (USFS) and CDOT.

Copper Point Attainable Housing, Powdr-Copper Mountain, Copper Mountain, CO, Project Manager. 2015 -2017. Project Manager. Mr. Durloo was the project manager for the development of a 15 unit affordable housing project located at Copper Mountain Ski Resort. This project included the design of civil infrastructure to support the new housing including a new access road, water mains, sewer mains and drainage design for the development. This project also included extension of a 42 inch storm sewer line to improve the outlet capacity of the adjacent East Lake.

McCain Preliminary Development Plan, Norris Design, Town of Breckenridge, Breckenridge, CO. 2014-2015. Project Manager. Mr. Durloo was the project manager for the civil engineering work associated with the McCain Parcel. This project included the review of a Town owned 129 Acre parcel for the implementation of near and long term development of the property. The uses identified for the site include open space, solar field, skier parking, snow storage, a new water treatment plant, public works storage, light commercial and future residential development. Tetra Tech provided civil engineering design support including access, earthwork, utility and drainage infrastructure master planning to support the development plan.

Silverthorne Performing Arts Center, OZ Architecture, Silverthorne, CO. 2015-2017. Project Manager. This project included the civil engineering services for a new Performing Arts Center for the Lake Dillon Theater Company. The civil engineering design associated with the new 12,000-square-foot building included parking lots, driveways, drainage, utilities, site planning, and civil site design. The project was a design-build project with Adolfson & Peterson as the general contractor.

Summit County Commons and Senior Housing, Augustana Care/Summit County, Frisco, CO. 2015. Project Manager. Mr. Durloo was the project manager and lead designer for the evaluation of the Summit County Commons site for future development, including the proposed 100-unit senior housing facility. Design included the evaluation of water servicing, wastewater servicing, roadway access, and cost estimating for infrastructure requirements to service future development.

Breckenridge 2nd Water Treatment Plant, Town of Breckenridge, Breckenridge, CO. 2015-Present. Project Manager. Mr. Durloo is the project manager for the Tetra Tech portion of this project that includes the design of a 17,000 linear foot raw water pipeline, 7,000 linear finished water pipeline, 6,000 linear foot water main distribution system replacement and the site civil design for the Water Treatment Plant. This project included the alternative analysis for the pipeline routes including identification of new easement locations and design coordination with Town of Breckenridge, Summit County and CDOT through the multi-jurisdictional routing.

Facility Master Planning, Snake River Water District, Keystone, CO. 2014. Senior Engineer. Mr. Durloo provided infrastructure master planning design support for a future water storage tank and water treatment facility expansion for the Snake River Water District. Design included analyzing several potential sites for water tanks in Keystone, including the development of conceptual plans and construction cost estimates for each site. The water treatment facility study included the review of several sites including the development of conceptual site plans and construction cost estimates to assist in the selection of a preferred site.



Charlie Alexander, PE, AICP, RSP1

Principal

EDUCATION

Bachelor of Science, Civil Engineering
Bucknell University, Lewisburg, PA 2007

REGISTRATIONS

Licensed Civil Engineer: Colorado, #49117
Also registered in California, Florida,
Maryland, Texas, Virginia, Washington, and
Washington D.C.

American Institute of Certified Planners
(AICP): #27421

Road Safety Professional (RSP) Level 1

AFFILIATIONS

American Planning Association (APA)

INSTRUCTOR

University of California, Berkeley Institute of
Transportation Studies Technology Transfer
Program: Complete Streets Planning and
Design (2013-present)

National Complete Streets Coalition: Complete
Streets Workshop Instructor (2014-present)

EXPERTISE

- Transportation Planning
- Complete Streets Planning & Design
- Multimodal Safety
- Travel Demand Forecasting
- Parking Planning
- Traffic Operations & Simulation
- Transportation Planning
- Traffic Impact Analysis
- Traffic Engineering Design & Community Outreach

ABOUT

Charlie specializes in complex multimodal transportation planning and engineering projects and has driven innovation in several projects companywide. His project experience includes a wide array of project types including Complete Streets planning and design, traffic operations and simulation, multimodal safety, transit planning, traffic impact analysis, travel demand forecasting, and traffic engineering design. Charlie applies this diverse experience to projects that require complex bicycle, pedestrian, and transit design solutions; consensus-building around modal tradeoffs; and strategic stakeholder and community engagement. He teaches courses on Complete Streets to master's students and other practitioners through the University of Colorado, Denver, the National Complete Streets Coalition and the University of California, Berkeley. He has been the Project Manager or a key staff member on 11 projects in the past five years with a significant corridor planning component; combined, these projects have developed recommendations for over 40 corridors throughout Colorado.

PROJECT EXPERIENCE

- Breckenridge Traffic Calming – Breckenridge, CO
- Snowmass Community Connectivity Plan – Snowmass, CO
- Nevada County Bicycle Plan – Nevada County, CA
- Aspen Mobility Lab – Aspen, CO
- RFTA Grand Avenue Alternatives Analysis – Glenwood Springs, CO
- Fruita Circulation Plan – Fruita, CO
- Pinellas Vision Zero – Pinellas County, FL
- DRCOG Vision Zero Action Plan – Denver, CO
- Pedestrian Crossing and Traffic Calming Guidelines – Issaquah, WA
- Denver Arts Complex Mobility Study – Denver, CO
- Denver Moves: Downtown – Denver, CO
- Denver Intersection Safety Study – Denver, CO
- Brighton Vision Zero – Brighton, CO
- Boulder Walk and Bike Network Plan – Boulder, CO
- Hampden Avenue Corridor Study – Denver, CO
- Longmont Enhanced Multi-use Corridor Plan – Longmont, CO
- Denver Moves: Pedestrians & Trails – Denver, CO
- Durango Road Diets Study – Durango, CO
- East Arapahoe Transportation Plan – Boulder, CO
- West Elizabeth Entrance Travel Corridor Plan – Fort Collins, CO



Carly Sieff, AICP

Associate Transportation Planner

EDUCATION

Master of City and Regional Planning,
University of North Carolina, Chapel Hill 2013

Bachelor of Arts, Brown University, Urban
Studies and Science & Society 2009

REGISTRATIONS

American Institute of Certified Planners
(AICP): #029164

AFFILIATIONS

Women's Transportation Seminar (WTS):
Member

Association of Pedestrian and Bicycle
Professionals (APBP): Member, Colorado
Chapter Committee member

American Planning Association (APA):
member

EXPERTISE

- Resort Town Planning
- Master Plans
- Complete Streets
- Bicycle and Pedestrian Planning
- Traffic Calming
- Safety Studies
- Parking Studies
- Long-Range Transportation Planning
- Emerging Mobility
- Campus Planning
- Community Outreach and Consensus Building

ABOUT

Ms. Sieff is a Transportation Planner with a focus on making travel by all modes safer and more accessible through the evaluation, planning and design of transportation networks. Carly has worked on a range of transportation projects from transportation master plans to bicycle and pedestrian plans to multimodal corridor plans to safety studies. Through previous projects, Carly has made recommendations for improving communities' transportation network by working closely with the public, performing in-depth, data-driven analyses and applying best practices from around the country. She is committed to improving the transportation options for communities by developing quantitative methods to evaluate existing transportation networks as a basis for developing recommendations to improve efficiency, safety and convenience.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Eagle County First Last Mile Study – Eagle County, CO
- West Vail Master Plan – West Vail
- Fruita Connectivity Plan – Fruita, CO
- Carbondale Comprehensive Plan – Carbondale, CO
- Snowmass Community Connectivity Plan – Snowmass, CO
- Frisco Trails Master Plan – Frisco, CO
- Aspen Short-Range Transit Plan – Aspen, CO
- SE Denver Mobility Hub Study – Denver, CO
- Low Stress Walk and Bike Network Plan – Boulder, CO
- Uncontrolled Pedestrian Crossing Guidelines – Denver, CO
- Senior Transportation Needs Assessment – Larimer County, CO
- Denver Moves: Pedestrian and Trails Plan – Denver, CO
- Grand Valley Regional Transportation Plan – Mesa County, CO
- Windsor Transportation Master Plan – Windsor, CO
- Loveland Transit, Bike/Ped, and Transportation Master Plan – Loveland, CO
- Fort Collins Transportation and Transit Master Plans – Fort Collins, CO
- West Central Area Plan (WCAP) – Fort Collins, CO
- East Arapahoe Transportation Plan – Boulder, CO
- Longmont Enhanced Multiuse Corridor Plan – Longmont, CO
- Denver Community Network Planning – Denver, CO



Krystian Boreyko

Senior Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
UCLA, 2018

Bachelor of Arts, Vassar College, 2008

AFFILIATIONS

American Planning Association (APA)
member

EXPERTISE

- Long-Range Transportation Planning
- Complete Streets
- Bicycle and Pedestrian Planning
- Safety Studies
- Community Outreach
- GIS Mapping and Analysis
- Transit Access
- Parking Studies
- Transportation Demand Management

ABOUT

Krystian is a Transportation Planner with a focus on making multimodal travel more equitable in all communities. He is based in our Denver office but routinely works with clients in the Colorado's mountain and Western Slope communities. Krystian has worked on a range of transportation projects in mountain communities like multimodal connectivity studies, first/last mile strategy recommendations, and a downtown parking study in Frisco, CO. He is attuned to the distinctive character of working in Colorado's less urbanized communities and enjoys supporting those communities by finding unique solutions to their transportation challenges. He crafts recommendations that elevate walking, biking, and transit while also maintaining a focus on roadway performance by ensuring travel time reliability and traffic safety remain core focuses in planning efforts that center on less densely populated areas. Krystian values every opportunity to be hands-on and works closely with the public and key stakeholders to ensure transportation plans are a true reflection of the community's vision – his approach to collaboration makes clients feel like they have gained a new team member.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Eagle County First/Last Mile Strategy Study – Eagle County, CO
- West Vail Master Plan – Vail, CO
- Town of Frisco Community Plan Update – Frisco, CO
- Moab & Spanish Valley Regional Transportation Plan – Grand County, UT
- Town of Frisco Parking Study – Frisco, CO
- Evans Multi-Modal Transportation Master Plan – Evans, CO
- Grand Valley Regional Transportation Plan – Mesa County, CO
- Fort Collins Transportation Master Plan – Fort Collins, CO
- Loveland Transportation Master Plan – Loveland, CO
- Boulder Multimodal Level of Service Performance Measures – Boulder, CO
- Safe Routes to School Community Outreach – Denver, CO
- Colorado Statewide Transit Plan – CDOT
- Summit Stage Short Range Transit Plan – Summit County, CO
- Adams County Transportation Master Plan – Adams County, CO



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Suite 224
Montrose, CO 81402

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Fax: 970.945.7336

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

DATE: August 26, 2021
TO: Town of Minturn Town Council
FROM: Karp Neu Hanlon, P.C.
RE: Emergency Ordinance for 100 Block

The zoning for the 100 Block Commercial Zone in the Old Town Character Area provides that the primary purpose for this area of Town is to provide convenient commercial services to residents and visitors and to promote the development of the Town’s primary retail area in order to generate sales tax. The existing zoning allows for certain non-retail uses on the “street level” as a matter of right (e.g. professional activities), some by limited use (e.g. clubs) and some by conditional use (e.g. duplexes). Based upon recent inquiries and land use submittals, there is concern that additional street level non-retail uses could locate within the 100 block and dilute the commercial services and retail nature of this zone district.

Due to the emergency created by this situation, the Council is presented with an emergency ordinance enacting a moratorium. The moratorium would apply to the acceptance and processing of any new land use applications for design review, conditional use review, and limited use review for non-retail uses located on the street level of the 100 Block Commercial Zone. The moratorium would also apply to processing and issuance of any business license for a non-retail business seeking to locate within a space on the street level of the 100 Block Commercial Zone.

Two important points:

- A. This moratorium will NOT apply to any applications which have already been filed on the date of its enactment.
- B. As an emergency ordinance it must be approved unanimously.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 07 – SERIES 2021**

**AN EMERGENCY ORDINANCE OF THE TOWN OF
MINTURN, COLORADO ENACTING A MORATORIUM ON
THE ACCEPTANCE AND PROCESSING OF
APPLICATIONS FOR DESIGN REVIEW, CONDITIONAL
USE REVIEW, LIMITED USE REVIEW OR THE
PROCESSING AND ISSUANCE OF A BUSINESS LICENSE
FOR NON-RETAIL USES ON THE STREET LEVEL
WITHIN THE 100 BLOCK COMMERCIAL ZONE OF THE
OLD TOWN CHARACTER AREA.**

WHEREAS, the Town of Minturn (“Town”) is a legal and political subdivision of the State of Colorado for which the Minturn Town Council (“Town Council”) is authorized to act; and

WHEREAS, the Minturn Municipal Code provides that a primary purpose of the 100 Block Commercial Zone is to provide convenient commercial services to residents and visitors and to promote the development of the Town's primary retail commercial district; and

WHEREAS, the Town has in recent weeks and months received applications for new structures and modifications to existing structures which would allow for non-retail uses on the street level within the 100 Block Commercial Zone; and

WHEREAS, the Town deems the establishment of non-retail uses on the street level of the 100 Block Commercial Zone to be a material threat to the Town’s ability to meet the commercial and retail needs of its citizens and to generate sales tax revenue; and

WHEREAS, all new building construction projects and projects increasing the footprint or the area of an existing structure proposed to be undertaken within the Town are subject to design review approval pursuant to Section 16-21-615 of the Minturn Municipal Code (“Code”) to ensure that the proposed structures and additions are constructed in compliance with the Code, including the Town’s Design Standards and Guidelines, and other regulations adopted by the Town; and

WHEREAS, the zoning code for the 100 Block Commercial Zone contemplates that applications for conditional use and limited use review may be filed for non-retail uses in street level locations; and

WHEREAS, the Code allows business licenses to be issued to businesses for street level spaces in the 100 Block Commercial Zone even if they are not retail businesses; and

WHEREAS, the Town Council desires to review and invite public comments on Code provisions relating to the use of street level spaces within the 100 Block Commercial Zone; and

WHEREAS, after the opportunity to review, take public comment on and facilitate meetings with the Town Planning Commission regarding the Code, the Town’s Design Standards

and Guidelines and related regulations, the Town Council may consider amendments to the Code, the Town's Design Standards and Guidelines and the related regulations; and

WHEREAS, the Town Council finds that failure to enact a moratorium could result in permanent negative changes to the Town's character, loss of retail sales tax base, and as such constitutes an emergency; and

WHEREAS, the Town is authorized by the Local Government Land Use Control Enabling Act of 1974, Sections 29-20-101 through 29-20-108, C.R.S., as amended, and Section 31-23-301, C.R.S., as amended, to plan for and regulate the use of land within the Town's jurisdiction; and

WHEREAS, Section 31-15-401, C.R.S., authorizes the Town to enact regulations necessary to promote the health and well-being of its citizens; and

WHEREAS, the Town Council hereby finds and determines that enacting a moratorium to provide sufficient time in which to undertake and complete the review and amendment of the Code, the Town's Design Standards and Guidelines and related regulations is required.

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

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

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

SECTION 2. The Town Council hereby finds and declares that an emergency exists relating to the acceptance and processing of applications and issuance of business licenses for non-retail uses on the street level within the 100 Block Commercial Zone of the Told Town Character Area.

SECTION 3. A moratorium until November 30, 2021 is hereby imposed on the acceptance and processing by the Town of applications for design review, conditional use review, and limited use review and for processing and issuance of business licenses for non-retail uses on the street level within the 100 Block Commercial Zone of the Old Town Character Area. For purposes of this moratorium, retail use is defined to be a use of property on the street level within the 100 Block Commercial Zone that generates more than nominal sales tax for the Town.

SECTION 4. If any section, subsection, clause, phrase, or provision of this ordinance, or the application thereof to any person or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ BY TITLE, UNANIMOUSLY APPROVED on this 1st day of September, 2021, and the Town Council ordains this ordinance enacted as an emergency

ordinance, shall take effect upon passage, and orders the same to be published in full within ten days of passage thereof.

TOWN OF MINTURN, COLORADO

John Widerman, Mayor

ATTEST:

By: _____
Jay Brunvand, Town Clerk

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

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Michael J. Sawyer
Partner/Shareholder

mjs@mountainlawfirm.com

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

PRIVILEGED AND CONFIDENTIAL MEMORANDUM

DATE: August 27, 2021
TO: Minturn Town Council
FROM: Karp Neu Hanlon
RE: Notice of Default to Battle Mountain

At the August 18 Town Council meeting, Council directed staff to send a notice of default letter to Battle Mountain. The notice of default identifies the various obligations that Battle Mountain has failed to perform since “Final Approval” of the annexation occurred in 2019. The defaults listed have occurred under the Annexation Agreement, the Water Service Agreement, the Wastewater Service Agreement, and the 2012 Agreement Regarding Escrows and Funding. The notice was sent on August 26. The notice was hand delivered the same day to Tim McGuire. As such, the “cure period” identified in the various agreements starts as of the August 26 delivery. The cure period is two to four weeks depending on the type of default.

Glenwood Springs – Main Office

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

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Michael J. Sawyer

Partner/Shareholder

mjs@mountainlawfirm.com

Direct: 970.928.2118

Office: 970.945.2261

Fax: 970.945.7336

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

August 26, 2021

<p>Munsey Ayers, Esq. Otten Johnson Robinson Neff + Ragonetti 950 17th Street, Suite 1600 Denver, CO 80202 Sent via Certified US Mail and by Email</p>	<p>Tim McGuire Battle Mountain Entities 444 Eagle River Street Minturn, CO 81645 Sent via Personal Delivery</p> <p>Battle Mountain Entities P.O. Box 56 Minturn, CO 81645 Sent via Certified US Mail and Email</p>
<p>Battle One Developer, LLLP 1942 Boradway Street, Suite 314C Boulder, CO 80302 Sent via Certified US Mail</p>	<p>Battle Two Developer, LLLP 1942 Boradway Street, Suite 314C Boulder, CO 80302 Sent via Certified US Mail</p>
<p>Battle One Developer, LLLP 3284 Northside Parkway NW, Suite 570 Atlanta, GA 30327 Sent via Certified US Mail</p>	<p>Battle Two Developer, LLLP 3284 Northside Parkway NW, Suite 570 Atlanta, GA 30327 Sent via Certified US Mail</p>
<p>Battle North, LLC 1942 Boradway Street, Suite 314C Boulder, CO 80302 Sent via Certified US Mail</p>	<p>Battle South, LLC 1942 Boradway Street, Suite 314C Boulder, CO 80302 Sent via Certified US Mail</p>
<p>Battle North, LLC 3284 Northside Parkway NW, Suite 570 Atlanta, GA 30327 Sent via Certified US Mail</p>	<p>Battle South, LLC 3284 Northside Parkway NW, Suite 570 Atlanta, GA 30327 Sent via Certified US Mail</p>
<p>Ginn Development Company LLC Attn: William H. Weber P.O. Box 56 Minturn, CO 81645 Sent via Certified US Mail</p>	<p>Ginn Development Company LLC Attn: Robert F. Masters 1 Hammock Beach Parkway Palm Coast, FL 32137 Sent via Certified US Mail</p>
<p>The Ginn Companies, LLC Attn: Legal Department 31 Lupi Court, Suite 130 Palm Coast, FL 32137 Sent via Certified US Mail</p>	<p>Sarah J. Baker, Esq. Sarah J. Baker PC P.O. Box 425 Edwards, CO 81632 Sent via Certified US Mail</p>

Bennett Raley, Esq. Trout, Raley, Montano, Witwer & Freeman 1120 Lincoln Street, Suite 600 Denver, CO 80203-2141 Sent via Certified US Mail	Battle One A Developer, LLC 171 17 th Street NW, Suite 1575 Atlanta, GA 30363 Sent via Certified US Mail
--	---

RE: Notices of Default

To Whom it May Concern:

The law firm of Karp Neu Hanlon represents the Town of Minturn (“Town” or “Minturn”). The Town is a party to agreements with all, or a portion of, the following entities (as such entities may have been merged, reconstituted or renamed):

Ginn Battle North, LLC, Ginn Battle South, LLC, Ginn-LA Battle One, Ltd., LLLP, Ginn LA-Battle 1A, Ltd., LLLP, Battle One Developer, LLLP, Battle Two Developer, LLLP, Battle North, LLC, and Battle South, LLC (collectively, the “Battle Entities”).

The agreements pertinent to this correspondence are:

Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement dated February 27, 2008 adopted by Ordinance 10 – Series 2008 (“Annexation Agreement”)

Water Service Agreement dated February 27, 2008 adopted by Ordinance 11 – Series 2008 (“Water Service Agreement”)

Wastewater Service Agreement dated March 15, 2006 (“Wastewater Service Agreement”)

Agreement regarding Escrows and Funding dated February __, 2012 and approved by Resolution 5 – Series 2012 (“2012 Agreement”) (collectively the “Battle Mountain Agreements”).

This Notice of Default is sent pursuant to Section 7.7 c. of the Annexation Agreement, Section 19 b.ii. of the Water Service Agreement and any other provision in the Battle Mountain Agreements that provides for notice and/or an opportunity to cure a default.

Under the Battle Mountain Agreements, many contractual obligations were triggered by “Final Approval.” Under Section 1.1 of the Annexation Agreement, “In the event that a Legal Challenge, as defined herein, is filed on or before such sixty-first day, Final Approval shall not be deemed to have occurred unless and until such Legal Challenge is resolved in a manner that is final and not subject to appeal that upholds the validity of all of the Resolutions and Ordinances . . .” There was a legal challenge to validity of the ordinances and resolutions associated with the

annexation of the Battle Mountain property by Jeff Tucker. The Legal Challenge filed by Tucker was dismissed by the Eagle County District Court on September 5, 2019. The period to appeal that decision ended on October 24, 2019 (49 days after dismissal). As such, Final Approval under the Annexation Agreement occurred on October 24, 2019.

Annexation Agreement

- A. Under Section 2.2, “within thirty days after Final Approval, Ginn will deliver to the Town additional security in accordance with Section 7.23 such that the total security delivered by Ginn under this Section 2.2. equals 125% of the estimated cost” of constructing Bolts Lake reservoir. Battle Mountain has failed to deliver the security.
- B. Under Section 4.2 b., “Ginn, at its cost, agrees to begin permitting, implementation and subsequent construction of the Town Traffic Improvement Plan pertaining to Main Street improvements upon the latest to occur of (i) thirty days after final approval . . .” Ginn has failed to start the permitting process and implementation for the Town Traffic Improvement Plan for Main Street.
- C. Under Section 4.5 o., “Ginn will provide to the EPA a performance bond or letter of credit in the amount equal to 125% of the sum of the estimated costs identified in the FI/FS for Alternatives 2 through 9 for remediation of the Bolts Lake Character Area . . . The performance bond or letter of credit will be in accordance with Section 7.23, in a form acceptable to the Town and approved by EPA.” Battle Mountain has failed to deliver the form of security to the Town and to deliver a valid security instrument to EPA.

Water Service Agreement

- A. Under Section 5 b., “Within 30 days of Final Annexation Approval, Ginn Entities shall dedicate and convey to Minturn, in accordance with Paragraph 5 e. [of the Water Service Agreement] the water rights owned by Ginn Entities for Bolts Ditch and Arminda Ditch.” Battle Mountain has failed to convey its interests in the Bolts and Arminda Ditches to Minturn.
- B. Under Section 6 b.i., “Applications for all relevant permits and approvals for Bolts Lake . . . shall be filed no later than twelve months after Final Annexation Approval. Ginn Entities shall use commercially reasonable best efforts to obtain all necessary permits and approvals.” Battle Mountain has failed to file applications for such permits and approvals.
- C. Under Section 7 c., “Within 30 days of Final Annexation Approval, Ginn Entities shall convey, free and clear of any encumbrances or claims by any third party, a permanent easement to Minturn for operation, maintenance, repair and use for water storage purposes, but excluding recreational or any other access by the public, for Bolts Lake, together with appropriate easements for Minturn to divert water into and

release from Bolts Lake.” Battle Mountain has failed to convey such easements to Minturn.

- D. Under Section 7 d., “. . . Ginn Entities agree to use commercially reasonable best efforts to obtain any and all required governmental approvals and permits. In the event that, despite such efforts, Ginn Entities cannot obtain the required approvals within five years from execution of this Agreement, Ginn Entities shall be responsible for providing replacement storage and capacity for the Town Bolts Lake Capacity [160 acre-feet] at a location upstream of Dowd Junction that is acceptable to Minturn and capable of providing an equivalent water supply to the Town in quantity and quality as would have been available if Bolts Lake had been rehabilitated as described in Paragraph 7.a [of the Water Service Agreement].” Battle Mountain has failed to provide such replacement storage and capacity to Minturn.

- E. Under Section 14 a., “Within thirty days of Final Annexation Approval, Ginn will provide security to Minturn in the amount of 125% of the estimated costs of the Water Treatment Plant, Potable Storage and Town Main” Battle Mountain has failed to provide such security to Minturn.

Wastewater Service Agreement

Under section 2.a.vi., Battle Mountain is required to finalize a work schedule that includes target dates for property acquisition, government permits, design and construction of a wastewater treatment plant. Battle Mountain has failed to present and obtain approval for a work schedule as required under the Wastewater Service Agreement.

2012 Agreement

Under Section 14 of the 2012 Agreement it provides: “If the parties fail to enter into the Future Funding Agreement by January 1, 2015 . . . then until (A) the parties enter into the Future Funding Agreement or (B) the parties abandon their efforts to amend the existing Annexation Agreement and the Tucker cases are resolved, whichever occurs first, Developer will fund budgeted fees and costs actually incurred by the Town after January 1, 2015 for: . . . The payment of \$15,000 each month to the Town for administrative fees;” Battle Mountain stopped making the required payments of \$15,000 per month in December 2018, but did make a \$30,000 payment in March 2019 which was credited to the Battle Mountain obligations for December 2018 and January 2019. Battle Mountain is in default through August 2021 in the amount of \$465,000.

Cure

As provided in Section 7.7 c. of the Annexation Agreement: “If default is a failure to pay any amount of money due pursuant to this Agreement or to post security as provided herein, then such default shall be cured within thirty (30) days after notice of default is given to the defaulting party. If such default constitutes a breach or violation of any term or provision of this Agreement

Page 5

other than the payment of a monetary amount or the posting of a letter of credit, the defaulting party shall have thirty (30) days after written notice of default is given to the defaulting party within which to institute corrective action and shall proceed diligently thereafter to cure the default within no more than six months . . .”

As provided in Section 19.b.ii. of the Water Service Agreement: “Except as otherwise required or allowed under this Agreement, in the event of default by one Party in the performance of its obligations under this Agreement, written notice of such default shall be given to the defaulting Party by the nondefaulting Party. If the default is a failure to pay any amount of money due pursuant to the terms of this Agreement or to post a letter of credit or other security as provided herein, then such default shall be cured within two (2) weeks after notice of default is given to the defaulting Party. If such default constitutes a breach or violation of any term or provision of this Agreement other than the payment of a monetary amount or the posting of a letter of credit, the defaulting Party shall have four (4) weeks within which to institute corrective action and shall proceed diligently thereafter to cure the default within no more than six months from the date of the notice of default, or such larger period of time as the Parties may mutually agree is appropriate given the nature of the specific default.”

The Town looks forward to the Battle Entities curing these defaults within the two to four-week periods provided under the Battle Mountain Agreements.

Very truly yours,

KARP NEU HANLON, P.C.



Michael J. Sawyer

MJS:

cc: Town of Minturn
Meghan Winokur, Esq.
Geoff Anderson, Esq.



To: Mayor and Council
From: Jay Brunvand
Date: September 1, 2021
Agenda Item: Little Beach Park

REQUEST:

Council is asked to discuss and give direction on playground improvements at Little Beach Park.

INTRODUCTION:

Little Beach Park has become a jewel of Minturn and as we utilize it on a more consistent basis the playground area has shown signs of significant wear and tear. Staff is requesting discussion and direction for maintenance and possible improvements to the park to be considered in the 2022 budget.

ANALYSIS:

The Little Beach Park playground equipment is deteriorating. The equipment was installed in the early 2000 when the entire park was overhauled using town funds, major donations, and a GOCO grant. Over each of the past several years we have been cited by CIRSA, our insurance company, as to the increasing liability the structures present to the young users and has increasingly pressured the Town to significantly maintain and/or replace the structures with new and safe equipment. The following represent only a portion of the list yet represents the continuing issues we face with the equipment.

- The playground structures are not ADA accessible.
- The wood ramps and support poles are showing various stages of wood rot and failure, and even a lot of the boards need to be replaced. The wood has become a source of dangerous splinters and connector screws and signage have become sharp and dangerous.
- The rope ladder is frayed and the protective covering has worn away.
- The wood chip ground covering is required to be approximately 18in deep. Over the years the woodchips have deteriorated and decomposed, additional covering needs to be added, the landscape fabric is showing in places, has deteriorated, and more than likely needs to be completely replaced. With replacement an alternative media from wood chips should be considered.

In the past we have treated all the wood on the stage and the playground, as well as the Town Manager's House on a 5year schedule. In FY2022 this maintenance is budgeted \$10,000 but is limited to staining and treatment only.

In review of our options and insurance concerns I present the following and ask direction. I would think this is not something we could do within Public Works, we should anticipate bidding any

repair/replacement to an out-side company. The Capital Fund (06) has Battle Mtn funding of approximately \$260,000. It appears we would not be entitled to those funds for OPTION #1 but does appear eligible for OPTION #2 based on the Battle Mountain Little Beach Park 2008 Agreement. Grants would also be pursued for OPTION #2.

OPTION #1: General Maintenance – \$7,500-\$10,000

The playground equipment alone will run an estimated \$10,000 and would need to be bid out. This would include general maintenance and wood sanding/replacing of the wood structures, add woodchip ground covering, and address the landscape fiber.

OPTION #2: Replacement - \$50,000 equipment plus 50% labor, total cost \$75,000-\$100,000.

COMMUNITY INPUT:

If direction to replace is given, Staff would begin the community process. The intent would be to complete a project that is a long term solution, ADA accessible, and a continuing asset to the children of Minturn.

BUDGET / STAFF IMPACT:

Option #1 would run approximately \$10,000. This more than likely would be a maintenance issue and not eligible for grants. Option #2 is anticipated to be in the \$75,000 - \$100,000 and would be eligible for grants as available. In addition, the Town would pursue Battle Mountain escrow funds to be used as grant match or town funding. It is important to note the structure alone runs approximately \$20,000 and up based on size, capacity, and design; I would anticipate we would be in the approximate \$50,000 range. Additional cost would include installation and ground covering. The intent is to develop a proposal that is affordable, low annual maintenance cost, and is a long-term solution (a product that lasts!)

STRATEGIC PLAN ALIGNMENT:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff is asking only for discussion and direction at this time. Based on this direction Staff will pursue allocation of funds in the FY2022 budget.

ATTACHMENTS:

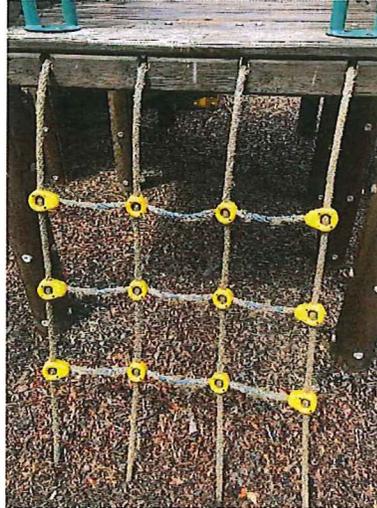
- CIRSA Loss Control Property Survey – Spring 2021
- Battle Mtn Little Beach Park agreement dated 4/7/2008
- VAG plan for Little Beach Park dated 3/4/2005
- Playground equipment (only for conceptual ideas)

CIRSA Loss Control Property Survey Recommendations

Entity: Town of Minturn	Loss Control Rep: Sarah Hiett	Survey Date: May 04, 2021
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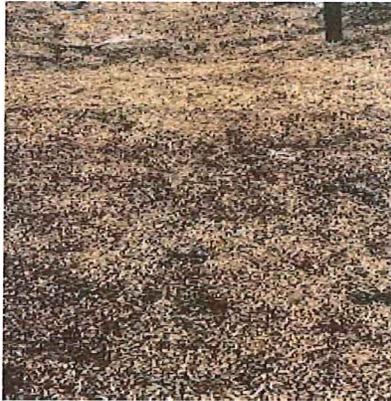
Town Park

2021-07-01- Continue with plans to monitor and maintain the deteriorating protective material until it can be repaired, or the feature replaced. If the replacement material does not work, a long-term solution may be to budget to replace the parts where the coating is missing.



Town Park

2021-07-02- Install additional surfacing material under and around all the play structures.



Town Park

2021-07-03- The damaged/rotted wood planks should be replaced.



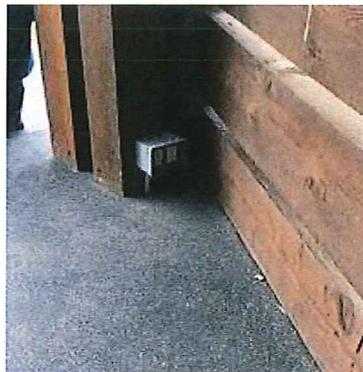
Town Park Stage

2021-07-04- The pavement is not uniformed and should be repaired or replaced.



Town Park Stage

2021-07-05- The electrical outlet box should be covered if it is not being actively used.



AGREEMENT

This Agreement among the Town of Minturn, Colorado, a home rule municipal corporation ("Town") and Ginn Battle North, LLC, Ginn Battle South, LLC and Ginn-LA Battle One, Ltd., LLLP (collectively "Ginn").

WITNESSETH:

WHEREAS, the Town and Ginn have entered into that certain Battle Mountain Annexation Agreement and Vested Property Rights Development Agreement dated as of February 27, 2008 (the "Annexation Agreement");

WHEREAS, this Agreement is entered into in connection with Sections 3.2.d, 5.6 and 7.23 of the Annexation Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein and Ten Dollars (\$10.00) in hand paid by Ginn to the Town, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to Section 3.2.d. of the Annexation Agreement, Ginn agreed to provide funding to the Town in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to be used for its completion of the VAG Plan for Little Beach Park. Moreover, Ginn agreed that within thirty (30) days after the "Effective Date" (as defined in the Annexation Agreement) Ginn was to provide Town security in accordance with Section 7.23 for its funding obligation for Little Beach Park. Simultaneously herewith Ginn has delivered to the Town the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) by wire transfer; and the Town acknowledges receipt of said sum of \$250,000.00. Town and Ginn have agreed that there is no need for the Two Hundred Fifty Thousand and No/100 Dollars to be held in escrow pursuant to Section 7.33 but rather that Ginn would pay the sum directly to the Town to be held by the Town and to be used for the express purposes set forth in Section 3.2.d. and for no others. Town hereby

5. NOTWITHSTANDING anything else herein to the contrary the Town agrees that it shall not utilize any of the funds delivered by Ginn pursuant hereto and shall hold the same in escrow until "Final Approval" (as defined in the Annexation Agreement) has been obtained. In the event it appears in the reasonable judgment of each of the parties hereto, that Final Approval will not be obtained, the Town shall immediately return all such funds to Ginn.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of April 7, 2008.

TOWN:

Town of Minturn, Colorado, a home rule municipal corporation

By: Hawkeye FLAHERTY
Name: Hawkeye Flaherty
Title: Mayor

GINN:

Ginn Battle North, LLC, a Georgia limited liability company

By: William H. Weber
Name: William H. Weber
Title: Sr. V.P.

ESCROW AGENT:

Stewart Title Guaranty Company

By: _____
Name: _____
Title: _____

Ginn Battle South, LLC, a Georgia limited liability company

By: William H. Weber
Name: William H. Weber
Title: Sr. V.P.

Ginn-LA Battle One, Ltd., LLLP, a Georgia limited liability limited partnership

By: William H. Weber
Name: William H. Weber
Title: Sr. V.P.

VAG inc
 architects and planners



la playuela park
 minitown, colorado : 04-march-2005
 site plan



AGES 5-12

SALE PRICE
\$26,355

List Price \$35,140

+FREE FREIGHT*



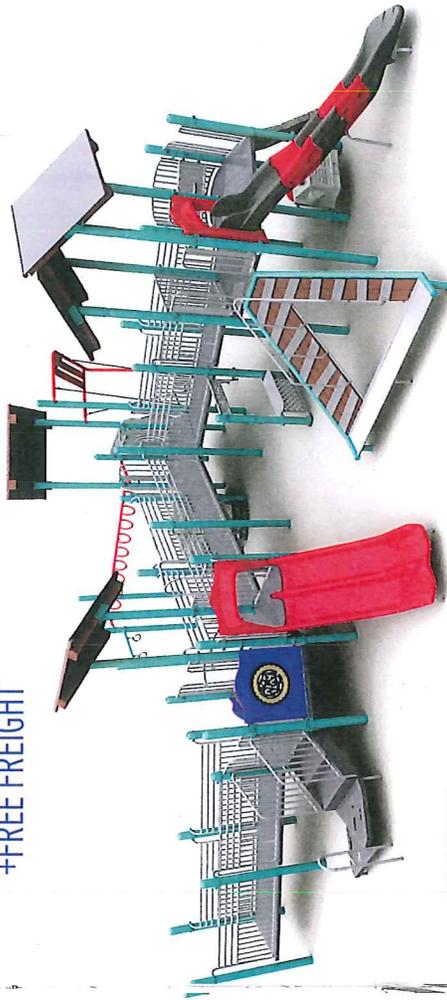
KB19-071592

Ages: 5-12, 5-12 CSA
Play Events: 8 Users: 42

SALE PRICE
\$54,425

List Price \$90,708

+FREE FREIGHT*



KB19-071601

Ages: 5-12, 5-12 CSA
Play Events: 18 Users: 111

INCLUSIVE PLAYGROUND

SALE PRICE
\$25,242

List Price \$29,697

+FREE FREIGHT*



KB19-071610

Ages: 5-12, 5-12 CSA
Play Events: 11 Users: 43

SALE PRICE
\$34,818

List Price \$49,740

+FREE FREIGHT*

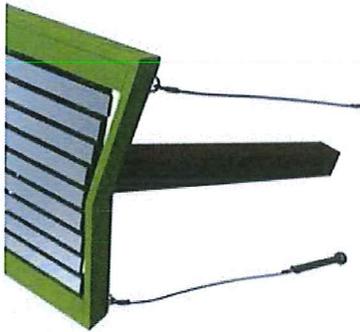


NE19-071588

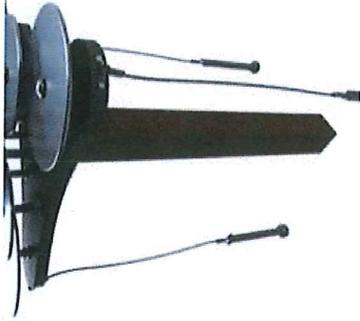
Ages: 5-12, 5-12 CSA
Play Events: 14 Users: 35



Merry Outdoor Musical Park Instrument
- Freenotes Harmony Park
From \$3,158.14



Melody Outdoor Musical Park Instrument
- Freenotes Harmony Park
From \$2,150.34



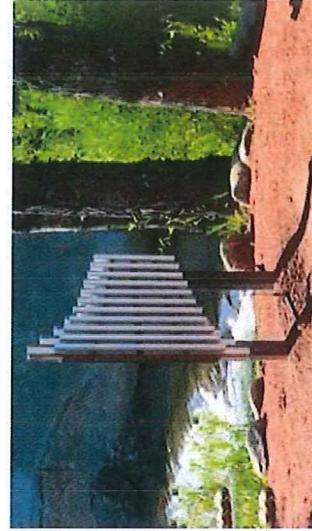
Lilypad Cymbals Outdoor Musical Park Instrument
- Freenotes Harmony Park
From \$3,395.93



Imbarimba Outdoor Musical Park Instrument
- Freenotes Harmony Park
From \$5,536.08



Harp Outdoor Musical Park Instrument
- Freenotes Harmony Park
From \$5,207.70



Griffin Outdoor Musical Park Instrument
- Freenotes Harmony Park
From \$3,848.87



To: Minturn Town Council
From: Michelle Metteer
Date: September 1, 2021
RE: Town Manager Update

Water Tank(s) Construction Loan

Minturn has been approved for the \$3,000,000 loan toward the construction of two new water tanks. This will be included in the water rates discussion Council is scheduled to have on September 15, 2021.

Water Treatment Plant Loan Pre-Qualification

Minturn's first pre-qualification loan discussion is scheduled for Tuesday, August 31, 2021. Included participants are Minturn, CDPHE, SGM and CWRPDA – Colorado Water Resources Power and Development Authority. This loan/bond application will be for approximately \$6,500,000.

CDPHE Assistance Grant Fund Application

I have applied for an assistance grant through CDPHE. This grant application is for \$25,000 and would be utilized toward the initial engineering and design work of a new water treatment plant.

More information:

The Assistance Grants Program supports public water systems that are interested in committing to excellence but lack the financial resources to do so. These grants are intended to:

- Help these systems reach or maintain more consistent compliance with the Colorado Primary Drinking Water Regulations.
- Address a potential or existing water quality challenge.
- Grants can be awarded up to \$25,000 with a total of \$150,000 to be awarded annually. Projects must be completed within the calendar year they are awarded.

Taylor Ave Safety Concerns

Residents in the Taylor Ave neighborhood have expressed safety concerns stemming from the “s-curve” by the RR track crossing as well as pedestrian-vehicle interface issues and speeding in the area. I have started spending more time in the Taylor Ave area and have also reached out to residents for additional feedback. I anticipate once I'm better educated with the dynamics Minturn will need to review options for improving the vehicular and multi-modal use of the neighborhood.

Two Elk Sub Area Master Planning Process

I have scheduled a meeting with Zehren & Associates for a progress report on the Two Elk Master Planning efforts. This meeting is scheduled for Wednesday, September 8th with more information to follow.

Code Compliance – Abandoned Vehicles – Vehicles in violation are now actively being towed.



August 26, 2021

Town of Minturn Scholarship Committee
Shelley Bellm & Michelle Metteer
PO Box 309
Minturn, CO 81645-0309

Dear Town of Minturn Scholarship Committee,

On behalf of the Board and Staff at the Colorado Mountain College Foundation, thank you for your support of the Town of Minturn Scholarship at Colorado Mountain College. This past academic year was certainly unique and challenging for many. As we look forward to a more “normal” 2021-22, please know that your gift has a tremendous impact on our students.

I am pleased to inform you that Itzel Montano Pena and Susan Romero have been selected to receive the Town of Minturn Scholarship for the 2021-22 academic year. Enclosed you will find thank you letters and a photo from Itzel and Susan. Should you wish to communicate with Itzel and Susan directly, please contact me at kdesportes@coloradomtn.edu or 970-569-2969.

Again, thank you for your generous contribution and commitment to Colorado Mountain College. Your support assists students in achieving their academic goals and dreams.

Save the Date: Please mark your calendar and Save the Date for a Donor Student Reception on the morning of Thursday September 9, 2021 at the CMC Vail Valley at Edwards Campus. Details and formal invitation to follow.

With great appreciation,

A handwritten signature in blue ink that reads "Kathy DesPortes".

Kathy DesPortes
Scholarship Coordinator

Dear Town of Minturn,

I am writing to express my sincere gratitude to you for granting me the Town of Minturn Endowed Scholarship once again. I was thrilled to learn of my selection for a second time, and I am deeply grateful for your support. I have lived in Minturn for the past ten years, and I grew up in Minturn and built incredible long-term friends and relationships.

I am working on a degree in education and emphasis on Early Childhood Education with hopes of being a part of our early childhood department and schools. I am receiving my COP: Early Childhood Education- Early Childhood Teacher at the end of this 2021 spring semester and entering my second year of college. As much as this semester has been a new experience, I have gained so much knowledge about keeping a solid relationship with teachers and making new connections with classmates.

Thank you again for your generosity and support. By awarding me the First in Family Scholarship, you have eased my financial burden, which allows me to focus more on the most important aspect of school, learning. I promise you I will keep working very hard. Eventually, give something back to others—both as a teacher and possibly a scholarship to future students like myself. Have a great day!

Sincerely,

Itzel A Montano Pena



June 5, 2021

Town Of Minturn

Minturn, Colorado 81645

Dear Town of Minturn,

I would like take this opportunity to thank you for your generosity in funding the Town of Minturn Endowed scholarship. I am honored to be the recipient of this award.

Because of your generous financial contribution, I will be able to continue my education at CMC. On May 7, 2021 I earned my Associates of Applied Science Degree in Early Childhood Education. During the next academic year, I will begin to take the classes that are required to complete the Bachelor of Applied Science Degree, focusing on leadership and management.

Thank you for helping me reach my educational goals at CMC.

Susan Romero

P.O. Box 234

Minturn Colorado 81645



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



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

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

REGULAR TOWN COUNCIL MEETINGS
September 1, 2021
Resolution – Community/Master Plan Contract approval
Resolution – ERWSD MOU – Pedestrian Bridge
Discussion Re Battle Mtn Agreements default
Emergency Ordinance – Moratorium (Non-retail uses) Street-Level 100-Block Commercial
September 15, 2021
Town Manager Review – Widerman
2022 Budget – Discussion/Direction
Water CIP – Pre-Construction Water Tank(s) Discussion (State Revolving Fund Requirement)
Water Capital Improvement Plan Review
2022 Water Rates Review
October 6, 2021
Discussion regarding the preservation of Historical Buildings in Minturn
Union Pacific Conditional Use Permit renewals
Acceptance of the 2022 Budget
October 20, 2021
DATE TO BE DETERMINED
An Ordinance adopting Specified Sustainability Building Codes