



Agenda

Town Council Regular Meeting | 5:30 PM

Wednesday, April 1, 2026

Town Hall / Council Chambers - 302 Pine St Minturn, CO

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate.
This agenda and meetings can be viewed at www.minturn.org.

Meeting Access Information and Public Participation:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/87077741701>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 870 7774 1701

Please note: All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five minutes for public comment.

Public Comments: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

- 1. Call to Order**
- 2. Roll Call and Pledge of Allegiance**
- 3. Approval of Consent Agenda**
Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.
 - A. 03-18-2026 Minutes**
- 4. Approval of Regular Agenda**
Opportunity for amendment or deletions to the agenda.
- 5. Declaration of Conflicts of Interest**

6. Public Comment

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

7. Council and Committee Reports

8. Staff Reports

A. Manager's Report

9. Special Presentations

This presentation is expected to be approximately 15 minutes, plus Q&A.

A. ERWSD Presentation on Current & Expected Conditions (Snowpack, Streamflows, and Drought Conditions)

10. Business Items

Items and/or Public Hearings listed under Business Items may be old or new and may require review or action by the Council.

A. Ordinance No. 03 - Series 2026 - Request for Continuance

B. Resolution No. 18 - Series 2026, A Resolution Authorizing a Contract with SEH for the Bellm Bridge Replacement Design Services

C. Motion Authorizing the Town Manager to enter into a contract for geotechnical services associated with the design of Bellm Bridge in an amount not to exceed \$50,000

D. Resolution No. 19 - Series 2026, A Resolution Approving an Application for CPW Shooting Range Grant Program

11. Discussion / Direction Items

A. Legislative Update

B. Williams St. Water Main Loop to Nelson

C. WTP Financing Timeline of Events

12. Future Agenda Items

A. Future Meeting Topics

13. Adjourn

Information Only Items

Upcoming Council Meetings: 4/15, 5/6, 5/20. Upcoming Special Events: April First Friday at the Crazy Chicken (Fri, 4/3).



Official Minutes

Town Council Regular Meeting | 5:30 PM

Wednesday, March 18, 2026

Town Hall / Council Chambers - 302 Pine St Minturn, CO

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate.

This agenda and meetings can be viewed at www.minturn.org.

Meeting Access Information and Public Participation:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/81299851769>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 812 9985 1769

Please note: All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five minutes for public comment.

Public Comments: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

1. Call to Order

Mayor Earle Bidez called the meeting to order at 5:30pm.

2. Roll Call and Pledge of Allegiance

Council present: Mayor Earle Bidez, and Town Council Members Eric Gotthelf, Gusty Kanakis, Brian Rodine, Tom Priest, and Lynn Feiger. Kate Schifani was excused absent.

Staff Members Present: Town Manager Rob Gutierrez, Town Clerk Jay Brunvand, Town Attorney Mike Sawyer, Planning Director Scot Hunn (Zoom), Deputy Clerk Cindy Krieg (Zoom).

3. Approval of Consent Agenda

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

A. 03-04-2026 Minutes

Motion by Gusty K., second by Eric G., to approve the March 18, 2026 Consent Agenda as presented. Motion passed 7-0.

4. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

Motion by Eric G., second by Gusty K., to approve the March 18, 2026 Regular Agenda as presented. Motion passed 7-0.

5. Declaration of Conflicts of Interest

6. Public Comment

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

No Public Comment.

7. Council and Committee Reports

Gusty K – QQ Meeting. There was significant discussion regarding data centers. It was noted that many systems are cooled with water, and there is some discussion around regulation requiring use of recycled water.

Also discussed was the Upper Basin of the Colorado River Compact. There still is no agreement between the upper and lower basins regarding water distribution and how the water can be used. This has now been turned over to the federal government. Lake Powell, specifically, is worried they will be below the limit to be able to produce electricity.

Lynn F. echoed these sentiments regarding water conservation, and how extremely important that will be this year with this drought and the high fire danger. We all need to be extra vigilant.

8. Staff Reports

A. Manager's Report

Project Financing

At the **March 4 meeting**, Town Council conducted the **first reading of a bond issuance ordinance** related to financing for the Water Treatment Plant project. Council did not make a final bank financing selection at that meeting but **narrowed the options to three potential financing proposals** that would result in the **lowest ratepayer impact during the initial term of the financing**.

Following the meeting, staff worked with the **Town's Municipal Advisor and the three selected banks** to clarify specific financing terms and obtain the **most competitive rates available to the Town**.

Town Council will **review the three remaining bank financing options again at the March 18 meeting**. Due to the **30-day noticing requirement in the Town Code**, the **second reading of the bond issuance ordinance will occur at an April Town Council meeting**.

Minturn Bike Park 2026 Improvements

Staff are planning a series of **capital improvements** to the Minturn Bike Park in **May 2026**, including **significant upgrades to the bike jump features** and the **dual slalom course**. The work will be completed by the **Vail Valley Mountain Trails Association (VVMTA)** with **support from the Town**. These improvements are intended to enhance rider safety, improve ride quality, and expand the long-term usability of the park for a wide range of skill levels. Additional details on scope, scheduling, and coordination will be provided as the project is finalized.

Town Hall 2-Bedroom Apartment Reconstruction

Following evaluation of proposals, Coleman Custom Homes was selected for the project. Staff have negotiated a draft contract, which is **pending review and approval by the Town Attorney**.

Taylor Avenue Repaving Project

Design is complete, and the project has completed the public bid process. The Town received **three bids** for the project from **360 Civil, Schofield Excavating, and Phoenix Contracting**. Two of the bids came in **lower than anticipated**, with the **lowest bid submitted by Schofield Excavating in the amount of \$453,638.80**. Staff will present the bid results to **Town Council for review and potential approval at the March 18 meeting**.

US 24 Pedestrian Improvement Project Phase II

Status:

Negotiations with **CDOT, Xcel Energy, and Phoenix Industries** have been completed. A change order in the amount of \$99,991.88 was approved by Town Council at the February 18 meeting. We anticipate gas line relocation work by Xcel Energy will begin the **first week of May 2026**.

Main Street Streetlighting

Background:

Town Council approved funding in the **2026 budget** for the replacement and expansion of streetlighting along **Main Street**.

Status:

Staff are pursuing **Holophane** as the preferred streetlight manufacturer, and preliminary fixture and pole concepts have been informally reviewed by **CDOT**. Staff are currently working on **utility coordination with Xcel Energy** as part of project planning for electrical service to the new lights.

Bellm Bridge Replacement

Status:

The Town has been **awarded \$4,000,000** from CDOT's **Off-System Bridge Grant Program** for the Bellm Bridge project. The professional services agreement between the Town and **Short Elliott Hendrickson (SEH)** has been approved, and **design work is now commencing** on the replacement of the Bellm Bridge.

Next Steps:

Staff will continue to work with SEH on advancing the bridge design and will proceed with **grant programming and contracting coordination with CDOT**. Staff will also continue to **identify and secure the remaining funding** needed for the estimated **\$6 million** construction cost.

Little Beach Park Improvements

Installation of the new retaining wall and asphalt access road is complete. The RFQ for playground design and installation has been completed, and all submittals have been evaluated. Staff are working on preparing scoring sheets for the RFQ and will return to Council for direction once the scoring is completed.

Minturn Community Garden Improvements

Town Council approved submission of an application to the **AARP Community Challenge Grant Program** at the February 4, 2026, Town Council meeting. The Town has since submitted a request for the maximum \$15,000 grant to support accessibility and gathering space improvements at the Minturn Community Garden.

- Construct an ADA-accessible pathway connecting key areas of the garden.
- Install raised, ADA-accessible planter boxes to improve gardening access.
- Add weather-resistant benches with back support for comfort and rest opportunities.
- Construct a snow- and wind-rated shaded pergola to support gatherings and small events.
- Install permanent electrical service to enable community events, workshops, and performances.
- Install a communal worktable with integrated sinks

Other Projects

Grouse Creek Trailhead Parking Lot Expansion

Public Works is scheduled to complete the **Grouse Creek Trailhead Parking Lot Expansion** on **April 6 and 7**. The project is being completed in collaboration with the **Vail Valley Mountain Trails Association (VVMTA)** and the **U.S. Forest Service (USFS)** to improve access and parking at the trailhead.

Highlands Parcels

Background:

As part of a settlement agreement with the former developer of the Battle Mountain Ski Resort, the Town obtained ownership of approximately **55 acres of land** located west of **U.S. Highway**

24 at the south end of Town. The property was conveyed to the Town after the developer failed to meet financial obligations associated with the construction of a new water treatment plant.

Status:

The two Highlands Parcels have now been **listed on the MLS as part of the Town's strategy to help offset the cost of the new water treatment plant** and are publicly available for viewing. The listings can be accessed at the following links:

1. https://www.realtor.com/realestateandhomes-detail/Notch-Mountain-Unit-highlands-2-Rd-Parcel-B_Minturn_CO_81645_M91907-95156

2. https://www.realtor.com/realestateandhomes-detail/Notch-Mountain-Unit-highlands-1-Rd-Parcel-A_Minturn_CO_81645_M93795-65402

Minturn USFS Shooting Range

Background:

At the **November 19, 2025, Town Council meeting**, Council directed staff to explore options for Town management of the **Minturn Shooting Range** in order to address long-standing community concerns related to **safety, noise, and environmental impacts**. The shooting range is located on **federal land south of the Minturn Bike Park**.

Status:

On **January 8, 2026**, staff met with **U.S. Forest Service (USFS) District Ranger Leanne Veldhuis** to discuss the process for seeking a **Special Use Permit** to operate the shooting range. Staff are awaiting follow-up from USFS regarding several outstanding questions related to the permitting process.

Policy & Planning Initiatives

Minturn Forward Land Use Code Update

The Planning Commission recently conducted a partial review of **draft Article 3: Subdivision & Development Standards**, discussing topics such as parking, clear vision, and cash-in-lieu for non-motorized access. The Planning Commission and staff will continue their work on the **Minturn Forward Land Use Code Update** during a **virtual working meeting on March 25** to review remaining sections. Members of the **public are welcome to attend the meeting or submit comments** for consideration.

Minturn Impact Fee Study

Background:

In November 2025, staff issued a Request for Proposals (RFP) to solicit qualified firms to conduct a comprehensive impact fee study. The purpose of the study is to ensure that the impacts of new developments appropriately contribute to the Town's future infrastructure costs.

Status:

A professional services agreement with **BBC Research and Consulting** has been approved. The study has started and the project is anticipated to be completed by **July 2026**.

Rural Technical Assistance Program

Background:

The Town was selected to participate in the **Rural Technical Assistance Program (RTAP)** through the Colorado Office of Economic Development & International Trade (OEDIT). The program pairs Minturn with graduate students from the **University of Colorado Boulder** and **Colorado State University** to develop strategies for leveraging outdoor recreation to support the local economy.

Status:

A **two-day community workshop** will be held at **Minturn Town Hall** on **March 24 (2:00 p.m. – 6:00 p.m.)** and **March 25 (11:00 a.m. – 3:00 p.m. and 4:00 p.m. – 7:00 p.m.)**.

Residents are encouraged to **attend one of the scheduled sessions**.

Housing Affordability and Neighborhood Stability

Staff met with representatives from the **Town of Avon** and **Eagle County** on **February 18** to discuss progress on the **Regional Housing Authority formation study** and received updates on the current status of the project. Staff presented a memorandum to **Town Council at the March 4 meeting**, and Council provided feedback and direction on the concept. Staff are now working to develop a **Minturn-specific framework** outlining how the Town could potentially participate in a future regional housing authority.

Temporary & Mobile Business Pilot Program

At the **February 4 meeting**, Town Council approved the **Temporary & Mobile Business Pilot Program**, authorizing the licensing of mobile and modular businesses on Town-owned property through **October 31, 2026**.

Staff have prepared **draft administrative rules and application materials** to implement the pilot, which are now available for public review:

<https://www.minturn.org/finance/page/mobile-and-modular-business-licensing>

Staff expect to **complete the draft program applications within the next week** and anticipate **beginning to accept applications by the end of March**. Interested parties may contact **manager@minturn.org** for information about participation.

Public Engagement:

The Town is accepting public comment on the draft administrative rules **through March 11**. Written comments may be submitted to **manager@minturn.org**. Public comment will also continue to be accepted throughout the duration of the pilot program.

Public Works

Weekly Report (March 2-8, 2026)

Operations & Winter Maintenance

Public Works completed all scheduled operations including Water Treatment Plant operations, utility locates, equipment maintenance, snow removal, and servicing of trash and dog waste stations. Crews plowed and shoveled town streets and sidewalks following snowfall on Friday and repositioned the electronic message sign for the First Friday event. Staff also relocated a

snow pile at the upper Little Beach parking lot to allow staking of the proposed Meyer's shed location.

Infrastructure & System Improvements

Crews completed several maintenance and repair tasks including pothole repairs on Boulder, Harrison, Taylor, and Nelson Streets and the north Highway 24 entrance, replacing an exterior light at Town Hall, repairing signage on Cemetery Road, and installing a "Clean Up After Your Dog" sign at the Water Plant access road. Staff also fabricated improvements to a water meter and backflow cage to allow easier maintenance access and completed painting and maintenance work on Town Hall apartment balcony railings and bollards.

Water System Operations

Public Works staff visited 11 homes to verify water meter readings related to the Upper Eagle River Sanitation District "No Read Water" list, which requires physical inspection of mechanical rooms and crawlspaces. Staff are also evaluating a cellular water meter reading system that could automatically transmit readings and reduce the need for manual inspections.

Training, Coordination & Partnerships

Staff participated in several coordination activities including a Water Treatment Plant pre-bid meeting, coordination with Colorado 811 regarding upcoming Exactix utility locate training, and outreach with Core & Main regarding automated water meter reading technology. Staff also attended the Red Cliff Town Council meeting to present a plaque recognizing Billy Martinez and the Town of Red Cliff for assisting Minturn during a prior staffing shortage.

Facilities & Equipment Maintenance

Routine maintenance was completed on loaders, snowplows, and the skid steer. Staff repaired wiring and replaced components on the 2023 Chevy snowplow and completed welding repairs to the SnowEx plow on the 2022 pickup truck after a manufacturer weld failure. Temporary repairs were coordinated with the vendor to preserve warranty eligibility until a full replacement component can be installed.

Safety

The weekly safety meeting focused on fire mitigation practices, including reducing combustible materials near structures and maintaining defensible space. All work during the reporting period was completed safely with no reported injuries or incidents.

Town Clerk also gave a recap / summary of how the April 15th meeting will work with the transition / swearing in of the new Town Council.

Brian R. noted all of the work done recently at the Public Works facility. He suggested that the Town consider hosting a First Friday or something similar out there to invite the community to see those improvements. Rob G. noted perhaps we could partner with ECSO to showcase the facility improvements on the same as the National Night Out event, which happens in early August.

9. Discussion / Direction Items

A. Legislative Update - Request for Support for HB26-1268 and HB26-1233

Rob G:

Laura Hartman, Eagle County Senior Policy Analyst, addressed the Council to introduce and explain the bill. This bill concerns property tax proceedings for nonresidential property. It aims to amend the appeal process by requiring the consideration of changed valuation information submitted by property owners and establishes penalties, such as waiving interest on refunds, for intentional delays or false information.

HB26-1233 Property Tax Proceedings for Nonresidential Property

[HB26-1233](#) is a **CCI priority bill** that aims to protect public revenue and ensure a more equitable abatement process for all parties by introducing procedural reforms to non residential property tax law.

The bill first imposes civil penalties for providing misinformation or failing to provide information that County Assessors rely on to set initial nonresidential property valuations. The bill then directs only the highest value and most complex cases to the District Court, allowing the BAA to continue serving the average taxpayer where most appropriate. The final provision of the bill protects public revenue from high penalty interest by limiting payments to cases where the county has made an error.

Core Issues and Proposed Reforms

1. Addressing Information Inequity and Fraud

Currently, Colorado counties face a significant **information disadvantage** during mandatory income-based valuations for non-residential properties. While owners are asked to provide data, there is **no penalty for failure to comply, misreporting information, or changing data** mid-proceeding to gain a litigation advantage.

- **The Problem:** Taxpayers often introduce new or different financial information through experts only at the appeal level, making initial county valuation efforts costly and unreliable.
- **The Solution:** Align property tax statutes with sales and income tax laws by **implementing minor civil penalties for misrepresentations**. This reform would primarily impact commercial properties, leaving **residential owners unaffected**. Residential owners do not supply income information for the purposes of property valuation.

2. Rebalancing Venue Selection for Complex Appeals

Currently, taxpayers who are dissatisfied with a Board of Equalization decision can choose to appeal via binding arbitration, District Court, or the **Board of Assessment Appeals (BAA)**; however, respondent counties have no input on this venue selection.

- **The Problem:** The BAA often handles high-dollar cases (valued over \$20 million) or complex legal disputes without decision-makers who have legal training or are bound by standard codes of conduct. While legally trained County Court judges are barred from hearing cases over \$25,000, the BAA hears cases involving millions under **relaxed evidentiary rules**.
- **The Solution:** Create a statutory mechanism allowing a respondent county or the BAA to **transfer complex cases to District Court** when the public interest requires it (e.g.,

properties over a certain value or those requiring extensive discovery or those with legal disputes).

3. Removing Disincentives to Reasonable Resolution

The current law mandates a **1% per month (12% annual) penalty interest rate** on any tax refund.

- **The Problem:** This high rate—exceeding typical market earnings—creates a **perverse incentive for taxpayers to stall resolutions** to accrue more interest, which is ultimately funded by other taxpayers at large.
- **The Solution:** The right to interest should be waived if a property owner or their representative is found to intentionally delay proceedings, materially change disclosures, or provide false information. When the taxpayer changes initial income/expense disclosures, the county should not be held responsible for high penalty interest on an abatement or return. The current system undermines the financial positions of local government and school districts. Penalty interest should be paid when the Assessor makes a valuation error based on the first income/expense information disclosed by the taxpayer.

Fiscal Impact, local revenue

Improving these proceedings protects local revenue. From 2020-2024, **\$620,728.48** was paid out by local jurisdictions in Eagle County in penalty interest.

- **The Burden on Schools:** Local schools bore the largest share of this cost paying a total of **\$269,000** which represents **43%** of all interest paid in the county. Schools were further impacted by the reduced assessed value.
- **Other Impacted Entities:** Metro Districts accounted for **21%** (\$128,500) of the total interest, while Eagle County Government paid for **13%** (\$80,000).

Some entities have earned **more than 15%** penalty interest on tax refunds via lengthy, drawn out disputes. While other nonresidential tax payers, like municipalities and nonprofits, earned an average of 0.5% penalty interest on all refunds over 5 years.

Direction Given: Council was supportive of staff submitting a letter of support. Staff will submit right away prior to tomorrow's house finance committee hearing.

HB26-1268:

Staff is requesting Council's direction regarding House Bill 26-1268, legislation currently under consideration by the Colorado General Assembly that could create new opportunities for renewable energy development on previously disturbed lands.

HB 26-1268 authorizes local governments to designate certain previously disturbed properties, such as brownfields, closed landfills, and lands impacted by mining or other environmental conditions, as "Renewable Energy Reinvestment Areas." Projects located within these areas could benefit from streamlined administrative approval processes, access to infrastructure financing tools such as tax increment financing, and improved access to utility grid capacity information during project planning.

Given Minturn's history as a mining community, the Town has several areas of land that are disturbed or potentially contaminated and that could be candidates for redevelopment through renewable energy or energy storage projects. The framework proposed in HB 26-1268 could provide additional tools for the Town and regional partners to explore redevelopment of these sites in a way that supports local economic development, environmental remediation, and clean energy generation.

Direction Given: Council provided guidance to support House Bill 26-1268.

10. Special Presentations

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

No Special Presentations.

11. Business Items

Items and/or Public Hearings listed under Business Items may be old or new and may require review or action by the Council.

A. Ordinance 03 - Series 2026 (First Reading), An Ordinance Adopting the State Wildfire Resiliency Code

Scot H. and Kevin R. have been attending a local cohort of Eagle County jurisdictions tracking the State's adoption of their wildfire resiliency code, and working for the past 2 years to try to develop our own code that each of our jurisdictions can adopt, that is equal to or more stringent than the State's. This would serve as our own code (not adopting the State's). The state did adopt a wildfire resiliency code in June of 2025, and they have since set up a board to enforce this and to work with jurisdictions across the state. Groups of jurisdictions are permitted to create / adopt a regional code.

This ordinance reflects the Eagle County cohort's proposed code. The County has submitted a similar County-level version to the state for review as well.

Kevin R. addressed the Council. Our submission is currently being reviewed by the State, and Kevin spoke with Carolyn at the State Wildfire Resiliency Code Board. They are recommending a few minor changes, but it sounds like we are on the right track. There is an initial April 1st deadline to have something submitted (which we have), but the true deadline is July 2026, after which they will start noticing and enforcing jurisdictions that have not adopted some form of code. The changes recommended by the State can be updated for second reading.

Lynn F. inquired whether there are any major differences between our proposed code and the State's. Scot H. confirmed that ours is meeting the base level / stringency requirements, but he could not speak to the exact differences.

Kevin R. noted that our code very closely mirrors the state. This version is being used by the other municipalities in Eagle County. It's very similar. Kevin also noted that all local jurisdictions have been represented in this cohort, as has ERFPD. Having consistency throughout our local communities will be helpful.

Earle B. inquired about the extent of the scope.

Kevin R: noted that the primary items addressed are structure hardening, ignition-resistant materials, assembly and design, landscaping, and a few other components.

Scot H: We are creating a new section within Chapter 18 vs. trying to integrate into the building and zoning code. So there will be a new section dealing with structural hardening, ignition-resistant materials, assembly and design. And then another section that deals with site design, which is effectively defensible space. Within 5 feet of a structure, you can't have any plantings or other things that could be combustible. Within the next 30 feet (defensible space), that is where we get into trimming of trees or remodels or things like that. There are landscaping guidelines for where trees can be placed and how far apart they should be. And then out to 100 feet there are additional guidelines.

There are of course guidelines / restrictions around fences and other items as well.

This is for New Construction (or major remodel) ONLY.

It was asked what happens if this new section of code conflicts with an existing section. Scot H. noted that he believed this would take precedence / trump the other.

It was brought up that our current code has minimum requirements for trees.

Mike S. noted that this could be reviewed and changed, if needed to comply with the new wildfire code.

Public Hearing Opened.

No Public Comment.

Public Hearing Closed.

Motion by Tom P., second by Gusty K., to approve Ordinance No. 03 – Series 2026, An Ordinance Amending Chapter 18 of the Minturn Municipal Code to Provide for Adoption of the Town of Minturn Wildfire Resiliency Code as Approved by the State of Colorado. Motion passed 7-0.

B. Resolution 16 - Series 2026 A Resolution Appointing Planning Commission Members

The Minturn Planning Commission is a five member/plus one alternate commission appointed for two year overlapping terms. Members are appointed by the Town Council for two-year terms that run April 1st through March 31st. Similar to Council there are no term limits, only that public review and appointment take place. Staff has advertised the commission member openings and received four applications, all of whom are qualified to serve. Council is asked to appoint three applicants to two regular member seats and one alternate seat. In order to be qualified, an applicant must be a resident of Minturn for more than 12 months, and eligible to register to vote. Applicants (in order of Receipt):

- Michael Boyd - 502.5 Eagle Street
- Andre Vite - 251 Main Street
- Melissa Decker - 821 Main Street
- Jeff Armistead - 1632 Main Street

Members not up for appointment:

- Ms. Amanda Mire - 414 Eagle Street (appointment runs through 3/31/27)
- Ms. Lynn Teach - 253 Pine Street (appointment runs through 3/31/27)

- Mr. Darell Wegert - 1718 Main Street - (appointment runs through 3/31/27)

Applicants had a brief opportunity to discuss their positions on Minturn matters and to answer questions from Council. The three applicants appointed will be placed on the Resolution for approval.

Earle B. asked each candidate to briefly address the Council.

Michael Boyd, 504 Eagle River St.

31-year resident of Minturn. On Planning Commission for 3 years, has been working hard on the new code rewrite.

Questions from Council to Mr. Boyd:

Earle B. asked Mr. Boyd to address his thoughts on future growth for Minturn. Mike S. noted applicants should not address any specific projects.

Mr. Boyd noted he was in support of smart growth / growth that supports itself. He brought up concerns over parking for businesses with regard to downtown business growth.

Tom P. asked if there were any areas in which Mr. Boyd felt that the Town is going in the wrong direction. Mr. Boyd noted that he did not.

Lynn F. asked his thoughts about bringing new businesses to Minturn (pros / cons). Mr. Boyd noted that he feels that new businesses are important / beneficial to the Town, provided parking solutions can be found.

Brian R. brought up Minturn's funky buildings and style, which separate it from other communities in the valley. Asked Mr. Boyd how he sees a planning commissioner's role in continuing the natural, walkable, eclectic evolution of our town?

Mr. Boyd responded that he feels having a walkable community is very important, and he has no issues with the variety and different building styles in Minturn.

Jeff Armistead, 1632 Main St.

28-year resident of Minturn. Has served on the Planning commission for many years. Feels he has learned a lot while being a commissioner, and feels that one of the primary challenges for a commissioner is how to put funkiness and character into the code, as we go through this code rewrite. He initially got on the PC because he wanted to help with interpreting and updating the code. In years past, it was very vague and created difficulty for both homeowners and developers. He is seeking another term to try to finish what he started. The PC has put in a lot of work to get Chapter 16 to where it is, and the work continues.

He feels it's important to allow homeowners to do what they want without being too heavy handed, but still having clear code guidelines. Essentially, have a clear code that is tight and can be enforced, but still allows for creativity and funkiness.

Earle B. asked Mr. Armistead what he feels are pros and cons of growth.

Mr. Armistead responded that parking is a challenge. The water moratorium has been a big challenge. It has stymied growth. Feels when this is lifted, the floodgates will open. We need to be prepared for that.

He noted that growth is important to run a town, the income is needed for staff, to maintain infrastructure, public works, etc. More businesses are important. There is a smart way to do it, to maintain character but support growth in a way that brings in needed revenue.

Tom P. brought up that growth is already happening to a large extent. He asked Mr. Armistead what he sees as the biggest challenge (from a P&Z standpoint) with regard to the growth that is already happening and the upcoming planned developments following the water moratorium being lifted.

Mr. Armistead noted the importance of asking the right questions in hearings. Not trying to push an agenda, but seeing the bigger picture and helping create an outcome that is positive for Minturn, given the limitations in front of us. It is tough because the code allows uses by right and it's not the planning commission's right to tell someone what they can or can't do as long as it follows the code.

Lynn F. inquired about Mr. Armistead's own project, and how he would handle that conflict of interest. Mr. Armistead noted that the project is pretty far down the line still, and he does not see it as a conflict.

Melissa Decker, 821 Main St. Ms. Decker served on the commission from 2010-2013. She's lived in Minturn 22 years. Her kids are older now, and she has more time on her hands.

Ms. Decker noted that there is room for smart growth. She would like Minturn to remain a place where it's a majority of full-time residents. She does feel we are at a tipping point with that.

Tom P. inquired if she had any ideas on affordable housing that are realistic, in which PC can influence?

Mr. Decker noted that building affordable housing is very difficult, given the cost to build now. The other challenge now is what areas are left that are able to be developed. Funding is limited. She would like to see more young families in Minturn, and see them stay. There is some state funding, but it's not easy.

Lynn F. asked what specifically Ms. Decker feels she could contribute to the planning commission. Ms. Decker noted that she can contribute her legal background as it relates to code updates / rewrite, and also asking relevant questions of developers, understanding conditions, etc. She used to be an environmental lawyer, so she does have a strong background / understanding of land use and environmental regulations.

Brian R. again noted how we are so different from other communities due to our funky blend of building styles, uses, no master plan, and non-strict design guidelines. What does she see as the planning commission's role in continuing that?

Ms. Decker responded that the commission does have opportunities to make suggestions, but they also cannot necessarily encourage specific uniqueness or flair. Funky is hard to encourage, but the commission can continue to create guidelines that allow for creativity.

Council took a vote, and the following members were selected for appointment:

Jeff Armistead – Regular seat
Melissa Decker – Regular seat
Michael Boyd - Alternate

Motion by Tom P, second by Kate S, to approve Resolution No. 16 - Series 2026 appointing Jeff Armistead, and Melissa Decker to serve on the Minturn Planning Commission in regular member seats and Michael Boyd to serve on the Minturn Planning Commission in the alternate seat through March 31, 2028. Motion approved 7-0.

C. Resolution No. 17 – Series 2026, A Resolution Approving the Award of a Contract Between the Town of Minturn and Schofield Excavation, Inc. for the Taylor Ave. Roadway Reconstruction Project

The Town recently solicited bids for the **Taylor Avenue Roadway Reconstruction Project**. Bids were publicly opened on **March 9, 2026**, and three bids were received, as follows:

Contractor	Bid Amount
Phoenix Industries Ltd.	\$792,461.31
Schofield Excavation Inc.	\$453,638.80
360 Civil, Inc.	\$523,661.50

The Town's consulting engineer, Inter-Mountain Engineering, reviewed the bids submitted for compliance with the bid documents and confirmed that the required bid forms, bid bonds, and other required materials were included. The Town engineer also reviewed the bid tabulations and verified the bid calculations and totals. Schofield Excavation Inc. submitted the lowest responsive and responsible bid in the amount of \$453,638.80. Town staff and the Town's engineer have reviewed the bids and recommend award of the contract to **Schofield Excavation Inc.**

Tom P. inquired, since this cost came in lower than expected, whether perhaps the Town could revisit repaving the rest of the sidewalk by the S-curve, from the railroad up. Council agreed this should be explored. Town staff and the Town engineer will consult and report back to Council with options and estimated costs.

Motion by Gusty K, second by Lynn F, to Approve Resolution No. 17 – Series 2026, A Resolution Approving the Award of a Contract Between the Town of Minturn and Schofield Excavation, Inc. for the Taylor Ave. Roadway Reconstruction Project. Motion passed 7-0.

D. Additional Information / Update – Water Treatment Plant Financing Proposals

Alpine Bank's proposal includes a condition that the Town maintain **\$2,000,000 in deposits with the bank** as part of the financing relationship.

At this time, Alpine has not committed to a specific interest rate that would apply to these deposits. During discussions with staff, Alpine indicated an estimated deposit yield of

approximately **3.45%**, compared to the Town’s current investment yield of approximately **3.78% through ColoTrust**.

Based on these indicative rates, maintaining a \$2 million balance at Alpine rather than in ColoTrust could result in a difference of approximately:

Estimated annual opportunity cost

$\$2,000,000 \times (3.78\% - 3.45\%) \approx \text{\$6,600 per year}$

Over a 10-year period, this could represent approximately **\$66,000 in foregone investment earnings**, though actual impacts would depend on future interest rates and the specific deposit terms offered.

Comparison to Interest Rate Differences

The Alpine Bank proposal includes a lower loan interest rate than the Columbia Bank and Western Alliance proposals. Based on the financing proposals received:

Bank	Interest Rate
Alpine Bank	~4.50%
Columbia Bank	~4.83%
Western Alliance Bank	~5.00%

Alpine vs. Columbia Bank

The interest rate difference between Alpine and Columbia is approximately: **0.33%**

Applied to a loan amount of approximately **\$10 million**, this represents an estimated difference in borrowing costs of approximately: $\$10,000,000 \times 0.33\% \approx \text{\$33,000 per year in the early years of the loan}$

When the estimated **\$6,600 annual reduction in investment earnings** associated with Alpine’s \$2 million deposit requirement is considered, the net estimated financial advantage of Alpine relative to Columbia may be reduced to approximately: $\approx \text{\$26,000 per year}$

These figures are approximate and would vary over time as the loan principal declines and as investment yields change.

Alpine vs. Western Alliance Bank

The interest rate difference between Alpine and Western Alliance is approximately: **0.50%**

Applied to a loan amount of approximately **\$10 million**, this represents an estimated difference in borrowing costs of approximately: $\$10,000,000 \times 0.50\% \approx \text{\$50,000 per year in the early years of the loan}$

After accounting for the estimated **\$6,600 annual reduction in investment earnings** associated with Alpine’s deposit requirement, the net estimated financial advantage of Alpine relative to Western Alliance may be approximately: $\approx \text{\$43,000 per year}$

Again, these estimates are approximate and depend on final loan terms, investment yields, and the duration of the deposit requirement.

Duration of Deposit Requirement

At this time it is also **unclear how long the Town would be required to maintain the \$2 million deposit balance** with Alpine Bank.

Questions that would require clarification include:

- Whether the deposit requirement would remain **for the full life of the loan**
- Whether the balance requirement would apply **during construction only**
- Whether the Town would have **flexibility to reduce the balance over time**

The duration of the requirement could materially affect the financial impact of this condition.

Impact on Water Enterprise Liquidity

Another consideration is the **source of the \$2 million deposit**.

If the funds are drawn from the **Water Enterprise Fund**, this would represent \$2 million in cash that could otherwise be used for the Water Treatment Plant project or for other water system capital needs.

Maintaining those funds as a required deposit could therefore reduce financial flexibility for the project.

Potential Legal and Accounting Considerations

If the \$2 million deposit were instead provided from **non-enterprise Town funds**, there may be potential legal or accounting considerations related to the use of those funds.

Questions that may warrant review by the Town Attorney include:

- Whether using **General Fund or other non-enterprise funds** to support an enterprise borrowing arrangement raises any legal or accounting concerns
- Whether such a structure could create **cross-subsidization between funds**
- Whether this arrangement would be consistent with **enterprise fund accounting principles and the Town's financial policies**

Staff has not made any legal determination on this issue but believes it would require further evaluation if the Alpine proposal were selected.

Maintaining a compensating balance may also reduce the Town's financial flexibility because those funds could not be used for project costs, capital reserves, or other municipal priorities during the period the requirement is in place.

Summary

Each proposal presents different financial and operational considerations for the Town. The Alpine Bank proposal includes a potentially competitive interest rate but introduces several considerations that are not present in the other proposals:

1. A requirement to maintain **\$2 million in deposits with the bank**
2. An **uncertain deposit interest rate**
3. An **unclear duration** for the deposit requirement
4. Potential **liquidity impacts on the Water Enterprise Fund**

5. Possible **legal or accounting considerations** if non-enterprise funds were used

Municipal Advisor Troy Bernberg addressed the Council to take questions.

Ongoing discussion took place amongst Council regarding the three finalist bids:

- The lowest rate was offered by Alpine Bank, but they were requiring that the Town maintain \$2M in deposits as part of the financing relationship. There were several concerns expressed over this requirement, such as lack of liquidity and return (as the Town gets a very good return with ColoTrust and that money is liquid).
 - It was noted that the Town was told by Alpine that if they removed that requirement, the rate would be higher
 - It was noted that the deposit was expressed as a pure deposit (not related to supporting the financing – so it would not be cross-collateralized with the debt)
- Alpine Bank has a prepayment option available earlier than the other offers, however it was also noted that there is a lot of uncertainty around the sale of the Highlands Parcels and when and how much income that might generate.
- Columbia Bank has the second lowest rate and had favorable terms with a lot of certainty.
- The timing of the construction draws was discussed.
- Rob G. brought up that the Enterprise Fund cannot be mixed with non-Enterprise reserve funds.
- When comparing the rate difference to the requirements / restrictions, the actual cost difference is not that significant.

Direction Given:

- Council expressed that IF Alpine Bank would waive the \$2M deposit requirement, they would be the best option. If not, Columbia Bank is the best option.
- Mr. Bernberg, along with Town Manager Rob G. and Councilmember Gusty K. will follow up to get clarification and meet to finalize next steps.
- It will be important to move forward as soon as possible to lock in the rate.
- The second reading of Ordinance O2 will need to take place at the April 15th meeting.

12. Future Agenda Items

A. Future Meeting Topics

Gusty K. suggested we evaluate our tap fees for empty lots... 7:50pm

13. Adjourn

Motion by Kate S., second by Tom P., to adjourn the meeting at 7:51pm.

Information Only Items

Council was reminded about the upcoming RTAP Community Workshop 3/24 & 3/25. Tuesday 3/24 is from 2-6pm, and Wednesday 3/25 is from 11am-3pm, and then 4-7pm. Community members are invited and encouraged to attend full sessions where possible. RSVPs are also requested so that the Town can plan accordingly.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

TOWN MANAGER'S REPORT

APRIL 2026



Minturn
Your civil service, at work.

Town Manager's Report

April 2026



Top Updates

1. Water Supply & Conservation

Town staff are coordinating with the Town's water consultants, **Martin and Wood**, and the **Eagle River Water and Sanitation District (ERWSD)** to evaluate current snowpack conditions and water supply forecasts. ERWSD representatives will attend the **April 1 Town Council meeting** to discuss their plans for water conservation and community engagement.

Staff will also be **preparing an ordinance to implement water restrictions** and are evaluating potential updates to **landscaping plant selections and summer watering schedules**. In addition, staff are exploring **communication strategies to regularly update the public on water supply conditions and conservation efforts**.

Residents are encouraged to begin **voluntary water conservation efforts now** and should expect to see a **significant public outreach and engagement effort** focused on conservation this spring.

2. All-Staff Emergency Management Training

On **April 14**, the Town will conduct an **all-staff emergency management training** at Town Hall in coordination with **Eagle County**.

In parallel, staff are identifying **short- to medium-term actions** to strengthen the Town's emergency response capabilities. The Town has acquired a **second mobile digital message board**, and staff are evaluating the potential acquisition of a **truck-mounted message board**. Staff are also exploring the purchase of **additional two-way radios**, including **1–3 Eagle County dispatch-compatible Motorola radios**, as well as **traffic control equipment** to support road closures and emergency response operations.

Capital Projects

New Water Treatment Plant (WTP)

Design & Regulatory Review

The Water Treatment Plant design is approximately **90 percent complete** and has been submitted to, and accepted by, the Colorado Department of Public Health & Environment (CDPHE) for formal review. Plans have also been submitted for local building and zoning review.

Updated Cost Estimates

Staff received an updated construction cost estimate on February 4 from HDR and Glacier based on the 90 percent design for the Water Treatment Plant. The updated estimate is approximately **\$12,429,000 assuming SRF financing**, and approximately **\$11,629,000 assuming non-SRF (private bank) financing**.

Construction Bid Process

The Town has opened the **public bid process** for contractors interested in constructing the new Water Treatment Plant. A **mandatory pre-bid meeting and site visit** was held by Town staff and the project design engineer, **HDR**, on **March 3**. The bid process will remain open until **April 3 at 3:00 p.m.**

Town Manager's Report

April 2026



Project Financing

At the **March 4 meeting**, Town Council conducted the **first reading of a bond issuance ordinance** related to financing for the Water Treatment Plant project and narrowed the financing options to three proposals with the lowest ratepayer impact during the initial term.

At the **March 18 meeting**, Town Council selected **Alpine Bank as the preferred financing partner**. The selected structure is based on **Option 1** from Alpine Bank's term sheet, which includes a **24-month construction draw period followed by long-term amortization**, a **fixed interest rate of approximately 5.0%** for the initial term period, and **no minimum deposit requirement**.

Staff have worked with the Town's Municipal Advisor and Alpine Bank to clarify terms and ensure a competitive financing structure for the Town. Due to the **30-day noticing requirement in the Town Code**, the **next reading of the bond issuance ordinance is scheduled for the April 15 Town Council meeting**.

Minturn Bike Park 2026 Improvements

Staff are planning a series of **capital improvements** to the Minturn Bike Park in **May 2026**, including **significant upgrades to the bike jump features** and the **dual slalom course**. The work will be completed by the **Vail Valley Mountain Trails Association (VVMTA)** with **support from the Town**. These improvements are intended to enhance rider safety, improve ride quality, and expand the long-term usability of the park for a wide range of skill levels. Additional details on scope, scheduling, and coordination will be provided as the project is finalized.

Town Hall 2-Bedroom Apartment Reconstruction

Following evaluation of proposals, Coleman Custom Homes was selected for the project. Staff have negotiated a draft contract, which is **pending review and approval by the Town Attorney**.

Taylor Avenue Repaving Project

Design is complete, and the project has completed the public bid process. The Town received three bids for the project from 360 Civil, Schofield Excavating, and Phoenix Contracting. Two of the bids came in lower than anticipated, with the lowest bid submitted by Schofield Excavating in the amount of \$453,638.80. **At the March 18 meeting, Town Council approved the selection of Schofield Excavating for the project.**

US 24 Pedestrian Improvement Project Phase II

Negotiations with **CDOT, Xcel Energy, and Phoenix Industries** have been completed. A change order in the amount of \$99,991.88 was approved by Town Council at the February 18 meeting. We anticipate gas line relocation work by Xcel Energy will begin the **first week of May 2026**.

Main Street Streetlighting Project

Staff are pursuing **Holophane** as the preferred streetlight manufacturer, and preliminary fixture and pole concepts have been informally reviewed by **CDOT**. Staff are currently working on **utility coordination with Xcel Energy** as part of project planning for electrical service to the new lights.

Town Manager's Report

April 2026



Bellm Bridge Replacement

Status:

The Town has been **awarded \$4,000,000** from CDOT's **Off-System Bridge Grant Program** for the Bellm Bridge project. The professional services agreement between the Town and **Short Elliott Hendrickson (SEH)** has been approved, and **design work is now commencing** on the replacement of the Bellm Bridge.

Next Steps:

Staff will continue to work with SEH on advancing the bridge design and will proceed with **grant programming and contracting coordination with CDOT**. Staff will also continue to **identify and secure the remaining funding** needed for the estimated **\$6 million** construction cost.

Little Beach Park Improvements

Installation of the new retaining wall and asphalt access road is complete. The RFQ for playground design and installation has been completed, and all submittals have been evaluated. **Rocky Mountain Recreation was identified as the highest scoring firm through the RFQ process.** Staff are now working with Rocky Mountain Recreation to **prepare a contract and develop initial design concepts** for presentation to the public and Town Council at a future meeting.

Minturn Community Garden Improvements

Town Council approved submission of an application to the **AARP Community Challenge Grant Program** at the February 4, 2026, Town Council meeting. The Town has since submitted a request for the maximum \$15,000 grant to support accessibility and gathering space improvements at the Minturn Community Garden.

- Construct an ADA-accessible pathway connecting key areas of the garden.
- Install raised, ADA-accessible planter boxes to improve gardening access.
- Add weather-resistant benches with back support for comfort and rest opportunities.
- Construct a snow- and wind-rated shaded pergola to support gatherings and small events.
- Install permanent electrical service to enable community events, workshops, and performances.
- Install a communal worktable with integrated sinks

Other Projects

Grouse Creek Trailhead Parking Lot Expansion

Public Works is scheduled to complete the **Grouse Creek Trailhead Parking Lot Expansion** on **April 6 and 7**. The project is being completed in collaboration with the **Vail Valley Mountain Trails Association (VVMTA)** and the **U.S. Forest Service (USFS)** to improve access and parking at the trailhead.

Town Manager's Report

April 2026



Highlands Parcels

Background:

As part of a settlement agreement with the former developer of the Battle Mountain Ski Resort, the Town obtained ownership of approximately **55 acres of land** located west of **U.S. Highway 24** at the south end of Town. The property was conveyed to the Town after the developer failed to meet financial obligations associated with the construction of a new water treatment plant.

Status:

The two Highlands Parcels have now been **listed on the MLS as part of the Town's strategy to help offset the cost of the new water treatment plant** and are publicly available for viewing. The listings can be accessed at the following links:

1. https://www.realtor.com/realestateandhomes-detail/Notch-Mountain-Unit-highlands-2-Rd-Parcel-B_Minturn_CO_81645_M91907-95156
2. https://www.realtor.com/realestateandhomes-detail/Notch-Mountain-Unit-highlands-1-Rd-Parcel-A_Minturn_CO_81645_M93795-65402

Minturn USFS Shooting Range

Background:

At the **November 19, 2025, Town Council meeting**, Council directed staff to explore options for Town management of the **Minturn Shooting Range** in order to address long-standing community concerns related to **safety, noise, and environmental impacts**. The shooting range is located on **federal land south of the Minturn Bike Park**.

Status:

On **January 8, 2026**, staff met with **U.S. Forest Service (USFS) District Ranger Leanne Veldhuis** to discuss the process for seeking a **Special Use Permit** to operate the shooting range. Staff are awaiting follow-up from USFS regarding several outstanding questions related to the permitting process.

Policy & Planning Initiatives

Minturn Forward Land Use Code Update

The Planning Commission recently conducted a 2/3rds review of **draft Article 3: Subdivision & Development Standards**, discussing topics such as site design, landscaping, and lighting standards. The Planning Commission and staff will continue their work on the **Minturn Forward Land Use Code Update** in April to review remaining sections of Article 3. Members of the **public are welcome to attend the meetings or submit comments** for consideration.

Minturn Impact Fee Study

Background:

In November 2025, staff issued a Request for Proposals (RFP) to solicit qualified firms to conduct a comprehensive impact fee study. The purpose of the study is to ensure that the impacts of new developments appropriately contribute to the Town's future infrastructure costs.

Town Manager's Report

April 2026



Status:

A professional services agreement with **BBC Research and Consulting** has been approved. The study has started and the project is anticipated to be completed by **July 2026**.

Rural Technical Assistance Program

Background:

The Town was selected to participate in the **Rural Technical Assistance Program (RTAP)** through the Colorado Office of Economic Development & International Trade (OEDIT). The program pairs Minturn with graduate students from the **University of Colorado Boulder** and **Colorado State University** to develop strategies for leveraging outdoor recreation to support the local economy.

Status:

The Town held a **two-day community workshop** at Minturn Town Hall on **March 24 and 25**, with **over 45 participants** attending across both days. Staff received a **significant amount of useful community feedback** and will be working with the student team to **compile and analyze input** as part of the ongoing project.

Housing Affordability and Neighborhood Stability

Staff met with representatives from the **Town of Avon** and **Eagle County** on **February 18** to discuss progress on the **Regional Housing Authority formation study** and received updates on the current status of the project. Staff presented a memorandum to **Town Council at the March 4 meeting**, and Council provided feedback and direction on the concept. Staff are now working to develop a **Minturn-specific framework** outlining how the Town could potentially participate in a future regional housing authority.

Temporary & Mobile Business Pilot Program

At the **February 4 meeting**, Town Council approved the **Temporary & Mobile Business Pilot Program**, authorizing the licensing of mobile and modular businesses on Town-owned property through **October 31, 2026**.

All program materials, including **administrative rules and application forms**, are now available on the Town's website:

<https://www.minturn.org/finance/page/mobile-and-modular-business-licensing>

The Town is now **accepting applications** for participation in the pilot program. Interested parties may contact **manager@minturn.org** for additional information.

Public Works

Weekly Report (March 16-22, 2026)

Operations & Winter Maintenance

Public Works completed all scheduled operations, including **Water Treatment Plant operations, utility locates, equipment maintenance, and servicing of trash and dog waste stations**. Staff also supported Town Hall operations by relocating appliances from Apartment #2 and completing routine shop organization.

Town Manager's Report

April 2026



Infrastructure & System Improvements

Crews completed **street sweeping along Main Street**, constructed and installed signage for the **Grouse Creek Trailhead Access Improvement Project**, and performed excavation work to locate utilities near the proposed Meyer's Shed site. Additional work included **soil sampling**, snow management at the dump site, and verification of water meter readings for the **"No Read" list**.

Coordination & Planning

Staff coordinated with the **Upper Eagle River Sanitation District**, contractors, and suppliers on water system operations and upcoming projects, including planning for a potential **Williams Street water line improvement**. Coordination also continued with Colorado 811 for utility locates and with regional partners on **training and emergency preparedness**, including review of Public Works responsibilities under the Town's evacuation plan and exploration of improved radio communications with Eagle County dispatch.

Training, Coordination & Partnerships

Staff participated in several coordination activities including a **Water Treatment Plant pre-bid meeting**, coordination with **Colorado 811 regarding upcoming Exactix utility locate training**, and outreach with **Core & Main** regarding automated water meter reading technology. Staff also attended the **Red Cliff Town Council meeting** to present a plaque recognizing Billy Martinez and the Town of Red Cliff for assisting Minturn during a prior staffing shortage.

Equipment Maintenance

Routine servicing and repairs were completed, including **removal and repair of the cinder spreader**, tire rotations on multiple fleet vehicles, and diagnostic coordination with the Town of Avon for a truck oil leak.

Safety

The weekly safety meeting focused on **slip and fall prevention**, emphasizing hazard awareness, housekeeping, and proper PPE. All work during the reporting period was completed **without incident or injury**.

Town Manager's Report

April 2026

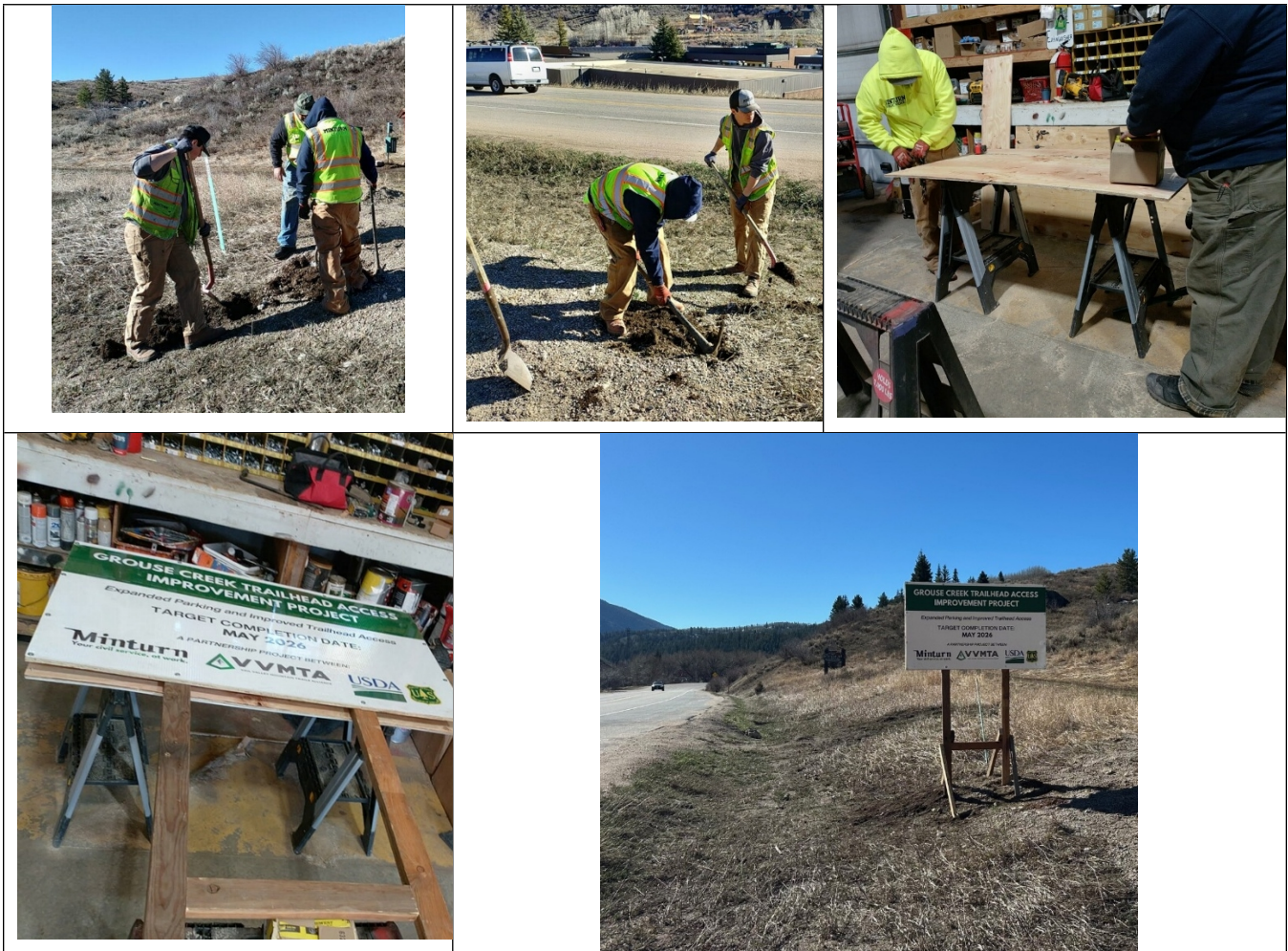


Weekly Report Photos (March 16-22)

1. Fleet Vehicle Maintenance



2. Installation of Project Sign Grouse Creek Trailhead



Town Manager's Report

April 2026



3. Cinder Machine Bearing Replacement



4. Meyer's Barn Project Water Line Locate and Soil Sample Holes



Town Manager's Report

April 2026



Weekly Report (March 9-13, 2026)

Operations & Routine Maintenance

Public Works completed all scheduled operations including **Water Treatment Plant operations**, **utility locates**, **equipment maintenance**, and **servicing of trash and dog waste stations**. Staff relocated the **electronic message signboard**, responded to and removed **rockfall hazards along Highway 24**, and completed equipment washing and shop organization.

Infrastructure & Town Maintenance

Staff completed painting and maintenance at multiple facilities, including **Lease Lot gates**, **Water Treatment Plant structures**, and the **Master Meter Building**. Crews installed **lighting improvements to the Community Board**, removed several **hazard trees** at the Bone Yard and Water Plant, and completed a **temporary railing repair on Bellm Bridge** following a vehicle incident. Additional work included **demolition of an aging storage shed**, relocation of materials at the Lease Lot, repairs at the recycling facility, and verification of water meter readings for the **“No Read” list**.

Training, Coordination, & Partnerships

Staff coordinated with **Site Wise** on electric meter replacements, met with property owners and **Intermountain Engineering** regarding drainage and water line locations at Little Beach Park, and worked with **UERSD** on water consumption and meter reading issues. A Colorado 811 locate request was submitted and reviewed for upcoming excavation work.

Equipment Maintenance & Repairs

Routine servicing and preventative maintenance were completed on loaders, snowplows, and the skid steer. Staff conducted general equipment inspections to ensure readiness for upcoming spring operations.

Town Manager's Report

April 2026



Safety

The weekly safety meeting focused on **fatigue awareness and prevention**, including recognizing signs of fatigue and safe operation of equipment. All work during the reporting period was completed **without injury or incident**.

Weekly Report Photos (March 9-13)

1. Tree Cleanup at the Water Treatment Plant



Town Manager's Report

April 2026



Town Manager's Report

April 2026

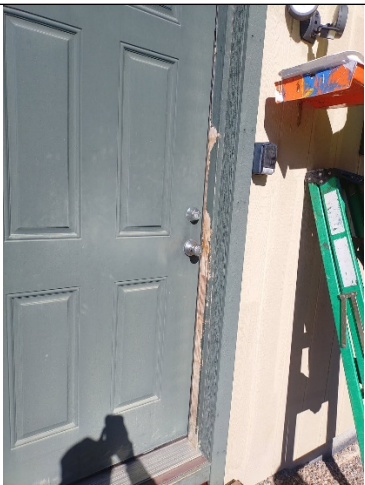


2. Water Plant Repainting Projects



Town Manager's Report

April 2026



Town Manager's Report

April 2026



3. Bellm Bridge Damage from Vehicle Accident



4. Lease Lot Gate Repainting





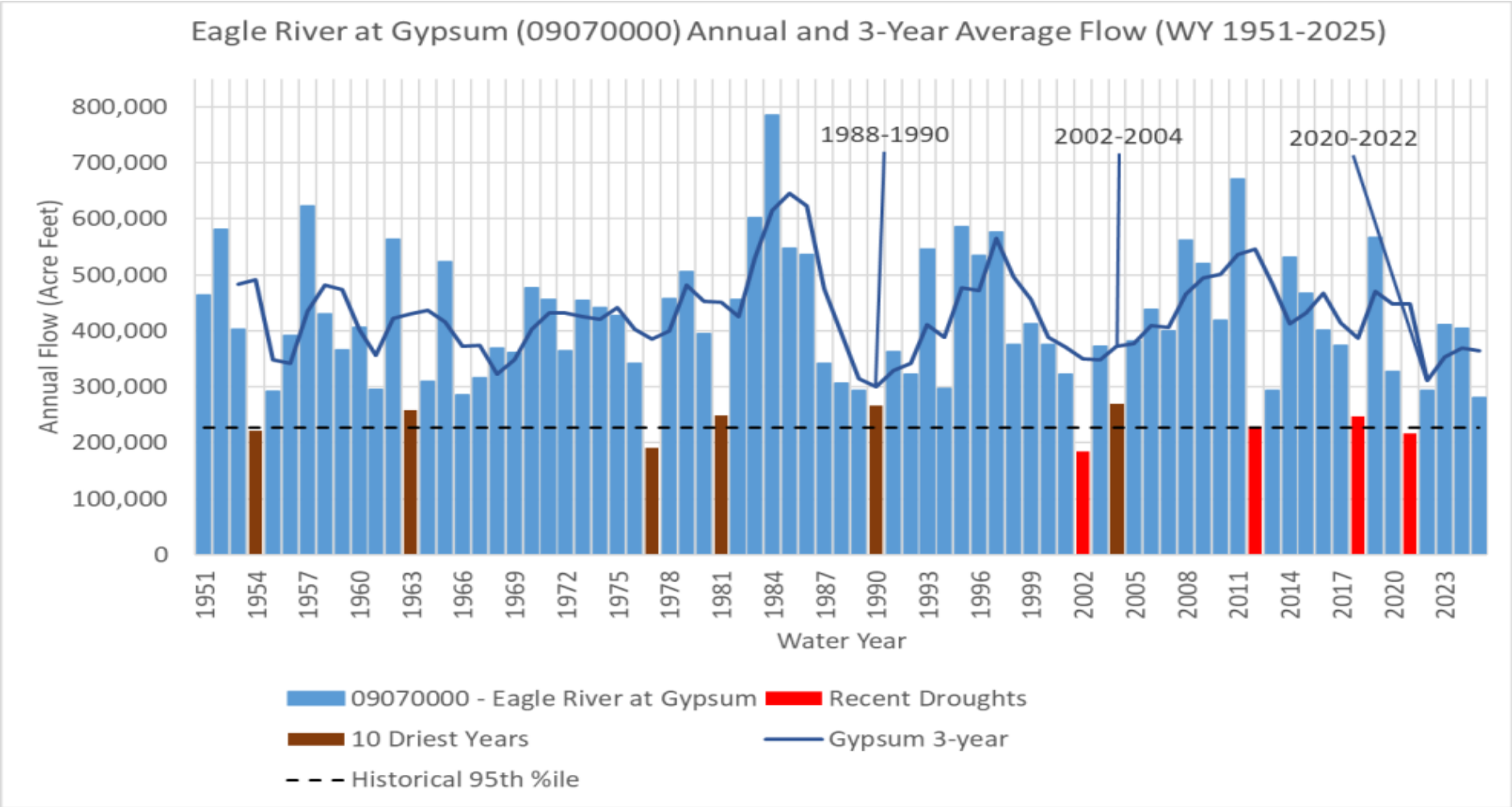
©2026 erwsd

Water Shortage Response

Apr. 1, 2026 | Minturn Town Council



Eagle River at Gypsum



Water Shortage Indicators

2026

Indicator I Snow Pack

How much water the snow pack will contribute to rivers and reservoirs

Snow Pack

April 1

Indicator II Peak Flow

An early and/or low peak streamflow often signals reduced water availability later in the summer

Peak Flow

May-June

Indicator III Low Flow

The first day when the Eagle River in Avon records a flow below 100 cfs is a strong indicator of a potential water shortage

Low Flow

July - August

Reservoirs

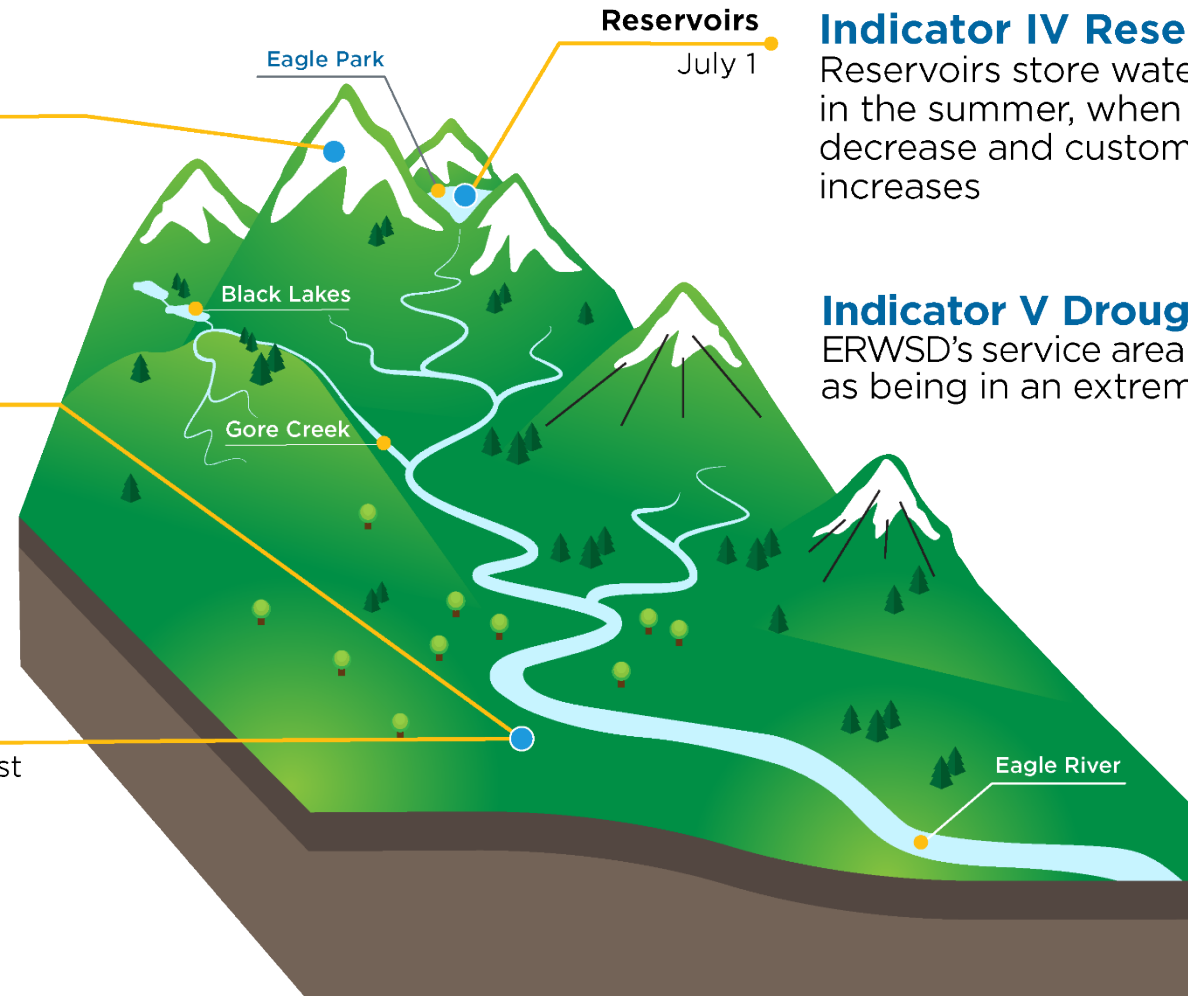
July 1

Indicator IV Reservoirs

Reservoirs store water for later in the summer, when streamflows decrease and customer demand increases

Indicator V Drought Severity

ERWSD's service area is categorized as being in an extreme drought

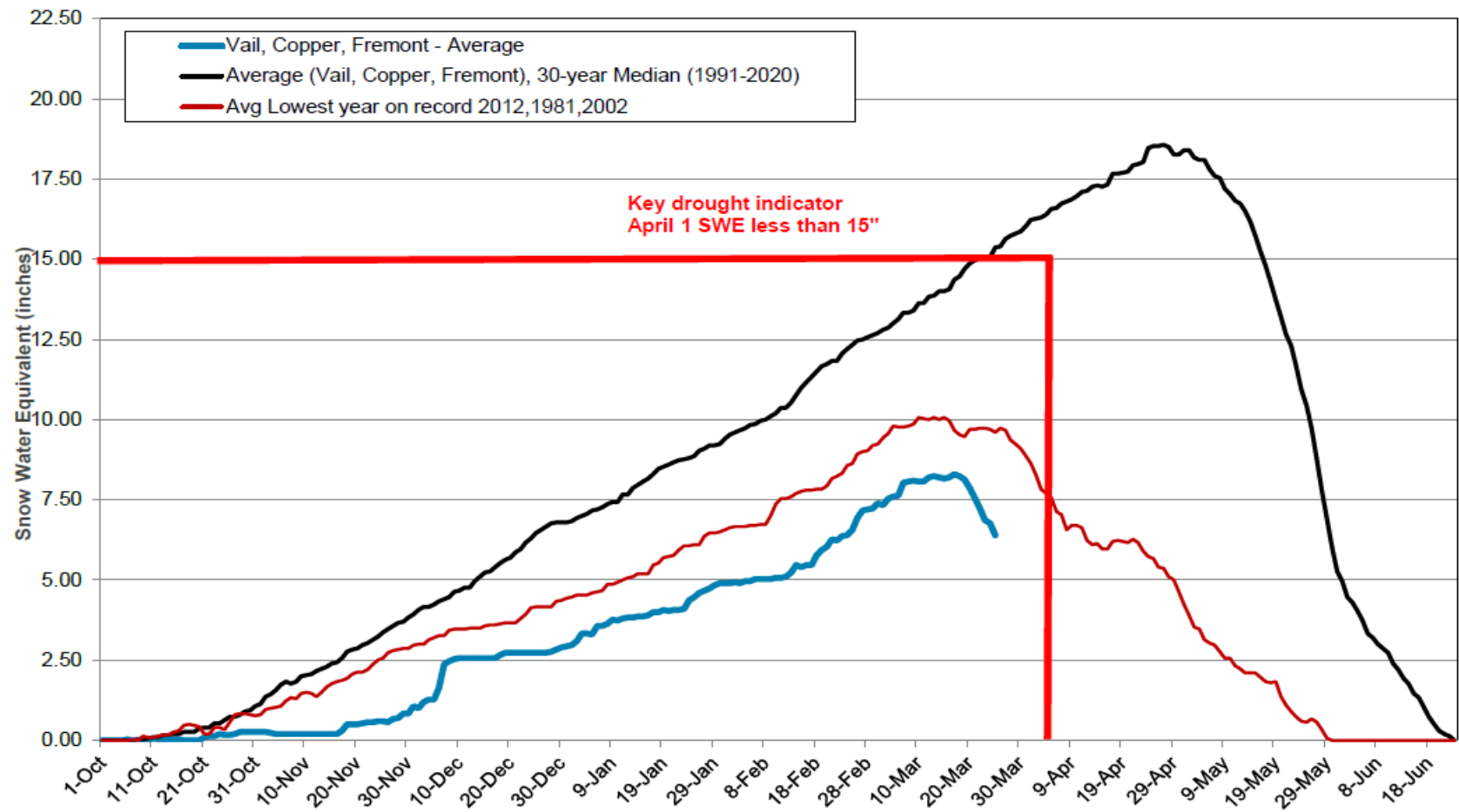


Water Supply

Current Snow Water Equivalent – 3 Site Average

USDA SNOTEL 3 Site Average (Vail, Copper, Fremont Pass)
03/25/2026 snow water equivalent: 6.4 in., 42% of normal

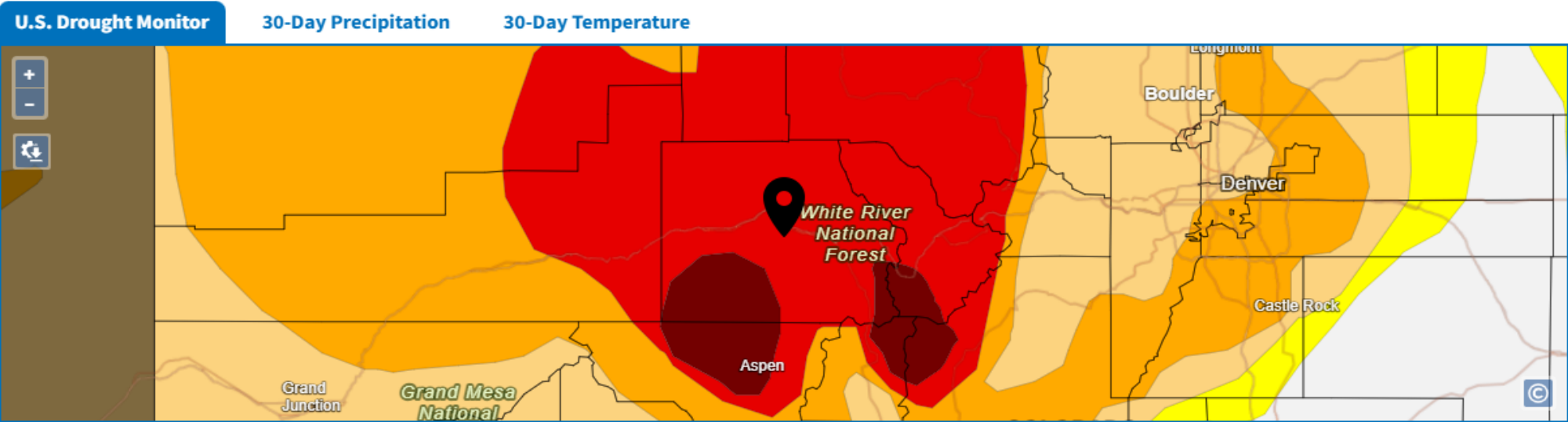




*Snow Water Equivalent is a measure of the water content in snow. erwsd.org

Eagle County Drought Conditions

Current Conditions for Eagle County



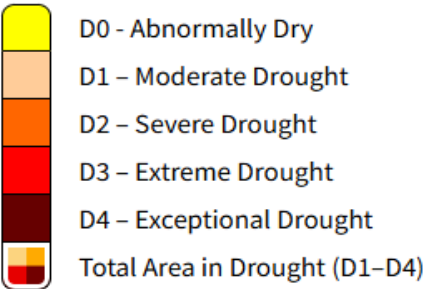
The U.S. Drought Monitor depicts the location and intensity of drought across the country using 5 classifications: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1–D4).

The U.S. Drought Monitor is a joint effort of the National Drought Mitigation Center, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration.

Source(s): [NDMC](#), [NOAA](#), [USDA](#)

Legend

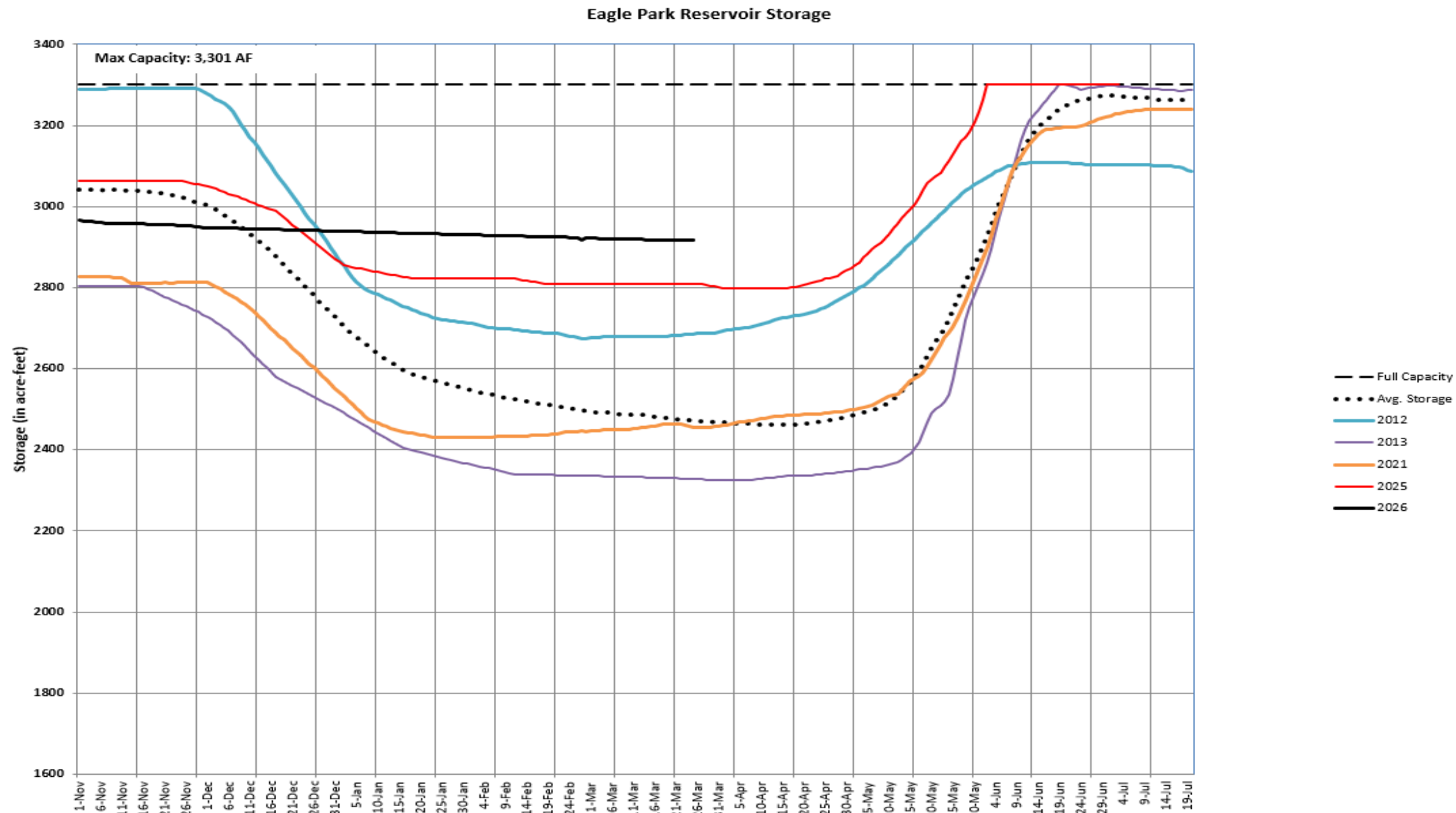
Drought & Dryness Categories



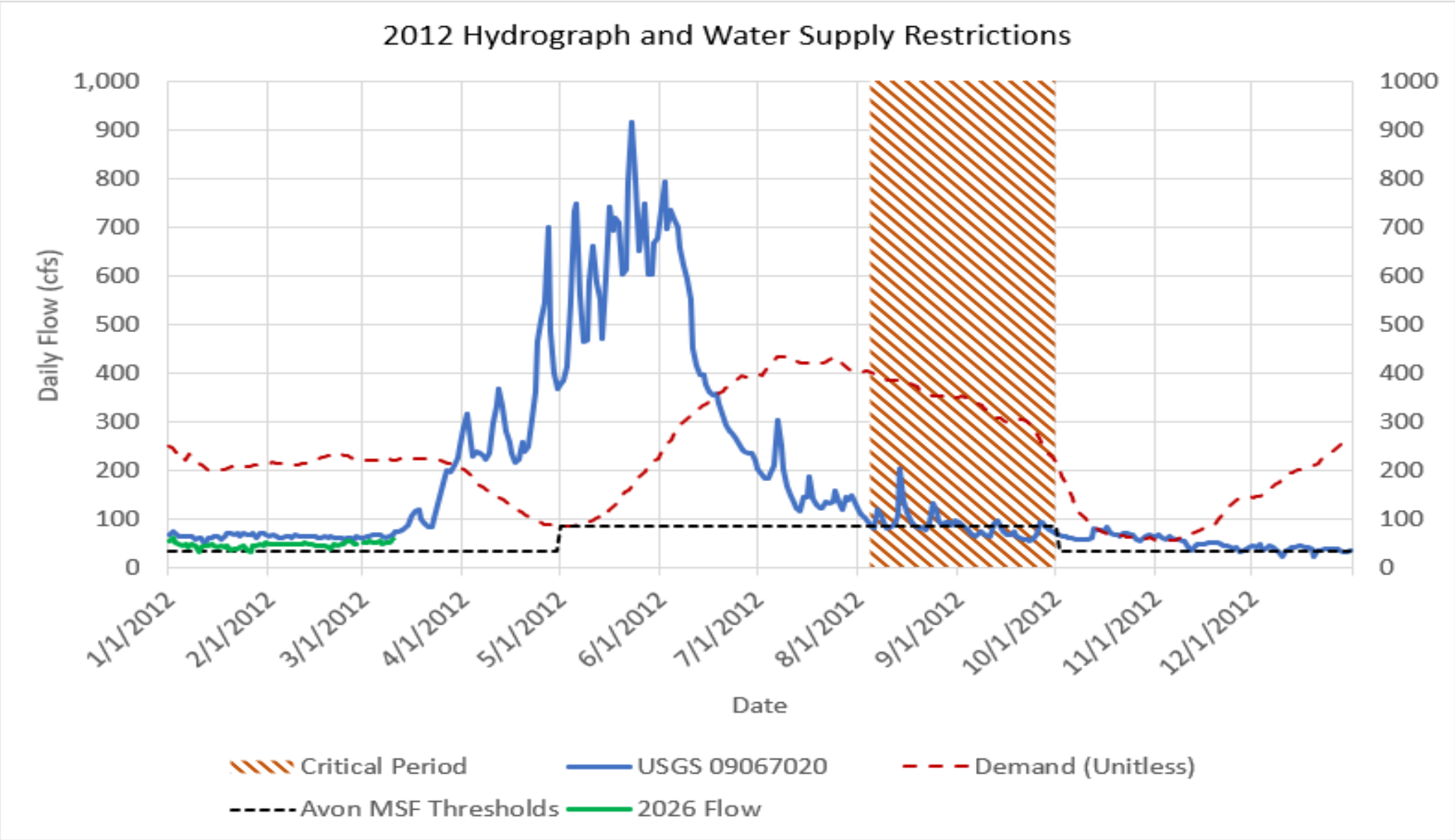
% of Eagle County

0%
0%
0%
80.56%
19.44%
100.00%

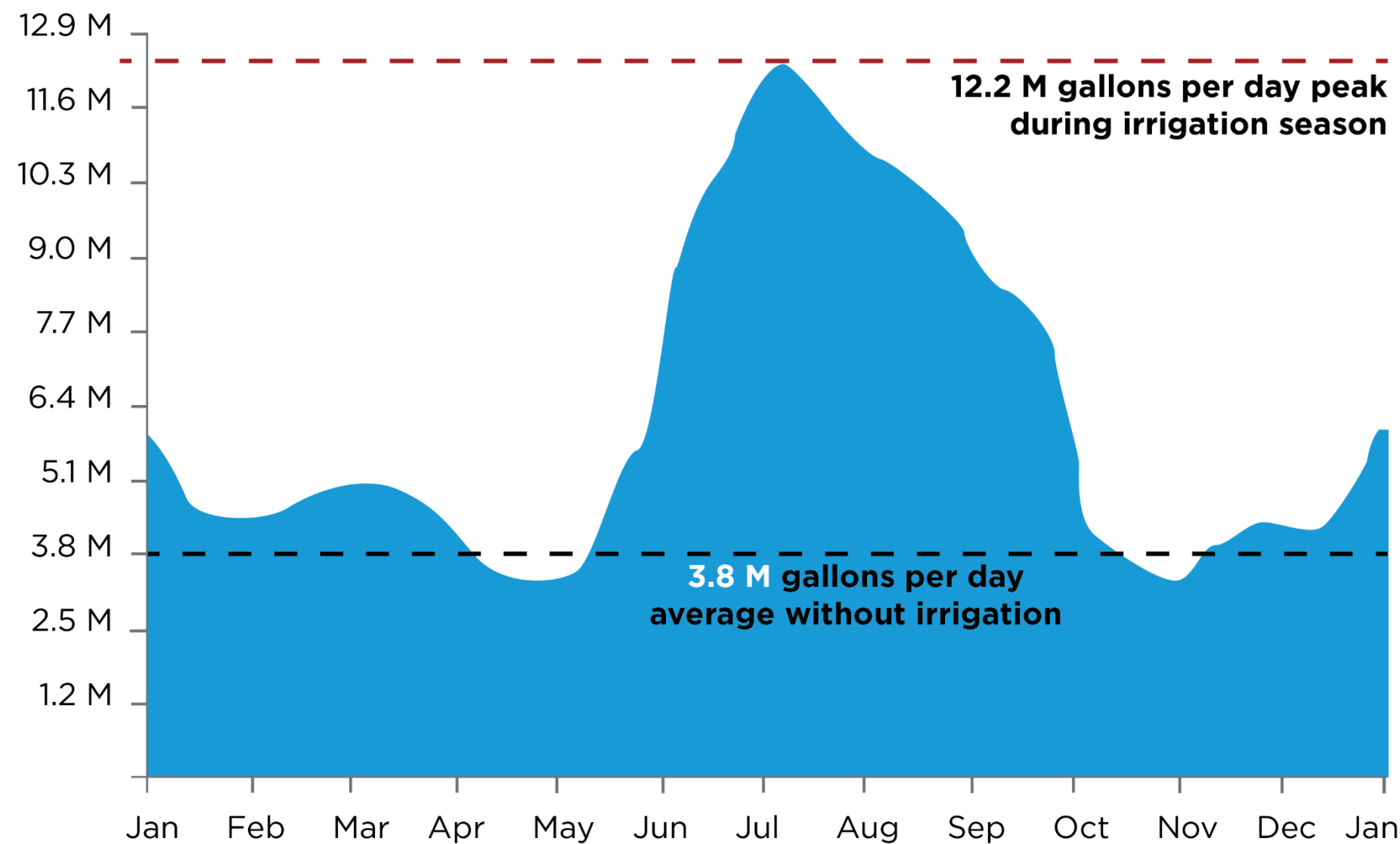
Current Reservoir Levels



Water Supply Hydrograph



Average Daily Demands

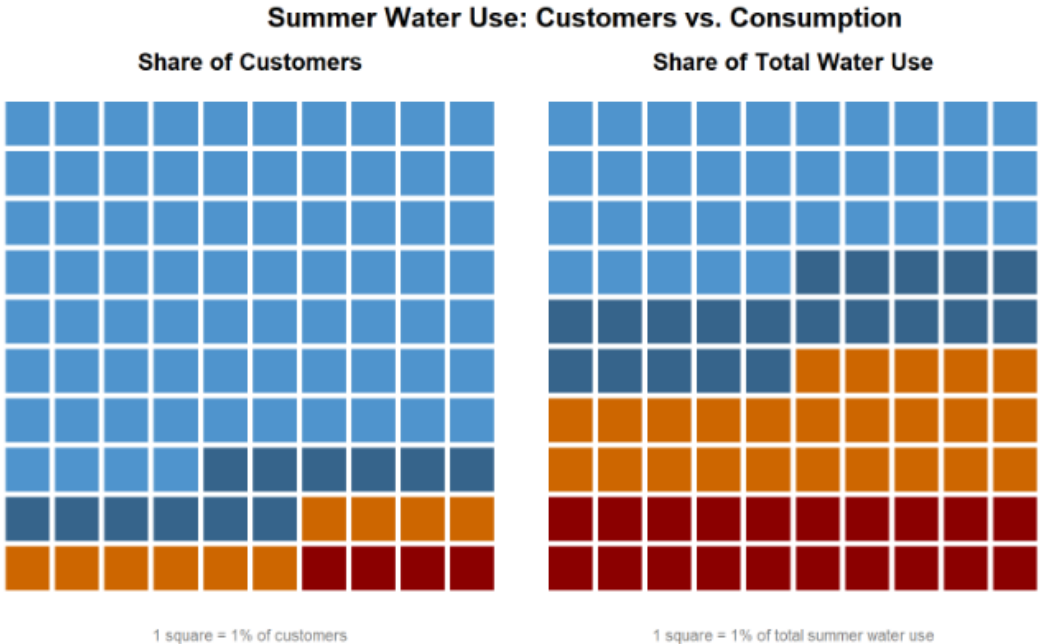


Water Shortage Prevention

Overall Tiers & Use

Tier 1	Water use is in a Sustainable range
Tier 2	Water use is in a Sustainable range
Tier 3	Water use is Reasonable for outdoor use
Tier 4	Water use is Excessive. Please reduce your use.
Tier 5	Water use is Unsustainable. Reduce your use.

14% of residential customers in T4/T5



45% of residential water usage in T4/T5

Water Shortage Stages

Stage I	
	Indicators: 1) Snow Water Equivalent (SWE) is less than 15 inches, and 2) Eagle County reaches a D2 (severe drought) or higher level.
	Charges: Tier 4 10% surcharge (residential and irrigation), and Tier 5 escalating surcharge (all customers)
	Water Supply Risk: Moderate

Stage II	
	Indicators: 1) Prevention Stage I indicators remain in place, and 2) peak streamflow is measured below 1,600 cubic feet per second (cfs) at Avon gauge.
	Charges: Tier 4 10% surcharge (residential and irrigation), Tier 5 escalating surcharge + flat fines (all customers)
	Water Supply Risk: High

Prevention (Pre-declaration)



Water Shortage Stages

Stage III

Indicators: 1) Prevention Stages I and II indicators remain in place, 2) the District's reservoirs are projected to not fill, 3) Low flow at 100 cfs is observed 4) the critical period is projected at **30-50 days**

Charges: Tier 4 15% surcharge (residential and irrigation), increased Tier 5 escalating surcharge + flat fines (all customers)

Water Supply Risk: **Very High**

Stage IV

Indicators: 1) Prevention Stages I and II indicators remain in place, 2) the District's reservoirs are projected to not fill, 3) Low flow at 100 cfs is observed 4) the critical period is projected at **50 – 70 days**

Charges: Increased escalating surcharge + flat fines for all customers in **Tiers 4 and 5**

Water Supply Risk: **Extreme**

Stage V (Emergency)

Indicators: 1) Prevention Stages I and II indicators remain in place, 2) the District's reservoirs are projected to not fill, 3) Low flow at 100 cfs is observed 4) the critical period is projected at **>70 days**

Charges: Increased escalating surcharge + flat fines for all customers in **Tiers 3, 4, and 5**

Water Supply Risk: **Extreme**

Action Items

Live Like a Local Campaign

erwsd.org



A collaborative, valley-wide water conservation campaign that reconnects people to mountain values and caring for this place through stewardship and simplicity.



When we cut the excess, we protect the place that gives us so much and stay rooted in what it truly means to Live Like a Local.

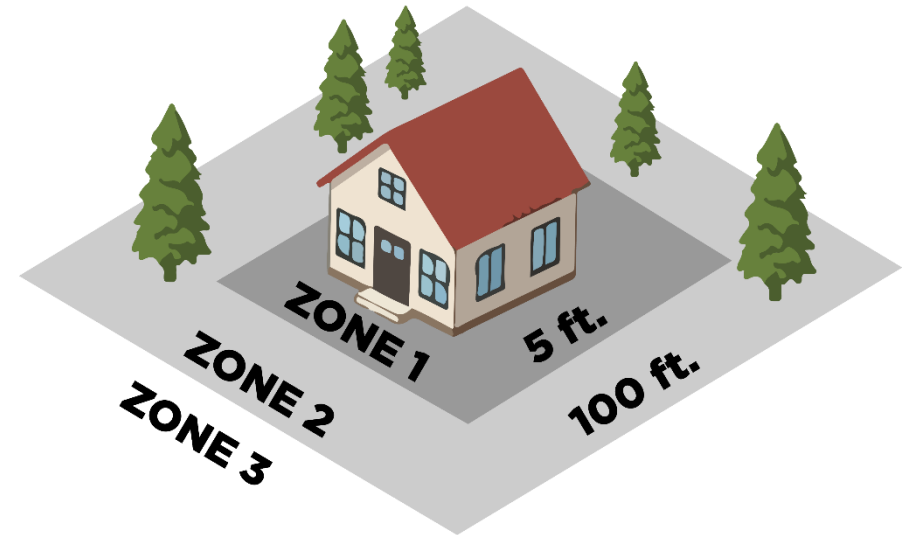
Be water and fire smart

Protect your home from wildfire while helping safeguard the water in our rivers and streams we all need.

- **Let trees be trees**
- **Don't run sprinklers if you evacuate**
- **Short grass, not green grass, is safer**
- **Live like a local – choose native plants**

Create defensible space

- **Zone 1:** Avoid Landscaping
- **Zone 2:** Spaced landscaping extends 100 feet from the structure
- **Zone 3:** Irrigation is not necessary



Collaboration Opportunities

- Encourage residents to reduce water use.
- Let your lawn go dormant.
- Reduce sprinkler run times and eliminate sprinkler overspray and runoff.
- Choose water-wise perennials instead of annuals.
- Convert to drip irrigation for trees, shrubs, and garden beds.
- Water only on your designated days and during permitted hours.
- Share our social media posts, tell your neighbor!



State of the River, May 6

erwsd.org

Join Colorado River District and ERWSD for a casual, informational evening to look at current watershed hydrology and a summary of major western water issues, with a spotlight on projects and priorities for Eagle County.

With this year's drought and low snowpack, this event will be more important than ever.

Registration is required, but attendance and dinner are free. Go to www.coloradoriverdistrict.org/2026-state-of-the-river-meetings/ to register



A promotional poster for the "State of the River" event. The poster is set against a background image of a river flowing through a forest. A light-colored rectangular box in the center contains the event details. At the top, "State of the River" is written in a large, elegant script font, with "of the" in smaller text between "State" and "River". Below this, in a smaller sans-serif font, is "PRESENTED BY THE COLORADO RIVER DISTRICT". The name "EAGLE RIVER" is prominently displayed in a large, bold, blue sans-serif font. Below that, the date "WEDNESDAY, MAY 6" is written in a large, bold, black sans-serif font. Underneath the date, the location "Donovan Pavilion, Vail" is written in a smaller, regular sans-serif font. At the bottom of the central box is a blue rounded rectangular button with the white text "RESERVE YOUR SPOT!".



Town of Minturn

302 Pine St.

PO Box 309

Minturn, CO 81645

<https://www.minturn.org>

To: Town Council
From: Scot Hunn, Consulting Planning Director
Date: March 27, 2026
Agenda Item: Ordinance No. 3, Series 2026 – Request for Continuance

Town staff (Kevin Rindy and Scot Hunn) have participated in the Eagle County Wildland Urban Interface (WUI) Code Adoption Cohort since February 2024 in response to State of Colorado actions to adopt a state-wide wildfire resiliency code.

The State adopted the 2025 Wildfire Resiliency Code in June 2025 and promulgated rules in July 2025 that established a State of Colorado Wildfire Resiliency Code Board, as well as guidelines and rules applicable to municipalities and counties across Colorado. Those rules provide the opportunity for local jurisdictions to either adopt the State Code requirements, or to propose locally based wildfire resiliency requirements that are equivalent to the State’s wildfire resiliency requirements.

The Eagle County cohort of local jurisdictions chose to pursue a local solution (to be approved by the State Wildfire Resiliency Board) and have developed proposed code language aimed at “hardening” buildings (i.e. requiring specific fire rated roofing materials and assemblies, exterior wall materials and assemblies, etc.) and creating defensible space around structures through landscape design and vegetation management.

Ordinance No. 3 reflects changes to the Town of Minturn Building Resolution (Chapter 18) by introducing new building requirements along with site development standards (defensible space) that will only apply to new construction and/or major exterior additions or remodels.

Importantly, the Town’s proposed code changes have received *initial* approval – with suggested revisions - from the State of Colorado Wildfire Resiliency Board. Staff continue to work with the State agency and with Eagle County to ensure Minturn’s language revisions are approved by the State prior to bringing Ordinance No 3, Series 2026 in front of Council for consideration at 2nd reading.

Therefore, staff **recommend CONTINUANCE of Ordinance No. 3 – Series 2026** to the regular meeting of April 15, 2026, to allow staff additional time to finalize minor revisions to the proposed Minturn Wildfire Resiliency Code language in accordance with State guidance.

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 18 – SERIES 2026**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO,
APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH SHORT ELLIOTT HENDRICKSON INC. FOR DESIGN AND RELATED SERVICES FOR THE
BELLM BRIDGE REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 43 - Series 2025, the Town Council of the Town of Minturn, Colorado (the "Town"), selected Short Elliott Hendrickson Inc. ("SEH") as the design consultant for the Bellm Bridge Replacement Project under the CDOT Off-System Bridge Program and authorized the Town Manager to negotiate the scope, terms, and fee of a Professional Services Agreement with SEH; and

WHEREAS, Resolution No. 43 - Series 2025 further provided that the final agreement, including the negotiated scope and contract amount, must be brought back to the Town Council for approval prior to execution; and

WHEREAS, the Town Manager has negotiated a Professional Services Agreement with SEH, which agreement has been reviewed and approved by the Town Attorney; and

WHEREAS, the proposed Professional Services Agreement sets forth the scope of services for the Bellm Bridge Replacement Project, including design, permitting coordination, hydrology and hydraulics, right-of-way acquisition support, bidding-phase services, and related work as more particularly described in Exhibit A to the Agreement; and

WHEREAS, the Town Council finds that approval of the Professional Services Agreement with SEH is in the best interests of the Town and necessary to advance the Bellm Bridge Replacement Project.

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

Section 1. Recitals Incorporated.

The foregoing recitals are incorporated herein as findings of the Town Council.

Section 2. Approval of Agreement.

The Town Council hereby approves the Professional Services Agreement between the Town of Minturn and Short Elliott Hendrickson Inc. for the Bellm Bridge Replacement Project, in substantially the form presented to the Town Council.

Section 3. Authorization to Execute.

The Town Manager is hereby authorized to execute the Professional Services Agreement with Short Elliott Hendrickson Inc., and the Town Clerk is authorized to attest the same.

Section 4. Contract Amount.

The Agreement is approved in an amount not to exceed \$689,575, subject to annual

appropriation where applicable and subject to such non-material revisions as may be approved by the Town Manager and Town Attorney consistent with the intent of this Resolution.

Section 5. Project Funding.

Funding for the Agreement shall be from the Town's appropriated capital project funds for the Bellm Bridge Replacement Project, with eligible costs to be administered consistent with applicable CDOT and project funding requirements.

Section 6. Effective Date.

This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED this ____ day of _____, 2026.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 18th day of February, 2026 by and between the TOWN OF MINTURN, Colorado, a home rule municipality (“Minturn” or the “Town”), and SEH (the “Contractor”). The term “Contractor” is used here for convenience.

WHEREAS, the Town desires that Contractor perform the services of _____ 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 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 Consistent with the care and skill ordinarily exercised by members of Contractor’s profession practicing under similar circumstances at the same time and place. Contractor makes no warranties, express or implied, under this Agreement or otherwise in connection with the Scope of Services. The town is hiring geotechnical testing and related geotechnical services pursuant to a separate agreement.

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed _____ Dollars (\$_____.) as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by 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. **Outside Support Services and Subcontractor.** To the extent practicable, subcontractors whose principal place of business is Eagle County shall be used to perform the services under this Agreement. Any subcontractors shall be pre-approved by the Town. A rate sheet for such subcontractors shall be provided to the Town.

In every agreement with a subcontractor, Contractor will ensure that the following language is included:

- a. Insurance requirements consistent with the insurance requirements in this Agreement.
- b. A requirement to add the Town as a named insured on the subcontractor's comprehensive general liability insurance policy.
- c. An indemnification provision consistent with the indemnification provision in this Agreement that names the Town as an indemnified party.
- d. A provision naming the Town as an intended third party beneficiary with rights to enforce the agreement.

5. **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 And delivered by Contractor to Town 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. Contractor shall be entitled to rely on information or services furnished by Town or consultants directly retained by the Town and shall not be liable for damages arising from reasonable reliance on such materials.

6. **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.

7. **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.

8. **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

Town of Minturn
Professional Services Agreement

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. 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) per occurrence. 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 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.

Town of Minturn
Professional Services Agreement

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 to the extent caused by any negligent act or negligent omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement. Notwithstanding anything to the contrary, neither party shall be liable to the other for the following consequential damages: lost rents, increased expenses, loss of use, loss of income, lost profit, lost business, harm to reputation, and loss of management or employee productivity. The limitation on consequential damages does not extend to claims made by third parties or a breach that may impact the availability of funding for the Scope of Services and the construction of the Bellm Bridge due to a failure to timely and competently deliver the Scope of Services.

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

Town of Minturn
Professional Services Agreement

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. **Use of Software and other Intellectual Property.** Contractor hereby represents 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 caused by Contractor's Scope of Services.

12. **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.

13. **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 tortious acts, negligent acts, negligent errors, and negligent omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

14. **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.

15. **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. Any dispute between the Town and Contractor arising out of or relating to this Agreement and the Scope of Services shall be submitted to mediation as a precondition to litigation unless mutually agreed to by the parties in writing. Nothing herein shall prevent either party from filing litigation and seeking a stay thereof while mediation is pursued.

Town of Minturn
Professional Services Agreement

16. **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.*

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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:

Steve Kaye
Short, Elliott, Hendrickson, Inc.
2000 South Colorado Blvd, Suite 1200
Colorado Center Tower Two
Denver, CO 80222-7938

Town of Minturn
Professional Services Agreement

23. **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.

24. **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.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TOWN OF MINTURN, COLORADO

Rob Gutierrez, Town Manager

ATTEST:

Town Clerk

Town of Minturn
Professional Services Agreement

CONTRACTOR

By: Steve Kaye

Name: Steve Kaye

Title: Principal

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

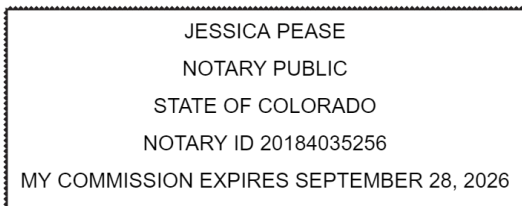
The foregoing Agreement was acknowledged before me this 18th day of
February, 2026 by Steve Kaye.

Witness my hand and official seal.

My commission expires: 09/28/2026.

{S E A L}

Jessica Pease
Notary Public



Notarized remotely using audio-video communication technology via Proof.

EXHIBIT A
SCOPE OF SERVICES

Bellm Bridge Replacement Design

Scope of Professional Services

Town of Minturn, CO

This document outlines the SEH's proposed scope of professional services for the Bellm Bridge Design project for the Town of Minturn, CO (Town). These services include hydrology and hydraulics engineering (H&H), survey, limited environmental permitting, subsurface utility engineering (SUE), utility coordination, structural engineering, ROW/easement assessment coordination, engineering services during bidding and construction phases, construction management (CM), construction inspection (CI), and material testing (MT). For further details regarding the project scope items listed below, please refer to the Assumptions & Exclusions section later in this document.

Geotechnical engineering services are required for this project. However, these services are not included within SEH's scope of work for this project. The Town is expected to directly engage an independent consultant to deliver these services.

The fee estimate is included as an attachment to this proposal letter. This estimate provides a breakdown of the anticipated fees for the **Design Phase (Tasks 1 through 8)**, the estimated fees for the **Construction Phase (Tasks 9 and 10)**, as well as the total estimated project cost including Tasks 1 through 10. All subconsultant scopes of work and their associated fee proposals are also enclosed, along with the SEH rate sheet for your reference. The scope and fee for Task 10 are preliminary and provided for information purposes only. A more accurate scope and fee estimate for CM, CI, and MT will be developed and submitted to the Town as the design nears completion.

Estimated Fee for Design Phase: \$397,767

Estimated Fee for Construction Phase: \$291,808

Estimated Total Project Cost: \$689,575

Refer to **Attachment 1** for a cost breakdown.

Scope of Professional Services

Task 1: Project Management

1. Develop and maintain a project work plan, schedule, budget, Project Management Plan (PMP), Quality Management Plan (QMP), and design criteria.
2. Conduct design progress meetings with the Town and CDOT as needed.

3. Prepare meeting agendas and minutes.
4. Manage subconsultants, including coordination with the project geotechnical engineer.
5. Prepare a presentation and present at the Town Council meeting.
6. Prepare monthly invoices and progress reports.

Task 2: Data Collection

1. Review of the existing documents.
2. Perform ROW and boundary surveys.
3. Obtain Title Commitments.
4. Perform Horizontal utility locates (QL-D through QL-B)
5. Develop a Utility Conflict Matrix and reach out to the utility owners to coordinate relocation and/or protection needs.

Task 3: FIR Design

1. Senate Bill 40 (SB40): SEH will be responsible for consulting and coordinating with Colorado Parks and Wildlife (CPW) to obtain Wildlife Certification.
2. Evaluate the new location of the south abutment while coordinating with the H&H team to determine the optimal structure span length.
3. Coordinate with a bridge fabricator to obtain preliminary bridge reactions and cost and discuss steel finish options.
4. Perform preliminary bridge foundation design calculations.
5. Draft and complete a Structure Selection Report (SSR).
6. Develop preliminary quantity calculations and an FIR level Engineer's Opinion of Probable Construction Cost (OPCC).
7. Develop an FIR level plan set and SUE plans.
8. Perform internal QA/QC reviews prior to submitting for agency reviews.

Task 4: FOR Design

1. Address FIR agency review comments.
2. Coordinate with CDOT environmental staff to determine the need for additional services (environmental field surveys, permit applications, special analyses).
3. Finalize the Structure Selection Report (SSR).
4. Coordinate with a bridge fabricator to obtain updated reactions, bearing requirements, and construction specifications for bridge unit's performance design.
5. Prepare two sets of structural design calculations for bridge abutments, wingwalls, foundation, and retaining walls.

6. Create erosion control and storm water management plan (SWMP) sheets in accordance with CDOT procedures.
7. Develop project construction specifications using the most recent CDOT specs.
8. Update the estimated quantities and develop a final OPCC.
9. Create and stamp ROW plans in accordance with CDOT ROW criteria.
10. Attend a ROWPR meeting with CDOT ROW staff.
11. Perform internal QA/QC reviews prior to submitting for agency reviews.

Task 5: Final Design

1. Address FOR agency review comments.
2. Create a final major structure submittal package. Refer to Deliverables section for details.

Task 6: Hydrology & Hydraulics

1. Develop a 1D HEC-RAS model for current bridge conditions using FEMA's effective hydraulic model and new topographic data. If FEMA model is unavailable, the hydraulic model that was developed during the feasibility study would be used.
2. Model the proposed truss bridge, assuming a clear span and relocated south abutment
3. Evaluate "no-rise" condition to determine the need for FEMA Submittals
4. Determine size and extent of bank armoring (riprap, boulders, or grouted rock) for bridge approaches up to the 100-year peak discharge.
5. Calculate scour depths for proposed conditions using FHWA HEC-18 and CDOT Bridge Design Manual. Design scour countermeasures if needed.
6. Prepare a report detailing hydraulic analysis, bank protection, scour calculations, and cost estimates.
7. Provide standard riprap detail and custom grouted rock detail if needed.
8. Provide non-standard specifications.
9. Provide a No-Rise Certification Letter for permitting purposes.
10. Inform USACE of planned work and attend one in-person meeting.

Task 7: ROW Acquisition

1. Assess ROW impacts and determine easement needs.
2. Schedule and meet at least once with landowners in the field. See Assumptions section for number of landowners. Additional virtual meetings with landowners and the Town will be scheduled as needed.
3. Prepare Legal Description for proposed ROW and easements.

4. Prepare notices, offers, and conveyance documents using Town-approved templates.
5. Meet with owners for “good faith” negotiations (minimum 30-day period). If impasse, Provide support for condemnation proceedings.
6. If required, request property owners to consider an interim Possession Agreement that will provide the Town with the rights to occupy the area necessary for the project construction while negotiations continue.
7. Facilitate closings and payment requests.

Task 8: Engineering Services during Bidding Phase

1. Attend a pre-bid meeting.
2. Provide responses to the bidders’ questions.
3. Review Contractor bid tabulations and provide Engineer’s recommendation.

Task 9: Engineering Services during Construction

1. Attend an in-person pre-construction meeting.
2. Review shop drawings and submittals.
3. Respond to the Contractor's RFI's.

Task 10: Construction Management, Construction Inspection, Material Testing (CM, CI, MT)

1. Provide construction management and construction services for the construction of a single span prefabricated bridge structure. Services to cover preconstruction, construction, and post-construction phases.
2. Mobilize a full time Project Engineer (licensed PE) and a combined Inspector/Tester near the construction site.
3. Provide material testing services during construction.
4. Provide CM, CI, MT, Buy America/Build America documentation according to CDOT requirements.

Task 11: Supplemental Grant Support (Optional)

Our internal resources can assist the Town in preparing supplemental BRO grant application documents if needed.

Task 12: Bridge Lighting and Aesthetics Design (Optional)

SEH has the capability and resources to provide lighting and aesthetics design. These services include custom lighting for this crossing and additional structural attachments to support the flags currently placed on the existing Bellm Bridge.

Deliverables

- Final Design Submittal Package
- SUE Plans
- Bid Documents
- Wildlife Certification
- Hydraulics Report
- Letter of “no-rise” certificate (if applicable)
- Structure Selection Report
- Utility Conflict Matrix
- Town Council meeting presentation slides and graphics

Assumptions & Exclusions

General

1. Any item not explicitly included is explicitly excluded.
2. The fees outlined in this proposal assume that the Notice to Proceed (NTP) will be issued before April 2026 and that the design phase will not exceed a maximum duration of sixteen (16) months. If NTP or the project extends beyond these, fees may be reviewed and adjusted.
3. Scope includes one (1) site meeting, up to twenty (20) virtual milestones and progress meetings (16 design progress meetings, DSR meeting, FIR meeting, FOR meeting, ROWPR meeting), and attendance at the pre-bid and pre-construction meetings.
4. Scope includes all efforts for preparing and presenting one presentation for the Town’s Council Meeting. Additional public involvement or stakeholder engagement services beyond the presentation are recommended but not currently included in this scope.
5. Scope includes addressing one round of review comments per each submittal from the Town, CDOT, and other agencies. Submittals include FIR design package, FOR design package, ROW plans and documents, and final submittal package.
6. Scope includes efforts for coordinating with the geotechnical firm, reviewing the geotechnical report, and any additional design related coordination the project geotechnical engineer.

7. SEH can provide any additional services requested by the Town. Payment for these services will be based on the time required to complete the work, using the billable rates of employees directly involved in the project, along with any associated expenses and equipment charges. These additional services will only be performed after receiving written authorization from the Town. Following the Town's direction, any additional services will be identified as needed and treated as amendments to the contract. Consequently, this fee proposal does not include a design contingency. If desired by the Town, a design contingency of 7% to 12% is recommended.

Structural – SEH

1. Scope assumes up to one site visit by SEH structural team for project site observation.
2. Scope includes coordination with one bridge fabricator to obtain preliminary bridge reactions, design requirements and specifications for one prefabricated, vehicular, steel bridge unit.
3. Structural design scope includes design of cast-in-place (CIP) concrete abutments, CIP wingwalls, a deep foundation system, and one (1) type of retaining wall in accordance with AASHTO LRFD Bridge Design Specifications and CDOT Bridge Design Manual.
4. Scope includes two (2) sets of design and quantity calculations as required by CDOT LA project delivery.

SUE and Utility Coordination – SurvWest

1. All SUE investigation scope items will be performed in accordance with ASCE 38-22 and Colorado Revised Statutes Title 12, Article 120, Part 3.
2. SUE scope includes Quality Level D (QL-D) through QL-B investigation and an assessment for test hole needs/selection. All visible utility appurtenances, paint marks, and exposed utilities will be surveyed by field staff and reviewed by licensed professional surveyors and engineers.
3. Utilities lacking tracer wire, access points, or conductive components cannot be designated using electromagnetic methods and will default to QL-D if records exist.
4. Scope includes preparing a utility contact list and communication log for all known utility owners (estimated six), preparing and submitting record and data requests, up to 80 hours of utility coordination, and development of a Utility Conflict Matrix.
5. The current SUE scope does not include QL-A locates (utility test holes). The approximate cost to perform 10 test holes is \$47,684. The need for test holes, as well as their number and location, will be determined during the preliminary design phase.
6. Ground Penetrating Radar (GPR) is not anticipated and is excluded from this scope but may be added at additional cost if needed.

Survey and ROW Mapping – SEH

1. Scope includes appraisal staking of parcels.
2. Scope excludes ROW monumentation.
3. Topographic and channel surveys collected during the feasibility study phase are assumed to suffice for the design phase. If additional topo or channel surveys are required to complete the design, a fee adjustment may be necessary.

Environmental – SEH

1. As per our discussion with CDOT, this scope assumes that the Town and CDOT Region 3 staff will provide Initial Site Assessment (ISA) including Hazardous Material observations, non-reporting Section 404 permit documentation, Section 7 Threatened and Endangered Species (T&E) assessment and documentation, desktop review of Cultural and Historic Resources, and Specification 240 for migratory birds. SEH highly recommends notifying the U.S. Army Corps of Engineers (USACE) about the project despite the intended non-reporting 404 permit.
2. SEH's environmental scope only includes Senate Bill 40 (SB40) and consultation with CPW to obtain Wildlife Certification. SEH will also provide CDOT with a "worst case" ROW exhibit at the FIR design submittal. All other permitting tasks and fees and environmental-related site visits are excluded from this scope at this time but may be added later at an additional cost to the project.
3. On-site Wetland Delineation is not needed as per CDOT R3.

Hydrology and Hydraulic (H&H) – Merrick

1. Scope does not include analysis or cost estimates for more than one bridge crossing.
2. H&H design scope assumes that a "no-rise" condition in the hydraulic model is achievable. If this outcome is deemed not feasible during the preliminary design phase, a scope and fee adjustment would be required. These additional services would most likely include FEMA's map revision process, typically involving a Conditional Letter of Map Revision (CLOMR) followed by a Letter of Map Revision (LOMR).
3. Scope does not include permit applications/preparation (including CLOMR/LOMR).
4. Scope does not include floodway determination or 2D modeling.

ROW Acquisition – Western States Land Services

1. Scope and fee assume full compliance with Uniform Act.
2. Scope assumes up to three (3) property owners are affected.

3. All valuations are assumed to be done in-house through Waiver Valuation using comparable sales. If appraisals or reviews required by CDOT become necessary to determine Fair Market Value, additional charges will apply.
4. Scope assumes no new utility easement acquisitions are needed.
5. Scope includes up to three (3) Legal Descriptions and two rounds of Title Reports for up to three (3) properties (six total Reports).

Engineering Services during Bidding Phase – SEH

1. Scope assumes attendance at one pre-bid meeting.
2. Scope includes responding to up to five (5) bid-related questions, preparing bid tabulations, and providing engineer's recommendations.

Engineering Services during Construction – SEH

1. Scope assumes attendance at one virtual pre-construction meeting.
2. Scope of construction phase services assumes review of up to four (4) shop drawings/submittals and responding to up to three (3) RFI's.

CM, CI, MT – TBD

1. Scope and fee are preliminary and for information purposes only.
2. Scope assumes a construction duration of 4 months in fall of 2027 and winter of 2028.
3. Fees include two full-time staff (a Project Professional Engineer and an Inspector/Tester) and two part-time staff (a Principal Engineer and a staff engineer for Materials Review).
4. Fees include materials testing and lab time. Testing covers the following: Soils testing for the abutments, concrete testing for the abutments, deck material testing.
5. Fees include per diem and lodging for full-time staff.

Approximate Project Timeline

The following outlines the projected timeline for this project. Please note that this schedule is provided as an estimate and is subject to change. There are several factors beyond SEH's control, such as permitting, weather conditions, agency review periods, and third-party coordination, which could impact the overall project schedule.

Notice-to-Proceed	March 2026
FIR (30% Design) Submittal	July 2026
FOR (90% Design) Submittal	December 2026
Construction Advertisement	July 2027

Attachment 1**Bellm Bridge Replacement Design**

Town of Minturn

Date: 2/16/2026

**Design Phase**

No.	Task	SEH Hours	Task Fee
1	Project Management & Meetings	238	\$ 51,173
2	Data Collection	329	\$ 90,548
3	FIR Design	325	\$ 59,967
4	FOR Design	328	\$ 81,220
5	Final Design	104	\$ 23,254
6	Hydrology & Hydraulics	8	\$ 59,028
7	ROW Acquisition	8	\$ 27,993
8	Engineering Services during Bidding Phase	20	\$ 4,584
Estimated Design Phase Totals		1,360	\$ 397,767

Construction Phase

No.	Task	SEH Hours	Task Fee
9	Engineering Services during Construction	40	\$ 9,024
10	CM, CI, MT	22	\$ 282,784
Estimated Construction Phase Totals		62	\$ 291,808

Estimated Project Totals		1,422	\$ 689,575
---------------------------------	--	--------------	-------------------

Additional Services (Optional)

No.	Task	SEH Hours	Task Fee
11	Supplemental Grant Support (Optional)	25	\$ 5,696
12	Bridge Lighting and Aesthetics Design (Optional)	73	\$ 14,900
Estimated Additional Services Totals		98	\$ 20,596



SEH Rate Schedule

Town of Minturn

Bellm Bridge Replacement Design

Rates are valid from December 1, 2025 through July 31, 2027.

Title/Classification	Billing Rate	
	Min	Max
Principal	\$ 235	\$ 300
Project Manager	\$ 215	\$ 285
Senior Project Specialist	\$ 220	\$ 295
Project Specialist	\$ 150	\$ 215
Senior Professional Engineer II	\$ 200	\$ 265
Senior Professional Engineer I	\$ 190	\$ 220
Professional Engineer II	\$ 170	\$ 205
Professional Engineer I	\$ 140	\$ 190
Engineer-In-Training (EIT)	\$ 120	\$ 170
Graduate Engineer	\$ 100	\$ 130
Intern	\$ 60	\$ 105
Project Design Lead	\$ 190	\$ 270
Lead Technician	\$ 110	\$ 190
Technician	\$ 70	\$ 140
Accountant	\$ 110	\$ 145
Administrative Professional	\$ 95	\$ 130
Professional Land Surveyor	\$ 185	\$ 235
Lead Resident Project Rep.	\$ 110	\$ 185
Senior Project Rep.	\$ 90	\$ 165
Project Representative	\$ 75	\$ 145
Survey Crew Chief	\$ 110	\$ 175
Survey Instrument Operator	\$ 70	\$ 125

SEH SCHEDULE OF EXPENSES

VEHICLE MILEAGE RATES

Current IRS rate if IRS rate is whole cents,
otherwise rounded down to nearest whole

VEHICLE ALLOWANCE COSTS

Resident Project Representative \$16.00/day
Survey and Field Vehicle \$7.50/hr +
mileage as
referenced
above

SURVEY AND LOCATE EQUIPMENT

Tier 3 Drone \$135.00/hr
3D Scanner (SX-10) \$35.00/hr
Robotic Total Station \$30.00/hr
Global Positioning System (GPS) \$30.00/hr
Magnetometer \$10.00/hr

OTHER EQUIPMENT EXPENSES

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH. No greater than cost plus 10%.

October 29, 2025



Parsa Kolahi
Short Elliott Hendrickson, Inc.

RE: Minturn Bellm Bridge Project – Proposal for Hydraulic Analysis

Dear Parsa,

Merrick & Company (Merrick) has been asked by SEH to provide a hydraulic analysis including bridge scour calculations for the Minturn Bellm bridge project in Minturn, Colorado. The bridge site is on the Eagle River.

Project Background

Alternative 2 from the Bellm Bridge Feasibility Study Report previously prepared by SEH will proceed to final design. The existing bridge site is a 103-foot-long structure with three (3) instream piers. Some of the piers have exposed footings as shown in site photos. Alternative 2 proposes a 77-foot-wide truss style bridge which will not have instream piers and will require fill on each side of the structure. The proposed fill will reduce conveyance capacity while removing the existing piers will add capacity. The net effect the 100-year flood elevation will be determined by the work described in the scope below. Scour depth calculations will also be performed and, if scour counter measures are required, Merrick will assist with countermeasure design.

Merrick reviewed available data, including effective Flood Insurance Rate Map (FIRM) panels published by FEMA. The project site is within a Zone AE floodplain based on detailed hydraulic modeling. Therefore, Merrick intends to use effective hydrologic data and hydraulic models from FEMA as the basis for our analysis. Our proposal accounts for the possibility of FEMA data gaps, as documented in the Scope below.

Scope

Specific work tasks to be completed by Merrick include:

- 1. Existing Conditions Hydraulic Model.** Merrick will develop a 1D HEC RAS model reflecting existing project conditions. This model will be based on FEMA's effective hydraulic model of the Eagle River. Merrick will obtain the current regulatory model and modify it as needed based on new topographic data, existing bridge conditions, and current stream roughness values for a limited reach - approximately 200-feet upstream and downstream of the bridge. Merrick intends to use effective hydrology from FEMA's Flood Insurance Study (FIS). No new hydrology will be completed as part of this scope.

It is assumed that new survey data, including a bathymetric survey, will be completed by others and provided to Merrick for this task. Additionally, it is assumed that the effective hydraulic model will be available in a HEC-RAS format. If the effective model is only available in a HEC-2 format, Merrick will convert the HEC-2 model to HEC-RAS format. Conversion of a HEC-2 model is outside the proposed scope and, if required, a separate change order will be prepared. If a complete FEMA regulatory model cannot be located, Merrick will prepare an existing conditions model based on the hydraulic model prepared by SEH and included in the RFQ document package.



2480 W. 26th Street, Unit B225
Denver, Colorado 80211



Tel: +1 303-964-3333



hello@merrick.com
www.merrick.com

2. **Proposed Conditions Hydraulic Model.** Merrick will develop a proposed condition hydraulic model based on Alternative 2. Merrick's goal will be to demonstrate no-rise in the 100-year flood elevations for the new structure, which will require coordination with SEH to possibly change the bridge width and/or adjacent river sections. If a no-rise condition can be obtained, then a CLOMR and LOMR submittal process to FEMA will not be required. If a change in flood elevation is unavoidable, FEMA submittals will be required. This proposed scope does not include submittals to FEMA, and if they are ultimately required, a separate change order will be prepared.
3. **Bank Armoring Design:** Merrick will determine the size and extents of bank armoring required to protect bridge approaches up to the 100-year peak discharge. Bank armoring may consist of riprap, boulders, or grouted rock.
4. **Scour Calculations.** Scour calculations will be prepared for the proposed conditions once all possible design modifications described above have been completed. Calculations will be based on FHWA HEC-18 and the CDOT Bridge Design Manual. If necessary, scour countermeasures will be designed.
5. **Preliminary Opinion of Probable Cost.** Material quantities for bank armoring and scour countermeasures will be estimated. A preliminary opinion of probable cost will be prepared using unit rates from the most recent CDOT Cost Data Book. Project elements designed by others will be excluded from this opinion of probable cost.
6. **Hydraulic Analysis Design Report.** A report will be prepared that includes a description of the hydraulic analysis, bank protection design, scour calculations, and the preliminary opinion of probable cost.
7. **Final Design Drawings.** It is anticipated that the following sheets will be required:
 - a. Plan View – An initial site plan drawing will be prepared by SEH at a suitable scale to show the bridge site as well as proposed bank and scour protection improvements. Merrick will redline a PDF of the base drawing for drafting by SEH. Based on current project information, we assume that new transition grading and upstream and downstream bank protection is needed so the plan view reviewed by Merrick will be limited to the immediate bridge site.
 - b. Sections Sheet. A sheet showing sections at bridge abutments and typical sections. Similar to the above, SEH will prepare section base sheets that Merrick will redline a PDF for drafting by SEH.
 - c. Details Sheet. A sheet showing typical details and standard details. Merrick will provide a standard riprap detail in AutoCAD .dwg format for SEH to incorporate into the drawings. We expect that a custom grouted rock detail would be completed by Merrick if grouted rock is selected for the protection measure.
8. **Specifications.** We assume that CDOT specifications will be used. If materials not included in CDOT standard specifications (e.g., grouted boulders) are to be used Merrick will modify specifications from MHFD or other appropriate source.
9. **No Rise Certification Letter.** Merrick will provide a no-rise certification letter for the project which could be used for grading and construction permits.
10. **USACE Permit Coordination.** Merrick will send design information to USACE regarding the project to inform the USACE of the planned work and attend one (1) in-person meeting. From that point, we understand that a USACE 404 permit and other permits may be required. We assume that any USACE permit applications will be prepared by others with limited Merrick support.
11. **Coordination with SEH.** Merrick will answer hydraulic-related questions from SEH. The estimated time for this effort is 8 hours.
12. **Progress Meetings.** Merrick will attend two (2) progress meetings, conducted virtually, with SEH and the City.

Excluded Work Tasks

The work will not include:

1. Analysis or cost estimates for more than one bridge crossing
2. Permit applications or permit preparation (including but not limited to a CLOMR or LOMR)
3. Floodway determination
4. 2D Modeling
5. Site visit

Deliverables

Deliverables include:

- Hydraulic Design Report in PDF format.
- Design Drawings. Drawings Described above, with redline support by Merrick. Merrick will stamp and seal scour protection drawings (if needed) prepared under our supervision.

Fee Estimate

The fee estimate for the above tasks is shown in the attached detailed fee estimate.

As shown in the attached fee estimate, Merrick estimate of engineering support is **\$52,100**. Project costs will be invoiced on a time and materials basis up to the estimated fee using the attached rate schedule through 2026.. We anticipate that most work will be completed in 2026, with only a nominal effort needed in 2027. If work is required beyond 2026, a budget increase may be required due to a rate schedule update for 2027. If anticipated work is beyond the estimated fee, Merrick will discuss with SEH any additional effort before the work begins.

Assumptions

Merrick assumes the following:

- **Survey.** Site survey, provided by others, will include a bathymetric survey and include a complete surface integrated with topography
- **Site Visit.** Not included in this scope.
- **Hydraulic Design Report.** PDF format is acceptable.
- **No Rise Conditions.** We assume that no-rise conditions will be achieved. If the proposed design results in a water surface rise, then CLOMR and LOMR submittals to FEMA will be needed. The scope and cost for this effort is not included.
- **Design Drawings.** Drawings described above. We assume that additional sheets that are not listed will require a contract amendment before any work is started.
- **Erosion Control or SWMP Plans.** It is assumed that erosion control documents and any environmental reports will be prepared by others.
- **CDOT Formats.** We assume that SEH will prepare title blocks and other CAD templates that are compatible with the CDOT process for use by Merrick.
- **Drawing Conversions.** We assume that standard conversions from CAD DWG to DGN formats will be acceptable with no further file editing required.
- **FOR / FIR Meetings.** It is assumed that Merrick will not need to attend these meetings.
- **Geotechnical Investigation for Scour Calculation Parameters** – We assume that geotechnical information (d_{50} or median diameter of channel substrate) will be provided to Merrick. Geotechnical information will be used for estimating scour depth.

Schedule

Merrick will proceed with the hydraulic analysis once the existing survey surface is provided. We estimate that the work will take approximately six (6) months to complete. The project will depend on the bridge design schedule and input from other entities which are not in Merrick's control.

Thank you for considering this proposal and please contact me at (303) 800- 9048 if you have any questions or comments.

Sincerely,

MERRICK & COMPANY



Brian Chevalier, PE, PMP
Project Manager

cc: File

Appendix A

Detailed Fee Estimate

Rate Schedule

Alternative 2 Drawings



SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2026

PROJECT MANAGEMENT

Assistant Project Manager	\$	249.00
Project Manager	\$	260.00
Senior Project Manager	\$	270.00

PROJECT ENGINEERING

Engineer I	\$	135.00
Engineer II	\$	156.00
Engineer III	\$	171.00
Engineer IV	\$	187.00
Engineer V	\$	208.00
Senior Project Engineer	\$	218.00
Technical Practice Lead	\$	296.00
Sr. Technical Practice Lead	\$	322.00

FIELD ENGINEERING

Construction Observer I	\$	145.00
Construction Observer II	\$	166.00
Construction Observer III	\$	187.00
Construction Observer IV	\$	208.00
Construction Observer V	\$	228.00
Senior Construction Observer	\$	254.00
Construction Practice Lead	\$	270.00
Sr. Construction Practice Lead	\$	301.00

DRAFTING

Designer I	\$	114.00
Designer II	\$	135.00
Designer III	\$	156.00
Designer IV	\$	166.00
Designer V	\$	187.00
Senior Designer	\$	218.00
Design Manager	\$	228.00
Design Practice Lead	\$	254.00
Senior Design Practice Lead	\$	270.00

ADMINISTRATION & PROCESS CONTROLS

Admin I	\$	114.00
Admin II	\$	135.00
Admin III	\$	156.00



Admin IV	\$	166.00
Project Coordinator I	\$	135.00
Project Coordinator II	\$	156.00
Project Coordinator III	\$	176.00
Project Coordinator IV	\$	197.00

FUNDING SERVICES & GOVERNMENT AFFAIRS

Funding Specialist I	\$	135.00
Funding Specialist II	\$	156.00
Funding Specialist III	\$	176.00
Funding Manager	\$	197.00
Sr. Funding Services Lead	\$	208.00

SURVEY & GIS

Survey Project Manager	\$	262.00
Principal PLS Surveyor	\$	288.00
Project Controls / Administration	\$	116.00
Lead Surveyor	\$	147.00
GPS Processor	\$	147.00
Party Chief RLS	\$	119.00
Party Chief	\$	96.00
Instrument/Rod Person	\$	63.00
SUE / Utility Designations / Utility Locator	\$	128.00
Sr. Professional Land Surveyor	\$	247.00
Professional Land Surveyor	\$	164.00
Survey Technician	\$	123.00
Remote Sensing / GIS Project Manager	\$	275.00
Aerial Triangulation (AT) Technician	\$	170.00
Photogrammetry Supervisor	\$	224.00
Photogrammetry Technician	\$	102.00
Imagery Supervisor	\$	170.00
Imagery Analyst	\$	130.00
GIS Supervisor (ArcInfo)	\$	200.00
GIS Analyst (ArcInfo)	\$	104.00
GIS Applications Supervisor	\$	200.00
GIS Applications Senior Analyst	\$	166.00
GIS Applications Analyst	\$	166.00
QC/Edit Supervisor	\$	224.00
QC/Edit (CAD) Technician	\$	95.00
Lidar / Imagery Flight Planning	\$	112.00
Lidar / Imagery Data Collection	\$	85.00
Lidar Post-processing (GNSS, IMU, Laser)	\$	127.00
Lidar Classification	\$	97.00
Imagery Post-processing (GNSS, IMU, EO)	\$	170.00
Lidar / Imagery Project Management	\$	329.00
MARS® Support / Training	\$	138.00
Hyperspectral Scientist	\$	353.00

OTHER

Subconsultant	Cost + 10%
Courier	Cost + 10%
Expert Witness Court Appearance	\$3,250.00/day
G.P.S. System	\$140/unit/day
Workstations/Specialized Equipment (Minimum Charge \$30.00)	\$60.00/day
Minimum Charge	\$30.00
Personal Vehicle Mileage	Current Allowable IRS Rate
Company Vehicle Mileage	\$0.86/mile + \$18.00/hour
UAS	\$150/day
ATV	\$150/day
NavVis	\$1,200.00/day
GPS/Survey Equipment	\$10.50
Special Software	Cost + 10%
Other Materials or Equipment	Cost + 10%

Above standard rates will be held firm through December 31, 2026.
Client will be notified in writing of any requested changes.





Acquisition and Relocation Specialists
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602
Metro: (303) 938-1414
Wslsrow.com

November 3, 2025

Parsa Kolahi, PE
Bridge Project Manager
Short Elliott Hendrickson Inc.

RE: Bellm Bridge Replacement Project – Town of Minturn – ROW Acquisition Services

Dear Mr. Kolahi,

Pursuant to our recent communications, please accept this letter from Western States Land Services, LLC (“Western States”) as our brief proposal to provide acquisition services to the Town of Minturn related to the Bellm Bridge Replacement Project (the “Project”).

PROJECT DESCRIPTION

It is our understanding the Town of Minturn (“Town”) would like to replace Bellm Bridge along Main St. which could require property interests from three (3) individual property owners. This Project will receive federal funding and therefore our acquisition efforts must conform with the Real Property Acquisition Policies Act of 1970 (Uniform Act). If the number of affected owners increases through the scoping of this project this would require a revision to this proposal. We assume no relocation services are necessary for this Project.

SCOPE OF SERVICES

In order to provide the necessary property interests to the Town as outlined above, Western States will perform the following services:

- A. Meetings and general coordination / research. Western States will meet with the appropriate co-consultants and Town representatives to assist with the various coordination efforts and design review. We plan to use web-based virtual meetings when feasible but remain available to meet in person as necessary. We would expect to meet with each of the landowners at least once in the field as well.
- B. Valuation: WSLS assumes all valuations can be performed in-house via Waiver Valuation utilizing comparable sales. If appraisals become necessary, this and appraisal reviews as required by CDOT, to establish FMV (Fair Market Value) will be required at an additional cost.
- C. Preparation of Documentation: Western States will work with the Town to prepare the necessary notices, offers or final offers. We anticipate using standard Town conveyance documents. All documents shall be reviewed and approved by the Town before we use them. Our staff will use the templates approved by the Town to prepare landowner specific packets. We assume we will

use a statutory acquisition process and will ensure that our acquisition efforts meet all of the requirements for good faith negotiations.

- D. Negotiations: Once Notices/Offers have been issued, Western States will attempt to meet with each property owner and/or their representatives in an effort to establish “good faith” negotiations and resolve the acquisition by voluntary settlement. Typically, federal and CDOT policies require that the negotiations remain open for at least 30-days in order to allow a reasonable opportunity for the property owner to consider and negotiate the Town’s Offer. During these negotiations, we will maintain current communication with the Town regarding the status of the negotiations and any issues that may arise. At the conclusion of the 30-day negotiation period, in the event any right of way remains to be acquired, we will review with the Town the status of the negotiations and the potential to obtain same through continued voluntary negotiations. A Final Offer may be issued at this time. If we believe that the negotiations are reaching a point of impasse with any particular property owner, we will review the specific circumstances with the Town and request guidance as to whether or not the Town wishes to pursue the acquisition of the right of way and/or easements through condemnation or consider alternatives. When appropriate, we can request that a property owner consider an interim Possession Agreement that will provide the Town with the rights to occupy the area necessary for the project construction while negotiations continue.
- E. Closings: Upon obtaining executed Agreements, the documentation will be forwarded for final review and approval by the Town. Executed IRS W-9 forms will accompany signed Agreements from the property owners in order to facilitate payment requests. Upon acceptance of executed Agreements with property owners by the Town we can act as the Town’s Agent for final closings or; if the Town prefers to obtain title insurance, we can coordinate the closings with the title company.
- F. Condemnation: If it is determined that the Town must seek acquisition of any of the right of way and/or easements through condemnation, Western States will be available to provide support to the Town’s legal counsel and testimony in District Court relative to our negotiations, to provide for immediate possession of necessary property interests.

SERVICES TO BE PROVIDED BY THE TOWN

It is our understanding that the Town or other consultants will provide the following services:

- A. Engineering and design information, including necessary plans.
- B. Title Reports and updates as necessary.
- C. Surveys and legal descriptions including individual descriptions and exhibits for each parcel to be acquired.
- D. Survey Staking
- E. Legal assistance and advice relating to matters that may be raised during the negotiations, including contracts, contractual terms and the like.

COST ESTIMATE

ACQUISITION

In order to perform the services delineated above, Western States provides the following estimate based on pursuing property interests from up to three (3) individual ownerships:

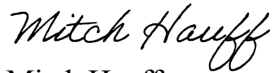
Project Manager/Sr. Agent	140 hours x \$125 per hour	\$ 17,500.00
Clerical	25 hours x \$90 per hour	\$ 2,250.00
Waiver Valuations	3 x \$500/each	\$ 1,500.00
		\$ 21,250.00
 <u>Expenses: mileage, copies, facsimiles, postage, telecom</u>		 <u>\$ 2,500.00</u>
Estimated WSLs Total		\$ 23,750.00

GRAND TOTAL **\$ 23,750.00**

The above estimate is for acquisition and relocation services through statutory negotiations and is based upon current information. As with all of our work, we note that the fee estimated above is not a fixed bid and we would only charge for the actual time and expenses incurred during the conduct of our acquisition services.

Thank you and should you have any questions regarding this preliminary proposal, please contact me at your earliest convenience.

Sincerely,
WESTERN STATES LAND SERVICES, LLC



Mitch Hauff
Principal

November 13, 2025

Parsa Kolahi, P.E. (CO, AZ, TX)

Bridge Project Manager | Associate
Short Elliott Hendrickson Inc. (SEH®)
c: 832.468.0008 | o: 720.540.6800

RE: BD250134 – SEH – Minturn – Bellm Bridge Replacement
Subsurface Utility Engineering (SUE) & Utility Coordination Services

Dear Mr. Kolahi,

SurvWest, LLC (SURVWEST) is pleased to submit this proposal to Short Elliott Hendrickson Inc. (SEH®) for **Subsurface Utility Engineering (SUE)** and **Utility Coordination** services for the **Bellm Bridge Replacement Project** in Minturn, Colorado.

Optional

The proposed scope includes SUE investigations from **Quality Level D through Quality Level A** in accordance with **ASCE 38-22** and **Colorado Revised Statutes Title 12, Article 120, Part 3**, as well as full **Utility Coordination** with all impacted utility owners.

An **Interim SUE Deliverable** (QL-D through QL-B) will be provided for test-hole selection. Final deliverables include a complete QL-D through **QL-A** base file, **test-hole logs**, and a **signed and sealed SUE plan set**.

Optional

We appreciate the opportunity to support SEH and the Town of Minturn on this important project. Please let me know if additional information is needed.

Sincerely,



Bobby Belmont

Director of Operations | SurvWest, LLC
c: 334.790.0323 | e: bbelmont@survwest.com
www.survwest.com

Scope and Approach

SurvWest, LLC (SURVWEST) is pleased to provide **Subsurface Utility Engineering (SUE)** services for the **Bellm Bridge Replacement Project** in Minturn, Colorado. All services will be performed in accordance with **ASCE 38-22** and applicable **Colorado Revised Statutes (Title 12, Article 120, Part 3)** governing the practice of professional engineering. The intent of this work is to identify, map, and verify existing underground utilities within the defined project limits to support bridge design and construction planning. See Figure A for project Scope Area which encompasses approximately 250' of Riverbank and no more than 50' from the top of bank.

Figure A: Minturn Colorado SUE Scope of Work Area



SUE Services

SURVWEST will perform the following SUE tasks:

- **Quality Level D (QL-D):** Compilation and review of existing utility records, as-built drawings, and GIS data from utility owners and the Town of Minturn. All available information will be analyzed and incorporated into preliminary utility mapping.
- **Quality Level C (QL-C):** Field verification of visible surface utility features such as manholes, valve boxes, meters, hydrants, pedestals, and other appurtenances. These features will be surveyed to project control and correlated with QL-D record data.
- **Quality Level B (QL-B):** Designation of underground utilities using appropriate electromagnetic and passive locating techniques. SURVWEST will collect all data using total station and/or GPS equipment to ensure high positional accuracy tied to the project coordinate system.
- **Quality Level A (QL-A):** Test hole verification of selected utilities will be performed at locations provided by SEH following the Interim SUE Deliverable.
 1. Standard test holes will be excavated to a **maximum depth of 8 feet**, unless deeper excavation is authorized by SEH.
 2. For the **waterline crossing within the Eagle River**, SEH has approved excavation **deeper than 8 feet if soil and riverbed conditions safely allow**.
 3. SURVWEST and NG Companies will assess rock content, compaction, hydrovac performance, and riverbed stability to determine feasible depth.
 4. If the target utility is not located within safe excavation limits, the test hole will be backfilled and SEH notified.

Optional

Utility Coordination

SURVWEST will provide **Utility Coordination** services to supplement the SUE investigation and support project design.

This includes professional coordination with all affected utility owners to collect, verify, and document utility information and facilitate relocation planning.

The scope includes:

- Preparing and maintaining a **utility contact list** and communication log for all known utility owners (estimated six total).
- Preparing and submitting **record and data requests**, tracking responses, and following up as needed.
- Attending **coordination and progress meetings** with SEH, the Town of Minturn, and utility representatives (virtual or in-person).
- Developing a **Utility Conflict Matrix** and summary identifying potential conflicts with bridge or approach work.
- Coordinating with utility owners to obtain **clearance statements** or relocation plans and documenting all correspondence.
- Preparing a **final Utility Coordination Log** and summary report suitable for inclusion in the design record.

Deliverables

- **Interim SUE Deliverable:**

AutoCAD Civil 3D Base File containing all utilities mapped at **Quality Levels D through B**, prepared in accordance with ASCE 38-22 documentation standards.

This deliverable will be provided to the **client for review and selection of proposed QL-A Test Hole locations** prior to final verification activities.

B (QL-A Optional)

- **Final SUE Deliverable:**

Comprehensive AutoCAD Civil 3D Base File including **Quality Levels D through A**, accompanied by a **Signed and Sealed SUE Plan Set** prepared in accordance with **ASCE 38-22** and **Colorado Revised Statutes Title 12, Article 120, Part 3**.

Final deliverables will include **Test Hole Logs**, utility summary tables, and all supporting metadata.

Optional

Assumptions and Exclusions

General Assumptions

- **Billing Method:** This project will be billed on a **Time and Materials, Not-to-Exceed (T&M NTE)** basis as outlined in the Fee Estimate. SURVWEST will not exceed the authorized amount without written CLIENT approval.
- **Survey Control:** If existing survey control is not provided by the CLIENT, SURVWEST will establish local control based on the **Colorado Central Zone (NAD83 U.S. Foot – EPSG 2232)** State Plane Coordinate System. All coordinates will be **modified to project-specific ground coordinates** using an appropriate combined scale factor so that distances represent true ground measurements.
- **Delays:** Standby time, weather, environmental, or river-related delays (e.g., unsafe flow conditions) are not included and may result in schedule adjustments or additional costs.
- **Utility Collection:** All visible utility appurtenances, paint marks, and exposed utilities will be surveyed by SURVWEST field staff and reviewed by licensed professional surveyors and engineers.
- **Right-of-Entry:** SURVWEST will not obtain Right-of-Entry (ROE). It is assumed SEH or the Town of Minturn will coordinate access to all required areas, including the Eagle River corridor.
- **Test-Hole Selection:** Test-hole (QL-A) locations will be **selected by the CLIENT** following review of the **Interim SUE Deliverable (QL-D through QL-B)**. SURVWEST may provide recommendations based on field findings.
- **Early River-Crossing Waterline Investigation:**
This effort is exploratory in nature and includes an attempt to locate and daylight the **Town of Minturn waterline crossing the Eagle River east of Bellm Bridge**.
Due to field conditions—including flowing water, rocky substrate, limited access, and vegetation—**SURVWEST makes no guarantee of successfully daylighting the waterline** but will make every reasonable effort to locate it. Excavation depth may vary depending on riverbed conditions and safe access and is not limited to a fixed maximum depth during exploratory digging.
- **QL-A Maximum Depth:**
Standard test holes will be excavated to a maximum depth of 8 feet. Any deeper excavation requires written authorization from SEH.
- **Wet Utility Elevations:** Elevations of storm or sanitary sewer utilities will be collected only where potential conflicts are identified.
- **Utility Size & Material:** Size and material of designated utilities will be provided only if available from records or verified through test holes.

- **Non-Metallic Utilities:** Utilities lacking tracer wire, access points, or conductive components cannot be designated using electromagnetic methods and will default to QL-D if records exist.
- **Ground Penetrating Radar (GPR):** GPR is not anticipated and is excluded from this scope but may be added at additional cost if conditions warrant.
- **Utility Information Limitations:** SURVWEST is not responsible for omitted or incomplete utility information resulting from non-conductive materials, dry soil, inactive lines, or highly congested utility corridors.
- **CAD Deliverables:** All SUE deliverables will be provided in **AutoCAD Civil 3D (2018 or newer)** format. Alternate formats may be provided upon request and may incur additional costs.

Exclusions

The following services are specifically excluded unless added by written amendment:

- Collection of **overhead or irrigation data**, including poles, open channels, or irrigation ditches.
- Identification of **abandoned, undocumented, or non-conductive utilities** without surface access or tracer wire.
- **Confined-space entry** or work requiring confined-space permits.
- Utility designation or mapping **outside the defined SUE limits**.
- **Engineering design or construction services** beyond SUE mapping, plan preparation, or optional utility coordination.
- **Deep excavation** exceeding 8 feet (other than the exploratory river-crossing investigation) unless authorized by the CLIENT.
- **Permanent surface restoration**, including paving, panel replacement, or landscaping; only temporary backfill or cold-patch restoration will be performed.
- **Paint removal** from pavement or concrete surfaces.
- Collection of **private or customer-owned utilities** not documented in public records unless data is provided before mobilization.
- **Hazardous-materials handling**, testing, or disposal.
- **Revisions or rework** of deliverables after final submittal due to CLIENT-initiated design changes unless authorized in writing.

Fee Estimate

The following table summarizes the estimated costs for completion of **Subsurface Utility Engineering (SUE)** services associated with the **Bellm Bridge Replacement Project** in Minturn, Colorado.

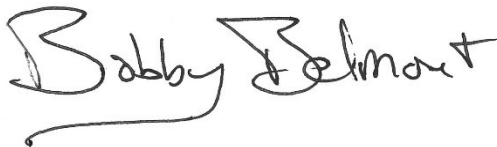
Task No.	Description	Labor Cost	Direct Cost	Task Total
1	QL-D through QL-B	\$14,852.00	\$2,795.00	\$17,647.00
2	QL-A Test Holes	\$11,852.00	\$35,831.50	\$47,683.50
3	Final Sign & Seal Plans	\$3,083.00	–	\$3,083.00
4	Utility Coordination	\$17,500.00	–	\$17,500.00
Total Estimated Fee		\$47,287.00	\$38,627.00	\$85,913.50
Revised Estimated Fee		\$35,435.00	\$2,795.00	\$38,230.00

Total Project Fee (Not-to-Exceed): ~~\$85,913.50~~ ← **\$38,230.00**

Labor and Direct Costs are separated for full transparency.

SurvWest appreciates the opportunity to submit our proposal for this project. Should you have any additional questions regarding this proposal and scope of work, please do not hesitate to contact me by cell phone at (334) 790-0323 / bbelmont@survwest.com.

Sincerely,



Bobby Belmont
Director of Operations
SurvWest, LLC.

This offer is not binding, and no contract between the parties shall exist unless and until definitive written agreements have been negotiated and executed by the parties. The services and products described herein are subject to change and there will only be binding obligations if included in definitive written agreements executed by the parties.

SUBSURFACE UTILITY ENGINEERING RATES

Effective January 2025 - December 2025

DESCRIPTION	RATE	UNITS
Office Staff Rates		
SUE Division Manager	\$222.00	HR
SUE Engineering Director	\$200.00	HR
SUE Project Manager IV	\$191.00	HR
SUE Project Manager III	\$178.00	HR
SUE Project Manager II	\$157.00	HR
SUE Project Manager I	\$148.00	HR
EIT III	\$139.00	HR
EIT II	\$129.00	HR
EIT I	\$123.00	HR
Senior CAD Technician	\$139.00	HR
CAD Technician IV	\$114.00	HR
CAD Technician III	\$105.00	HR
CAD Technician II	\$99.00	HR
CAD Technician I	\$86.00	HR
Senior Utility Coordinator/Specialist	\$148.00	HR
Utility Coordinator/Specialist	\$129.00	HR
Project Accountant/Billing Specialist	\$108.00	HR
Administrative/Clerical	\$90.00	HR
Field Staff Rates		
SUE Field Manager	\$155.00	HR
SUE Field Supervisor	\$135.00	HR
2-Person Designating Crew	\$218.00	HR
1-Person Designating Crew	\$124.00	HR
SUE Field Technician	\$101.00	HR

Effective January 2025 - December 2025



SUBSURFACE UTILITY ENGINEERING RATES

DESCRIPTION	RATE	UNITS
Mobilization/Demobilization Rates		
Mileage Designator Vehicle (4x4 Pickup truck)	\$0.63	MI
Lodging and Per Diem (at GSA rates at time of occurrence)	GSA Rates	DAY
Equipment Rates		
Designating Equipment	\$50.00	HR
GPR Equipment	\$100.00	HR
Pole/Push Camera	\$50.00	HR
SUE Materials and Supplies (as needed per project)	At-Cost + 10%	
Vendor Rates		
Traffic Control (plans, and traffic control)	At-Cost + 10%	



EXHIBIT B

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

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

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

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

CONTRACTOR

By: Steve Kaye

Name: Steve Kaye

Title: Principal

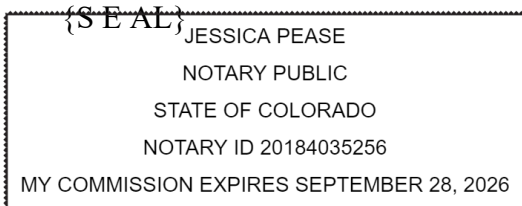
STATE OF COLORADO)
) ss.
COUNTY OF EAGLE Denver)

The foregoing Agreement was acknowledged before me this 18th day of February, 2022 by Steve Kaye.

Witness my hand and official seal.

My commission expires: 09/28/2026

Jessica Pease
Notary Public



Notarized remotely using audio-video communication technology via Proof.

Page 10 of 10



An Employee Owned Company

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

March 11, 2026
Revised March 30, 2026

SEH, Inc
Attn: Parsa Kolahi, PE
pkolahi@sehinc.com

Proposal No. P7-26-213

Subject: Proposal for Geotechnical Engineering Study, Proposed Bellm Bridge
Replacement, Eagle River and Main Street, Minturn, Colorado

Parsa:

Please find enclosed our proposal to conduct a geotechnical engineering study at the subject site. The proposal is based on the information provided and our experience in the area and with the proposed construction type.

Project Data: The existing bridge will be replaced with essentially the same alignment and grade as the existing bridge. Subsurface evaluation will include exploratory borings within the existing street right-of-way and travel lanes, permits for access and drilling, existing utility locates and vehicle/pedestrian traffic control. We assume for budget cost estimating purposes that the new bridge will be supported by piles or piers with concrete abutment walls possibly on shallow foundation. An exploratory boring drilled nearby, west of the river with ODEX method encountered bedrock at a depth of 16 feet.

Scope of Services: Based on the information provided and our experience with similar projects, we propose the following:

1. Obtain any required Town right-of-way (ROW) permits to perform the drilling in ROW of Main Street. We assume the ROW permit will be provided to K+A at no cost as this is a Town improvement project. K+A will also subcontract with a qualified firm to prepare the traffic control plan and provide the traffic control services during drilling. For the proposal we have assumed one lane will be blocked requiring flaggers, a traffic control supervisor (TCS), and various signs/cones.
2. Drill a total of two (2) exploratory borings at the project site, one boring will be drilled near each end of the existing bridge. The exact locations of the borings will be based on drilling access and location of the existing utilities. The borings will be drilled to an assumed depth of about 30 feet. The final depths of the borings will be determined in the field as the drilling progresses and as the subsurface profile becomes evident. Based on the anticipated subsurface conditions, we propose ODEX drilling methods will be required to obtain suitable subsurface information and to reach bedrock depth. ODEX drilling is needed due to gravels, cobbles and possible boulders in the river alluvium. The borings will be drilled to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the groundwater level and depth to bedrock within the drilled depths. The borings will be backfilled subsequent to drilling in accordance with the Town ROW permit.

We will provide relative elevations of the boring locations, referencing a site bench mark.

We will coordinate with the Utility Notification Center of Colorado to locate buried utilities prior to drilling. Utilities cleared through this service will not include privately owned on-site utility lines. The City should review the proposed boring locations once they are staked in the field and verify the boring is clear of privately-owned underground utilities.

Standard penetration or California drive samples will be taken at approximate 5-foot intervals to obtain samples and data on the density of the subsoils and bedrock hardness. Sampling with the California drive sampler is similar to the standard penetration test (SPT) described by ASTM D1586.

3. Obtain D₅₀ of the stream bed alluvium by measuring particle sizes within a defined area of the channel bank near the south abutment which we understand is needed for scour analysis.
4. Conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - Moisture content
 - Density of undisturbed fine-grained samples
 - Gradation characteristics of coarse-grained samples
 - Consolidation and/or swell potential of fine-grained soil samples, if present
 - Atterberg limits
 - Unconfined compressive strength of bedrock samples
 - Water-soluble sulfates
5. Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for:
 - Foundation type or types, depths and ultimate bearing pressures for the bridge foundations and appropriate reduction factors in accordance with the AASHTO LRFD methodology (foundation supported by deep piles/piers and shallow footing types)
 - Axial and lateral geotechnical design parameters for deep foundations, if applicable
 - Foundation construction criteria
 - Lateral earth pressures for abutments and wing walls
 - Earthwork recommendations, including temporary slopes, suitability of on-site soils for use as engineered fill, and fill placement and compaction criteria
 - Excavation and dewatering considerations, if applicable
 - Mitigation of sulfate attack, if any, on concrete
 - Seismic design criteria in accordance with CDOT and AASHTO accepted methods for Spectral Acceleration and Ground Motion values
6. Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer in the State of Colorado. The project report will be peer reviewed by a senior professional engineer at K&A Denver office.

Cost: The cost to perform the scope of services is estimated to be from \$37,000 to \$42,000 broken down as \$4,500 for site/utility/permit coordination; \$27,000 for exploration/field services;

\$2,500 for laboratory testing; and \$8,000 for engineering/report. The fees will be based on the unit costs and other costs presented in the attached Fee Schedule. We will not exceed the total maximum fee without justification and prior authorization.

Additional scope of services will be based on the unit charges and Terms and Conditions of the attached Fee Schedule.

Schedule: We propose to initiate our services within 2 weeks of notice to proceed. Preliminary design information should be available within 2 weeks after the field exploration and the report should be completed within another 4 weeks. We will advise of our progress and any changes that are encountered.

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

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

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

Sincerely,

Kumar & Associates, Inc.



Steven L. Pawlak, P.E.

SLP/kac

Attachment: 2026 Fee Schedule and Terms and Conditions

Cc: Inter-Mountain Engineering – Jeff Spanel (jspanel@inter-mtn.net)

Accepted this date: _____

by: _____

Signed _____



**2026
FEE SCHEDULE
GLENWOOD SPRINGS
PROFESSIONAL SERVICES**

FIELD EXPLORATION

Truck-mounted drill rig	
CME-45B	\$200/hour
Mobilization	\$5.00/mile
All-terrain drill rig	Cost + 20%
Crew travel.....	\$120/hour
Special equipment (backhoe, drill bits, well supplies, etc.)	Cost + 20%
Field Engineer or Geologist.....	\$110/hour
Overtime (over 8 hours/day, Saturday, Sunday and Holidays)	1.5 x hourly rate

LABORATORY TESTING

Fee schedule available on request.

CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Fee schedule available on request.

ENGINEERING

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

Principal	\$250/hour
Senior Project Manager	\$220/hour
Project Manager.....	\$190/hour
Senior Project Engineer/Geologist	\$160/hour
Project Engineer/Geologist.....	\$140/hour
Staff Engineer/Geologist	\$120/hour
CAD/Drafting.....	\$100/hour
Word Processing.....	\$80/hour

OTHER DIRECT CHARGES

Auto or pickup mileage.....	\$.90/mile
Out of town living expenses, equipment rental, supplies, etc.....	Cost + 20%

REMARKS

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

Terms and Conditions On Back

Effective Jan. 1, 2026

TERMS AND CONDITIONS
(Geotechnical and Environmental Engineering)

1. Invoices are due and payable upon presentation. Unpaid balance after 30 days shall be subject to a finance rate of 1.5% per month which is an annual rate of 18.00%. Client agrees to pay interest and all costs of collection, including attorney's fees and court costs.
2. Kumar & Associates, Inc. (K+A)'s services will be performed with the care and skill ordinarily exercised by members of the geotechnical engineering profession under the same or similar circumstances, including the locality where services were rendered. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE RENDERING OF CONSULTING SERVICES.
3. Inherent in K+A's dealings with clients is the confidentiality of all work performed for any client. All reports are prepared for the exclusive use of the Client to whom it is addressed. This agreement may not be assigned without the express written consent of K+A.
4. All recommendations and conclusions provided by K+A are subject to the adequacy and representative character of the samples tested as indicated in the report and the comprehensiveness of the tests and observations. Quotation from our reports or use of K+A's name is not permitted except as authorized in writing by K+A.
5. K+A will take normal precautions during site exploration to avoid damage to underground pipes, wires or other objects, including utilizing utility location services. Due to limitations on locating such underground objects, particularly private service utilities, K+A does not accept responsibility for damage to utilities or other underground objects. Client agrees to indemnify and hold K+A harmless for any and all damage to underground utilities and structures. Cost of restoration, repairs or damage which results from field operations will be the client's responsibility.
6. This agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the termination party. If this agreement is terminated during the performance of services, K+A shall be paid for the total amount of any work which has been completed and shall be paid for work in progress on the basis of K+A's reasonable estimate of the portion completed prior to termination. Such payment shall constitute total payment for services rendered. Clauses 1, 2, 3 and 8 through 14 shall survive the termination of the contract.
7. Unless otherwise stated, K+A will have access to the site for activities necessary for the performance of the services. K+A will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.
8. Any claims or disputes made during design, construction or post-construction between the Client and K+A shall be submitted to non-binding mediation for a period of 30 days. If the disputes are not resolved in 30 days, the matter may be submitted to arbitration or litigated in the court of law, as solely determined by K+A.
9. The Client, shall, to the fullest extent permitted by law, indemnify and hold harmless K+A's officers, directors, owners, employees, agents and subconsultant's from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of K+A.
10. Client agrees that its sole remedy for negligence, breach of contract or any other claim arising out of or related to this agreement and/or the project shall be against K+A and not against any individuals past or present employees, officers, representatives, shareholders or owners of K+A.
11. K+A shall not be required to execute any documentation that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence K+A has not ascertained.
12. **In recognition of the relative risks, rewards and benefits of the project to both the client and K+A, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, K+A's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$25,000 or K+A's fee, whichever is greater. Such causes include, but are not limited to K+A's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. If, prior to signing this contract, Client makes a written request to increase this limitation to \$100,000, an additional charge of \$1,000 or 5 % of the fee (whichever is greater) will be made. This limitation of liability shall apply to and be binding upon any other party who may rely on K+A's work pursuant to this agreement.**
13. All documents produced by K+A under this agreement shall remain the property of K+A, and may not be used by the Client for any other endeavor without the written consent of K+A.
14. For geotechnical studies and observations and materials testing, K+A assumes there are no hazardous materials on the project site. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Therefore, K+A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. K+A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for K+A to take immediate measures to protect public health and safety, which shall entitle K+A to reasonable additional compensation by Client. Client also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination both on and off-site. Client waives all claims against K+A arising from such contamination, and further agrees to defend, indemnify and save K+A harmless from any claim, liability, or injury or loss of any type arising from unanticipated hazardous materials on site.
15. Rates are subject to change **30 days** from proposal date.
16. Laboratory services are considered expedited when new testing is assigned a higher priority than other testing programs in progress.



Staff Memo To: Mayor and Town Council

From: Rob Gutierrez, Town Manager

Date: March 31, 2026

Subject: Two Elk Target Range – USFS Permit and Potential CPW Grant Opportunity

Background

The Two Elk Target Range (the “Range”) is located on National Forest System lands within the White River National Forest, approximately 0.25 miles from the Town of Minturn. The Range has historically operated as an informal but designated shooting area managed by the United States Forest Service (USFS).

In recent years, the USFS has indicated it does not have the resources to actively manage the site and has considered either identifying a partner to operate the Range or closing it. Due to the Range’s proximity to Town and ongoing concerns related to safety, noise, wildfire risk, and unmanaged use, the Town has been engaged in discussions with the USFS regarding a potential role in managing the site.

As a result of these discussions, the USFS has prepared draft permit and operating documents that would authorize the Town to operate and maintain the Range under a Special Use Permit. Based on these discussions and materials, staff understands that the USFS is seeking to maintain a managed public shooting opportunity at this location, provided an appropriate operator can be identified. **Staff believes the likelihood of closure without identifying an alternative or pursuing a more managed approach is low.**

Staff is aware that some nearby residents support **full closure of the Range** and do not support a Town-led management approach. While closure has been discussed as a potential option, staff believes that **closing an established public shooting area without identifying an alternative or management framework** could present practical, political, and enforcement challenges, including the potential displacement of shooting activity to other nearby areas and consideration of alternative locations.

Status

The Town has received draft materials from the USFS, including:

- Special Use Permit application (SF-299)
- Draft Operations and Safety Plan
- Draft Environmental Stewardship Plan

At this time:

- No permit has been executed
- No construction or improvements are proposed
- The Town is evaluating feasibility, risks, and potential next steps



- The Town is proposing to operate the Range in its current condition, with any future improvements subject to separate funding and approval.

Staff has also identified the **Colorado Parks and Wildlife (CPW) Shooting Range Development Grant Program** as a potential funding source to support improvements to the Range, should the Town decide to move forward.

Key Considerations and Concerns

The draft permit documents represent a significant shift in responsibility from the USFS to the Town. The following are the primary issues identified by staff:

1. Assumption of Operational and Safety Responsibility

Under the proposed permit:

- The Town would be responsible for all aspects of operation and maintenance
- The Town would assume responsibility for public safety at the site
- The USFS would not be responsible for identifying or correcting hazardous conditions

Additionally:

- The Range is proposed to operate without full-time on-site staffing
- Enforcement is anticipated to rely primarily on Eagle County Sheriff and USFS personnel

Staff Assessment:

Staff does not believe reliance on the Sheriff's Office and USFS is feasible as a primary management strategy. Given the nature of the use, proximity to Town, and existing safety concerns, staff believes some level of Town presence, potentially in the form of an on-site or nearby caretaker/host-type position, would be necessary to effectively manage operations and respond to issues.

A potential long-term opportunity could include development of a small, improved campground on USFS land, managed by the Town. If feasible, this could help generate revenue to support ongoing maintenance, staffing, and incremental improvements to the site and surrounding recreation assets.

Consideration:

Establishing a Town presence would require additional staffing and operational costs. However, without some level of on-site management, the Town would assume responsibility for safety and operations while having limited control over user behavior. The Town would also be assuming responsibility for a facility that does not currently meet typical safety standards and may require improvements to address these deficiencies.



2. Existing Safety Deficiencies at the Range

The current Range is **largely unimproved** and lacks standard safety infrastructure, including:

- No engineered impact berm or backstop
- No separation berms between shooting lanes
- Limited definition of firing lines and shooting direction
- Informal layout with minimal physical controls

Additional site considerations include:

- Proximity to a natural gas pipeline corridor
- Proximity to a public trailhead and recreational users
- Close proximity to residential areas

Consideration:

The Town would be assuming responsibility for a facility that does not currently meet typical safety standards for managed shooting ranges.

3. Environmental and Long-Term Stewardship Obligations

The draft Environmental Stewardship Plan anticipates:

- Ongoing management of lead accumulation and migration
- Soil monitoring and potential mitigation measures
- Runoff and erosion control
- Recordkeeping and long-term stewardship responsibilities

Consideration:

While specific measures are not yet defined, the Town could assume long-term environmental responsibilities associated with historic and future use of the Range.

4. Maintenance and Operational Obligations

The Town would be responsible for:

- Trash removal and site cleanliness
- Repair of vandalism and damage
- Maintenance of signage and infrastructure
- Annual safety inspections and documentation
- Ongoing coordination with USFS and law enforcement

The Range would also be expected to:

- Operate on a regular schedule during the season (generally 7 days/week)
- Remain open to the public at no cost



Consideration:

These obligations represent an ongoing operational commitment that would need to be supported by staff resources and/or contracted services.

5. Insurance and Liability Considerations

The Town would need to confirm:

- Coverage under existing municipal insurance (e.g., CIRSA)
- Whether additional or specialized coverage is required
- Liability associated with operating a shooting range on federal land

Consideration:

Insurance coverage and risk allocation will be a critical factor in determining whether this project is feasible.

Opportunity: Potential Range Improvements

While the current condition of the Range presents challenges, it also creates an opportunity.

Staff has identified the **CPW Shooting Range Development Grant Program** as a potential funding source to address many of the deficiencies noted above. Many of the deficiencies identified above are eligible for funding through the CPW program.

Eligible improvements could include:

- Construction of engineered backstops or berms
- Defined firing lines and shooting positions
- Parking and access improvements
- Signage and safety infrastructure
- Environmental mitigation measures

The CPW program requires a **minimum 25% local match**, which may include a combination of Town funds and in-kind contributions.

Potential Path Forward

Rather than immediately accepting the permit in its current form, staff recommends the following approach:

1. **Continue coordination with USFS**
 - Refine permit terms
 - Clarify responsibilities, liability, and expectations
2. **Advance a conceptual improvement plan for the Range**
 - Identify priority safety and infrastructure improvements



- Align improvements with CPW grant eligibility
- 3. Pursue CPW grant funding**
 - Develop and submit an application for Range improvements
 - Use grant funding to address key safety and environmental concerns
- 4. Return to Council with a refined proposal**
 - Final permit terms
 - Defined scope of improvements
 - Funding strategy
 - Operational plan

Next Steps

Staff is seeking general direction from Council on:

- Whether to continue pursuing a partnership with USFS
- Whether to advance a CPW grant application for Range improvements

No formal action to accept a permit or commit funding is being requested at this time.

Sincerely,

Rob Gutierrez
Town Manager

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 19 – SERIES 2026**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO,
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO COLORADO PARKS AND WILDLIFE
FOR A SHOOTING RANGE DEVELOPMENT GRANT AND AUTHORIZING THE TOWN MANAGER
TO EXECUTE RELATED DOCUMENTS**

WHEREAS, The Town of Minturn (the “Town”) is working in coordination with the United States Forest Service to obtain authorization to manage and operate an existing shooting area located within the White River National Forest near Minturn; and

WHEREAS, The existing shooting area is currently unimproved and unmanaged, and presents opportunities to enhance public safety, environmental stewardship, and recreational access through the development of a more formalized shooting range; and

WHEREAS, Colorado Parks and Wildlife (“CPW”) administers the Shooting Range Development Grant Program (“SRDG”), which provides matching grant funding to support the development of new shooting ranges and the improvement of existing facilities that provide public access; and

WHEREAS, The SRDG program requires a minimum local match of twenty-five percent (25%) of total project costs, which may include a combination of Town funds, in-kind contributions, volunteer labor, and other eligible sources; and

WHEREAS, Town staff have identified potential improvements to the shooting area, including but not limited to defined shooting positions, safety berm enhancements, access and parking improvements, and signage, which are consistent with SRDG program priorities; and

WHEREAS, Submission of a grant application does not obligate the Town to accept funding or proceed with construction, and any future construction or financial commitments associated with the project would be subject to separate Council review and approval; and

WHEREAS, The Town Council desires to support staff in pursuing grant funding opportunities that may improve public safety, enhance recreational opportunities, and reduce long-term operational and environmental impacts associated with unmanaged shooting activity.

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

Section 1.

The Town Council hereby supports the submission of an application to Colorado Parks and Wildlife for funding through the Shooting Range Development Grant Program for improvements to the existing shooting area located within the White River National Forest.

Section 2.

The Town Manager is hereby authorized to prepare and submit the grant application, including

all required supporting materials, in coordination with the United States Forest Service and Colorado Parks and Wildlife.

Section 3.

The Town Manager and Town Attorney are hereby authorized to negotiate and execute any grant application documents, certifications, or related materials necessary for submission of the application, subject to final grant award terms being brought back to Town Council for approval if funding is awarded.

Section 4.

The Town Council acknowledges that any required local match associated with a potential grant award may include a combination of Town funds and in-kind contributions, and that any commitment of funds will be subject to future appropriation and Council approval.

Section 5.

This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED this ____ day of _____, 2026.

Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk



Staff Memo To: Mayor and Town Council
From: Rob Gutierrez, Town Manager
Date: Updated March 27, 2026
Subject: 2026 Colorado Legislative Update

Purpose of Memorandum

The purpose of this memorandum is to provide Town Council with an informational update on several bills currently under consideration by the Colorado General Assembly that may have potential implications for municipalities, including possible operational, regulatory, or fiscal impacts on the Town.

Council members interested in discussing any of the legislation referenced in this memorandum may do so at the April 1, 2026, Town Council meeting. Staff will include an agenda item titled: **“Consideration of Council positions on select pending state legislation affecting local governments, including housing and municipal finance.”**

Table of Contents

House Bill 26-1001: Residential Development on Qualifying Properties (HOME Act)	2
House Bill 26-1114: Concerning an Allowed Minimum Lot Size for Subject Jurisdictions	3
House Bill 26-1119: Concerning the authority of local taxing entities to impose property taxes on the assessed value of land and the assessed value of improvements thereon at different mill levy rates.....	4
House Bill 26-1206: Concerning Improved Funding to Support Development	5
House Bill 26-1268: Measures to Advance Renewable Energy Projects on Previously Disturbed Lands	5
House Bill 26-1278: Local Government Approval of Transmission Infrastructure	6
House Bill 26-1233: Property Tax Procedures for Nonresidential Properties	6
House Bill 26-1071: Concerning allowing a local government to locate an automated vehicle identification system on an interstate highway Act.....	7
House Bill 26-1308: Concerning Lot Splitting Approval by Subject Jurisdiction	8
House Bill 26-1313: Adjust Requirements Statewide Affordable Housing Fund.....	8
Senate Bill 26-097: Decriminalize Adult Commercial Sexual Activity	9
Senate Bill 26-098: State and Local Noise Abatement Authority.....	9
Senate Bill 26-116: Property Tax & Municipal Lodging Tax Authority.....	10



House Bill 26-1001: Residential Development on Qualifying Properties (HOME Act)

Effective Date: Became effective upon signature through the bill's safety clause; substantive land use requirements apply on or after December 31, 2027. Jurisdictions actively updating their land use codes on that date must complete updates and comply by June 31, 2028.

Status: Became Law. Approved by both chambers and signed by the Governor on March 25, 2026.

CML (Colorado Municipal League) Position: Oppose

Summary:

HB26-1001 (HOME Act) requires local governments with populations over 2,000 to allow residential development on certain publicly owned or nonprofit-owned properties of five acres or less through an administrative approval process beginning December 31, 2027. The law narrows where it applies through defined "qualifying properties" and "qualifying entities," includes broad exemptions, and limits certain zoning barriers while preserving core local regulatory authority.

Key elements include:

- **Administrative approval required** for qualifying residential projects on eligible public or nonprofit-owned parcels (≤5 acres).
- **Limits on local zoning discretion**, including restrictions on denying projects based on height (up to three stories or 38 feet), dwelling unit count, or more restrictive site design standards than similar housing.
- **Broad exemptions**, including parcels without water/sewer service, floodway/floodplain properties, industrial or agricultural land, conservation easements, airport influence areas, and certain historic properties.
- **Preservation of local authority** over infrastructure capacity, building and fire codes, environmental regulations, impact fees, water and wastewater review, inclusionary housing, subdivision regulations, and historic district standards.
- **Alternative compliance option** through a qualifying transferable development rights (TDR) program and **state guidance** required from DOLA by December 31, 2027.

Key Points for Council

- Applies to local governments with populations over 2,000 and requires administrative approval of qualifying residential development on certain qualifying properties of five acres or less beginning December 31, 2027.
- Limits local discretion on height, unit count, and certain site design standards for qualifying projects.
- Exempts many parcels, including land without water or sewer service, industrial and agricultural land, floodway and floodplain properties, conservation easements, airport influence areas, and certain historic properties.



- Preserves local authority over infrastructure, building and fire codes, environmental regulations, impact fees, water and wastewater service review, inclusionary housing, subdivision regulations, historic district standards, public notice procedures, and short-term rental rules.
- Allows an alternative compliance option if the jurisdiction adopts a qualifying transferable development rights program and requires DOLA guidance by December 31, 2027.

House Bill 26-1114: Concerning an Allowed Minimum Lot Size for Subject Jurisdictions

Effective Date: When signed by Governor

Status

2/3/26: Introduced to House

2/18/26: Scheduled for hearing at 1:30 P.M. at Transportation, Housing, & Local Government Committee

2/24/26: Bill passed second reading with amendments on the house floor

2/25/26: House voted on final passage at 3rd reading and approved the bill as amended

3/2/26: Introduced to Senate and assigned to Local Government and Housing

CML Position: Oppose

Summary

HB26-1114 requires certain local governments (“subject jurisdictions”) to allow very small single-family home lots, down to 2,000 square feet, starting October 1, 2031. In other words, a city or county covered by the law can’t require a larger minimum lot size for a single-family home after that date. The bill’s stated goal is to reduce land costs and make starter homes more affordable by allowing smaller lots. It exempts parcels that aren’t on municipal water/sewer, that rely on wells or septic, or that are certain historic properties. Importantly, it does not take away local authority over infrastructure standards, building and fire codes, health and safety rules (floodplains, airport influence areas, etc.), impact fees, or requiring confirmation of water/wastewater capacity, those still apply.

Summary of Approved Amendments

- **Expanded “Exempt” Category – Common Interest Communities Added**
 - Adds exemption for lots located within a **common interest community (CIC/HOA)** that was created before the jurisdiction comes into compliance.
- **Historic Property Clarified**
 - Historic exemption now cross-references statutory definitions of “historic property” and “historic district.”
- **Major Substantive Addition – Anti-Circumvention Clause**
 - Jurisdictions may not impose minimum frontage, setbacks, open space, or maximum lot coverage standards that have the **“practical effect”** of preventing construction of a single-family home on a 2,000 sq ft lot.
- **Applicability Clarification (ADUs & Group Homes)**



- Specifies that the 2,000 sq ft protection applies even if the residential use allows ADUs or group homes.

Key Points for Council

- **Minturn is *not* a “subject jurisdiction” under this bill**, so the requirements in HB26-1114 would **not apply** to the Town.
- The bill targets **larger cities and counties** (generally those over 50,000 population, as defined elsewhere in statute including Eagle County).
- For covered jurisdictions, the bill would **cap minimum lot sizes for single-family homes at 2,000 square feet** starting **October 1, 2031**.

House Bill 26-1119: Concerning the authority of local taxing entities to impose property taxes on the assessed value of land and the assessed value of improvements thereon at different mill levy rates

Effective Date: August 12, 2026 (subject to referendum)

Status

2/4/26: Introduced to House

4/9/26: Scheduled for hearing at House Finance Committee 1:30 P.M.

CML Position: Monitor

Summary

HB26-1119 lets cities, counties, and certain special districts choose to tax land and buildings at different property tax rates (a “split-rate” property tax), as long as the tax rate on buildings and improvements is no higher than the rate on land. The idea is to lower taxes on buildings and shift more of the tax burden onto land, which the bill argues would encourage housing construction, infill development, and productive use of property while discouraging land speculation and vacant or underused parcels. The bill prohibits using split rates for certain categories of property (like agricultural land, conservation easements, oil and gas, mining, renewable energy property, and state-assessed property), and it does not override TABOR or existing mill levy and revenue limits. It also adds transparency and reporting requirements, requiring local taxing entities and counties to clearly certify and publish the separate mill levy rates if they adopt this approach.

Key Points for Council

- **Optional tool:** The bill lets Minturn choose a split-rate property tax; it does not require any change.
- **How it works:** The Town could tax land at a higher rate than buildings, but not the other way around.
- **Purpose:** Meant to encourage development and discourage land speculation.
- **Limits still apply:** TABOR and existing mill levy and revenue caps still control taxes.
- **Exclusions:** The split rate cannot be used on agricultural, conservation easement, oil and gas, mining, renewable energy, or state-assessed property.



House Bill 26-1206: Concerning Improved Funding to Support Development

Effective Date: January 1, 2027

Status

2/12/26: Introduced to the House

3/23/26: Amended at House Finance Committee and referred to Appropriations

CML Position: Amend

Summary

HB26-1206 authorizes city and county housing authorities, with voter approval, to levy a sales tax (up to 1%) or property tax (up to 5 mills) within their jurisdiction to fund affordable housing activities. The bill requires a local resolution finding the tax equitable and a TABOR-compliant ballot question approved by voters. Revenues must be directed to the housing authority.

Key Points for Council

- **Requires voter approval and an equity finding.** The governing body must adopt a resolution finding the tax fairly distributes costs and does not unduly burden any group before referring a TABOR-compliant ballot question to voters.
- **Separate approval required for each tax type.** Sales tax (up to 1%) and property tax (up to 5 mills) must each be independently approved by voters.
- **Taxes are administered through existing systems.** Sales taxes are collected through the Department of Revenue; property taxes are levied and collected through county systems and carry standard tax-lien priority.
- **Establishes a TABOR spending base for the housing authority.** The authority's first full year of collected revenue becomes its initial spending base.
- **Expands financing capacity.** Housing authorities may issue revenue or general obligation bonds backed by voter-approved taxes.
- **Adds developer-backed TIF protections.** Urban renewal authorities may require developers to guarantee tax increment revenue shortfalls, secured by a recorded lien with tax-lien priority.

House Bill 26-1268: Measures to Advance Renewable Energy Projects on Previously Disturbed Lands

Effective Date: August 12, 2026 (subject to referendum)

Status

2/19/26: Introduced to the House

3/11/26: Amended and passed House Energy & Environment Committee (11-0); referred to House Committee of the Whole

CML Position: Support



Summary

HB26-1268 allows local governments to designate “**Renewable Energy Reinvestment Areas**” on certain previously disturbed lands—such as brownfields, closed landfills, and former mining sites—to facilitate renewable energy and energy storage projects. If a site is designated, qualifying projects must be reviewed through an **administrative approval process based on objective standards** rather than discretionary review. The bill also allows **urban renewal authorities or county revitalization authorities to use tax increment financing (TIF)** to help fund infrastructure supporting projects within these areas and requires utilities to provide grid interconnection capacity information within **30 days** of a request from a local government or developer.

Key Points for Council

- **Local designation authority:** Cities, towns, and counties may designate eligible sites (such as brownfields, closed landfills, or former mining lands) as **Renewable Energy Reinvestment Areas** for renewable energy or energy storage projects.
- **Administrative project approval:** Renewable projects within these designated areas must be reviewed through an **administrative permitting process based on objective standards** after public hearing and outreach to affected communities.
- **Infrastructure financing option:** Urban renewal authorities or county revitalization authorities may use **tax increment financing (TIF)** revenues to help fund infrastructure supporting renewable energy projects in these areas.
- **Grid information requirement:** Electric utilities must provide **grid hosting capacity and interconnection information within 30 days** when requested for projects located in designated areas.
- **State guidance:** The Colorado Energy Office must publish guidance and resources on the permitting and development process for projects in these areas.

House Bill 26-1278: Local Government Approval of Transmission Infrastructure

Effective Date: January 1, 2027 (Subject to referendum)

Status: **Died in House Energy & Environment Committee on a 7-4 vote on March 5.**

CML Position: Support

Summary

HB26-1278 would have required investor-owned electric utilities to obtain all local land use approvals and permits, in addition to a state certificate, **before** they can start eminent domain (condemnation) proceedings for high-voltage transmission lines. The bill aimed to **prevent speculative takings, reinforce local land use authority, and protect property owners**, while leaving existing state and local review processes and timelines unchanged.

House Bill 26-1233: Property Tax Procedures for Nonresidential Properties

Effective Date: January 1, 2026



Status

2/18/26: Introduced to the House

3/19/26: Scheduled for a hearing at House Finance Committee on March 19

CML Position: Monitor

Summary

HB26-1233 modifies procedures for nonresidential property tax appeals in Colorado. The bill establishes **civil penalties for property owners who fail to provide required valuation information or who knowingly submit false information** during the assessment or appeal process. It also allows **certain high-value or complex nonresidential property tax appeals to be transferred from the Board of Assessment Appeals to district court** when legal or technical issues are involved. Additionally, the bill allows appeal bodies to consider changes in financial disclosures made by taxpayers during the appeal process and limits eligibility for statutory interest on tax refunds when a taxpayer intentionally delays proceedings or provides false information. The bill applies to property tax years beginning January 1, 2026.

Key Points for Council

- Applies primarily to **commercial and other nonresidential property tax appeals**, not residential property.
- Establishes **civil penalties for failing to provide required valuation information or providing false information**.
- Allows certain **large or complex appeals (generally involving properties valued at \$10 million or more)** to be transferred to district court.
- Allows appeal bodies to **consider changes in financial disclosures during an appeal when evaluating credibility**.
- Allows the state to **deny statutory interest on tax refunds if a taxpayer delays proceedings or provides false information**.
- Primarily affects **county assessors and commercial property owners**, but may indirectly affect municipal property tax revenues.

House Bill 26-1071: Concerning allowing a local government to locate an automated vehicle identification system on an interstate highway Act

Effective Date: August 12, 2026 (subject to referendum)

Status

1/27/26: Introduced to the House

2/17/26: Bill received 1 amendment on February 17 at the House Transportation, Housing, and Local Government Committee and passed to floor vote

2/23/26: House voted on final passage at 3rd reading and approved the bill as amended. Bill now awaits Senate consideration

3/19/26: Hearing scheduled at Senate Local Government & Housing on March 19 @ 1:30 p.m.

CML Position: Support



Summary

HB26-1071 allows the state and cities (including Denver) but not counties, to place and use automated vehicle identification systems (such as speed or enforcement cameras) on interstate highways like I-70. Current law limits this authority to the state, but the bill expands it to local governments so they can enforce state or local traffic laws in designated areas. The measure clarifies where and how these systems may be used, while keeping the overall framework for automated enforcement in place.

Key Points for Council

- No impact on the Town of Minturn as we have no interstate highway within town boundaries
- Provided to Council and the public as informational

House Bill 26-1308: Concerning Lot Splitting Approval by Subject Jurisdiction

Effective Date: Upon Governor's signature; administrative lot-splitting requirement begins December 31, 2027.

Status

3/2/26: Introduced to the House

3/17/26: Scheduled for hearing at House Transportation, Housing & Local Government Committee

CML Position: Oppose

Summary

HB26-1308 requires certain municipalities ("subject jurisdictions") to allow the **administrative splitting of a residential lot into two lots** beginning December 31, 2027, if specified criteria are met, including minimum lot size and proportional lot dimensions. The bill applies only to municipalities with populations of **1,000 or more that are located within a Metropolitan Planning Organization (MPO)**. Because Minturn is not located within an MPO, the bill **would not currently apply to the Town**.

Key Points for Council

- Requires **subject jurisdictions** to approve residential lot splits administratively if certain conditions are met.
- Applies only to municipalities with **≥1,000 population located within a Metropolitan Planning Organization (MPO)**.
- Establishes minimum standards for lot splits, including **minimum lot size (2,000 sq. ft.) and proportional lot dimensions**.
- **Does not currently apply to Minturn** because the Town is not located within a Metropolitan Planning Organization.

House Bill 26-1313: Adjust Requirements Statewide Affordable Housing Fund

Effective Date: Upon Governor's signature; new housing target system applies beginning January 1, 2027.



Status

3/2/26: Introduced to the House

3/25/26: Scheduled hearing House Transportation & Local Government Committee 1:30 P.M.

CML Position: Amend

Summary

HB26-1313 modifies the requirements local governments must meet to remain eligible for funding from Colorado's **Statewide Affordable Housing Fund**. Under current law, jurisdictions must increase the number of affordable housing units by **3% annually** over a three-year cycle. Beginning with the **2027 housing cycle**, the bill replaces that requirement with a **"target increase number"** based on local housing production and regional job growth, creating a more flexible system for measuring affordable housing progress.

Key Points for Council

- **Replaces the 3% annual housing growth requirement:** Starting in the **2027 three-year housing cycle**, jurisdictions must meet a **target increase number of affordable housing units** rather than increasing units by 3% each year.
- **Target tied to local housing activity:** The target is calculated based on the **average number of housing permits issued over the previous three years**, adjusted using a factor tied to county job growth (10%, 15%, or 20%).
- **Eligibility tied to state housing funding:** Jurisdictions must meet the housing commitment (or receive a waiver) to remain eligible for **funding from the Statewide Affordable Housing Fund administered by the Division of Housing**.

Senate Bill 26-097: Decriminalize Adult Commercial Sexual Activity

Effective Date: July 1, 2026

Status: **Died in Senate Committee on Judiciary on March 11.**

CML Position: Oppose

Summary

SB26-097 would have decriminalized commercial sexual activity between consenting adults statewide and preempts local governments from criminalizing such activity. The bill would have repealed state offenses related to prostitution, soliciting, patronizing, and keeping a place of prostitution, while retaining criminal penalties for coercive conduct such as pimping, pandering involving intimidation, and human trafficking.

Senate Bill 26-098: State and Local Noise Abatement Authority

Effective Date: Immediately upon the Governor's signature.

Status

2/11/26: Introduced to the Senate

2/12/26: Scheduled for hearing at Senate Local Government & Housing Committee 1:30 P.M.



CML Position: Support

Summary

SB26-098 clarifies that Colorado's statewide noise limits do not apply to (1) property owned or controlled by the state or a local government, (2) property operating under a local government permit or license that regulates sound, or (3) nonprofit-owned property used for cultural, entertainment, athletic, or patriotic events (such as concerts or fireworks). The bill also reaffirms that local governments retain authority to regulate noise within their jurisdictions.

Key Points for Council

- **Clarifies and reinforces local authority over event-related noise.** Local governments may regulate sound at state-owned, municipally owned, or nonprofit-owned properties through permits or licenses, even if those standards differ from statewide noise limits.
- **Focuses on permitted events, not routine nuisance noise.** The bill primarily affects concerts, festivals, fireworks, and similar events, and does not eliminate local enforcement of general noise ordinances.
- **Reduces legal risk for locally approved events.** Helps prevent state-law challenges when permitted events exceed statewide decibel limits.

Senate Bill 26-116: Property Tax & Municipal Lodging Tax Authority

Effective Date: August 12, 2026 (subject to referendum)

Status

2/19/26: Introduced to the Senate

3/24/26: Scheduled for a hearing at Senate Finance Committee 2:00 P.M.

CML Position: Amend

Summary

SB26-116 authorizes municipalities, with voter approval, to levy a lodging tax of up to 6% for specified purposes such as tourism marketing, workforce housing and childcare, infrastructure, and public safety, with the tax collected and administered by the state. The bill also **limits new or expanded municipal lodging taxes outside this framework beginning in 2027**, clarifies how lodging properties are valued for property tax purposes, extends the portable qualified-senior property tax benefit, and increases the business personal property tax exemption to \$60,000 while ending state reimbursement for that exemption beginning in 2027.

Key Points for Council

- **Voter approval required; revenue use restricted.** Any municipal lodging tax must be approved by voters, must specify the rate and permitted uses, and revenues must be placed in a dedicated fund limited to tourism marketing, workforce housing/childcare, infrastructure, or public safety.
- **State-administered collection.** The Department of Revenue will collect and administer the tax and may retain up to 3⅓% for administrative costs.



- **Existing taxes may continue but cannot expand without voter approval.** Lodging taxes adopted before January 1, 2027 may remain in place, but rate increases, base expansions, or material changes in use must comply with the new statutory framework.
- **Potential revenue impacts.** Increasing the business personal property exemption to \$60,000 (and ending state reimbursement) may modestly affect local revenues, and including resort fee income in lodging property valuation may affect hotel assessments.

March 25, 2026

Mr. Rob Gutierrez
Town of Minturn
301 Boulder Street #309
Minturn CO, 81645
manager@minturn.org

RE: Williams Street
Water Main Loop to Nelson
Project No. 25-0001

Dear Rob:

This letter is an update regarding the problems discovered with non-conforming water service lines and tap connections in both Williams Street and 1st Street. The following is a summary of observations and a discussion of requirements and costs for a new looped water main.

Background:

Please refer to the attached Site Exhibit. Our notes on the map are a compilation of Town as-builts, surveys, ERWSD maps, photographs, and discussions with staff. A 12- inch ductile iron Town water main is stubbed into 1st Street from US 24 (Main Street) at the front of the Magustos restaurant. A fire hydrant is located near the end of the water main. Please refer to the following photograph.

A 3-inch plastic (PVC) service line extends from the 12-inch Town water main along 1st Street, ending at the front of the building at 107 Williams Street. The origin and ownership of the 3-inch service line is unknown. There are three taps at the end of the 3-inch service line.(refer to following photograph). One serves 109 Williams Street. one serves 107 Williams Street, and the third is connected to two properties – 103 and 105 Williams Street. Town as-built drawings show Magustos is also connected to this 3-inch service line.



Water Main extension into 1st Street



Service connections at 107 Williams Street

Mr. Rob Gutierrez
 RE: Williams Street
 Water Main Loop to Nelson
 Project No. 25-0001

Issues with the existing construction:

1. The 3-inch plastic service line does not comply with Minturn Municipal Code (MMC) requirements.
 - a. MMC requires each service to be individually and directly connected to a Town water main.
 - b. The 3-inch service line is not suitable as a Town water main. MMC requires water mains to be a minimum of 6-inch or larger diameter poly wrapped ductile iron pipe.
 - c. Multiple connections to the 3-inch service line do not comply with the MMC.
 - d. The 3-inch service line extends beneath the trash compactor in 1st Street.
 - e. The valve and tap assembly observed at 107 Williams Street does not meet MMC requirements.
2. The service lines at 107 Williams do not meet MMC requirements:
 - a. The taps are too close to one another. An 18- inch separation between taps is required. Taps spaced too closely can cause the pipe to split.
 - b. Service lines are plastic - Type K copper is required.
 - c. One individual tap and service line is required for each property. 103 and 105 Williams are served by a single connection.
 - d. The valve in the 3 inch service line does not meet MMC requirements, is not suitable for in-ground installation and not accessible without excavation. It is unknown if it is operational.

This assembly does not meet MMC requirements and is subject to failure. When it fails, contaminants will enter the water main and could compromise the town water system.

Recommendations:

1. The 3-inch service line should be replaced with a minimum six inch diameter, MMC compliant water main. A fire hydrant or air relief valve is required at the end of the line.
2. 1st Street is blocked with a trash enclosure. Extending a municipal main will require the removal of the enclosure or acquisition of additional easements to route the main around the structure.
3. Service lines should be replaced with code compliant service lines:
 - a. One individual service line to each property.
 - b. Pipe is to be type K copper.
 - c. Pipe is required to be continuous from the main to the curb stop and from the curb stop to the meter.
 - d. A curb stop is required at the property line and shall be accessible.

Extension of a mainline loop:

We discussed extending this new water main in 1st Street to create a loop to the existing water main in US 24. This can be accomplished by extending the water main south on Williams Street to tie to the existing water main in Nelson Avenue. There are several conditions which will contribute to the difficulty of this project.

1. There are existing utilities (at a minimum natural gas and sanitary sewer) located in Williams Street. Utility locations are scheduled, but the information is not available for inclusion in this report.
2. Typically, an easement including both a water main and sanitary sewer main are a minimum of 20 feet in width. Williams Street has a 15-foot wide right-of-way and has building encroachments. The building encroachments further narrow the space available for construction to less than 15 feet.

Mr. Rob Gutierrez
RE: Williams Street
Water Main Loop to Nelson
Project No. 25-0001

3. MMC requires a water line to be located 10 feet horizontally and 18 inches vertically above a sanitary sewer main.
 - a. Given the location of the sanitary sewer main in Williams Street, the 15-foot right of way does not allow space for a 10-foot horizontal separation of a water main. In a new installation, the sewer main would be encased in concrete to protect the water main from contamination.
 - b. Available information shows the sanitary sewer is installed at a depth of 5 to 7 feet. The 18-inch vertical separation would require a very shallow installation of a water main, necessitating insulation and possibly heat for frost protection.
4. A minimum of 6-foot asphalt removal and replacement will be required.
5. Additional investigation for protecting the water main is required, but for this analysis, we assumed the water line will be encased in concrete.

Estimated Cost for Water Mainline Loop:

This Estimate presents a "Rough Order of Magnitude" (ROM) only and has been prepared without detailed plans or contractor input. The estimate is informational and should not be relied on for establishing a budget for the project. The actual cost of the project will change as the project elements are finalized.

General Conditions	\$29,000
Demolition	\$21,240
Building Construction	\$25,000
Road Construction	\$19,510
Infrastructure & Utilities	\$199,175
Subtotal	\$293,925
Contingency (15%)	\$44,088
ROM Estimate	\$338,014

The Rough Order of Magnitude cost to loop a water main from US 24 to Nelson Street is \$340,000.

Please feel free to call with any questions.
Inter-Mountain Engineering



Jeffery M. Spanel PE

Attachments: Overall Site Exhibit, EOPC.

CC: Brad Stempihar, John Volk, Michael Martinez

C:\NME DROPBOX\CAD\CIVIL 3D\250001\DWGS\250001-S-SITE-WATERLINE.DWG 3/25/2026 3:39 PM



SHEET REVISIONS			
NO.	DATE:	DESCRIPTION:	BY:

**Inter-Mountain
ENGINEERING**
Civil Engineers & Surveyors

30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
PH: (970) 949-5072 / EMAIL: INFO@INTER-MTN.NET

CLIENT: TOWN OF MINTURN

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

OVERALL SITE EXHIBIT	
US HIGHWAY 24 TOWN OF MINTURN STATE OF COLORADO	
DESIGNED BY: BPS	CHECKED BY: JMS
DATE ISSUED: 3/25/26	PROJECT NO. 25-0001
SHEET NO. 1	

WILLIAMS STREET WATER MAIN EXTENSION**Minturn, Colorado****Preliminary Engineer's Opinion of Probable Costs**

IME Project Number: 25-0001

Date: March 26, 2026



NO.	CDOT CODE REF.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1 GENERAL CONDITIONS						
1.1	626-00000	MOBILIZATION	1	L.S.	\$ 20,000.00	\$ 20,000.00
1.2	630-00016	TRAFFIC CONTROL (SPECIAL)	1	L.S.	\$ 5,000.00	\$ 5,000.00
1.3	625-00000	CONSTRUCTION SURVEYING	1	L.S.	\$ 4,000.00	\$ 4,000.00
SUBTOTAL						\$ 29,000.00

2 DEMOLITION						
2.1	202-00220	REMOVAL OF ASPHALT MAT (4" DEPTH)	224	S.Y.	\$ 25.00	\$ 5,600.00
2.2	202-05026	SAWING ASPHALT MATERIAL (4")	700	L.F.	\$ 6.00	\$ 4,200.00
2.3	203-01597	POTHOLING	8	HOUR	\$ 180.00	\$ 1,440.00
2.4	202-00000	REMOVAL OF STRUCTURS AND OBSTRUCTIONS (DEMO EXISTNG COMPACTOR STRUCTURE)	1	EA	\$ 10,000.00	\$ 10,000.00
SUBTOTAL						\$ 21,240.00

3 Building Construction						
3.10	700-90060	F/A INSTALL (STRUCTURE)(TRASH ENCLOSURE)(RELOCATE EXSITING COMPACTOR)	1	FA	\$ 25,000.00	\$ 25,000.00
SUBTOTAL						\$ 25,000.00

4 Road Construction						
4.1	304-06000	AGGREGATE BASE COURSE (CLASS-6 UNDER ASPHALT AND CONCRETE)(6" DEPTH) (COMPLETE IN PLACE)	78	TON	\$ 85.00	\$ 6,630.00
4.2	403-34721	HOT MIX ASPHALT (GRADING SX)(75) (ASSUMES 4" PATCHING) (COMPLETE IN PLACE) (6.0 WDITH)	56	TON	\$ 230.00	\$ 12,880.00
SUBTOTAL						\$ 19,510.00

5 Utility Construction						
5.1	601-01000	CONCRETE CLASS B, CLASS 2 (4 THRUST BLOCKS @ 2 C.Y. EACH) (COMPLETE IN PLACE) (INCLUDES ALL FORMS, BOND BREAKER, & REINFORCEMENT)	8	C.Y.	\$ 1,050.00	\$ 8,400.00
5.2	206-00065	STRUCTURAL BACK FILL (FLOWFILL WATER MAIN)	50	C.Y.	\$ 340.00	\$ 17,000.00
5.3	619-00002	WATER SERVICE (3/4" TYPE K COPPER) (COMPLETE IN PLACE)	12	EACH	\$ 2,000.00	\$ 24,000.00
5.4	619-00007	CONNECT TO EXISTING WATERLINE (12")	1	EACH	\$ 2,500.00	\$ 2,500.00
5.5	619-00008	12-INCH WATERLINE FITTINGS (12"X12"X8" TEE)	1	EACH	\$ 2,000.00	\$ 2,000.00
5.6	619-78042	FIRE HYDRANT ASSEMBLY	1	EACH	\$ 15,000.00	\$ 15,000.00

WILLIAMS STREET WATER MAIN EXTENSION**Minturn, Colorado****Preliminary Engineer's Opinion of Probable Costs**

IME Project Number: 25-0001

Date: March 26, 2026



NO.	CDOT CODE REF.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
5.7	619-06120	12-INCH DUCTILE IRON PIPE (INCLUDES ALL WORK: EXCAVATION, INSTALL, PIPE BEDDING, TESTING, POLY WRAP, TRACER WIRE, MARKING TAPE, BACKFILL, AND TRENCH BOX SHORING)	335	L.F.	\$ 265.00	\$ 88,775.00
5.8	619-06090	12-INCH DUCTILE IRON PIPE (FITTINGS) (45 BENDS)(MJ-RESTRAINED)	2	EACH	\$ 1,750.00	\$ 3,500.00
5.9	619-75000	CAST IRON VALVE BOX (12" FULL DEEP BURY ASSEMBLY ~ 7.0')	2	EACH	\$ 1,500.00	\$ 3,000.00
5.10	619-75096	12 INCH GATE VALVE (MJ-RESTRAINED)	2	EACH	\$ 7,500.00	\$ 15,000.00
5.11	700-70230	F/A UTILITIY LINES (GAS, COMMUNICATION, ELECTRIC)	1	FA	\$ 20,000.00	\$ 20,000.00
SUBTOTAL						\$ 199,175.00

BASE BID -OVERALL PROJECT TOTAL:	\$ 293,925.00
15% PROJECT CONTINGENCY	\$ 44,088.75
OVERALL PROJECT TOTAL (ESTIMATED)	\$ 338,013.75

This estimate presents a "Rough Order of Magnitude" (ROM) only. It was prepared without detailed plans or contractor input. The estimate is intended for general information and is NOT a guarantee of the actual costs for construction. Actual quantities and costs will change as the project elements are finalized. Unit prices may vary due to construction market volatility, unforeseen conditions, and time of construction.

Town of Minturn, CO
Water Revenue Bond, 2026 (WTP Project)



Timeline of Events

March 2026							April 2026							May 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				26	27	28	29	30	31	1	2	3	4					30	1	2
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
														31						
Town Council Meeting																				
Federal Holiday																				

Date	Action	Responsible Party
March 2	RFB Extension - Responses received & compiled.	NS
March 4	Regular Town Council Meeting - approval of lender. Ordinance considered at first reading.	Town, NS
March 6	30-day notice requirement for Charter Section 9.4 public hearing published.	Town
March 12	Council packet due.	
March 18	Regular Town Council Meeting.	Town, NS
March 26	Council packet due.	
April 1	Regular Town Council Meeting.	Town
April 9	Council packet due.	
April 15	Regular Town Council Meeting - ordinance & loan agreement considered at second reading & adopted. <u>Ordinance effective seven (7) days after publication.</u>	Town
	Charter Section 9.4 public hearing held.	Town
April 17	Publication following final passage of the authorizing ordinance.	Town
April 24	Ordinance effective date.	
April 28	Bond closing/settlement.	All

Working Group		
Issuer	Town of Minturn ("Town")	
Loan Arranger	Northland Securities, Inc. ("NS")	
Bond Counsel	Kutak Rock ("BC")	
Engineer	HDR, Inc. ("HDR")	

**Vail**

141 East Meadow Drive
Vail, CO 81657
Phone – (970)748-5740

March 19, 2026

Rob Gutierrez, Town Manager
Town of Minturn
301 Boulder St #309
Minturn CO 81645

Dear Mr. Gutierrez,

Alpine Bank (the “Bank”) is pleased to provide the following terms and conditions under which Alpine Bank shall consider providing the below described loan (the “Loan”) pursuant to your inquiry regarding financing the Minturn Water Treatment Plant. This term sheet is for discussion purposes only and is not a commitment to lend. Any commitment will be made in writing following a full underwriting and approval by the Bank.

Borrower: Town of Minturn

Loan Amount: Up to \$12,825,000

Purpose: Funds will be used to construct a new water treatment plant for the Town of Minturn

Term of Loan: Construction/draw period of 24 months followed by a fully amortizing loan up to 25 years

Amortization: Interest only payments due monthly during draw period converting to a 25 year fully amortizing term loan

Loan Fee: .5%

Interest Rate:

OPTION 1: Fixed interest rate for the first 12 years at **5.0%** computed on a [360/365] basis (2 year draw period and first 10 years of the 25 year term period). Commencing in year 13, the rate will adjust to the 10 Year US Treasury plus .50% with a floor rate of 4.5% and be fixed for the remaining 15 years of the term period. No deposit requirement.

OPTION 2: Fixed interest rate for the first 12 years at **4.65%** computed on a [360/365] basis (2 year draw period and first 10 years of the 25 year term period). Commencing in year 13, the rate will adjust to the 10 Year US Treasury plus .50% with a floor rate of 4.5% and be fixed for the remaining 15 years of the term period. Town of Minturn required to keep minimum \$1,000,000 deposit at Alpine Bank at all times.

The above-stated interest rates are contingent upon the Borrower’s compliance with all applicable state laws related to the Borrower’s ability to enter into a tax-exempt financing for the intended purposes.

Prepayment Penalty: None

Rate Lock: The above rate will be locked through 4/30/2026.

Collateral: The Loan will be payable from and secured by a pledge of the Town of Minturn water enterprise revenue. Such pledge shall be perfected by resolution of the Borrower.

Deposit Requirement: Only applies to Interest Rate OPTION 2 above. The Town of Minturn shall keep a \$1 million minimum deposit at the Bank during the life of the loan. Deposit will be kept in Alpine Bank's PDPA money market fund and is subject to the Bank's rate as established and changed from time to time at its discretion.

No deposits are required under Interest Rate OPTION 1 above.

Approval Conditions:

- 1) Full credit approval after full underwriting of Borrower's financial statements. Expected within approximately two – three weeks of acceptance of this proposal by borrower.
- 2) Funding of Loan is conditioned upon satisfactory review by Alpine Bank's counsel of all Loan documents as well as delivery of an unqualified opinion by nationally recognized bond counsel regarding the validity and enforceability of the Loan and the tax-exempt status. Borrower to pay all Bank's counsel fees.

Alpine Bank Counsel: Brent Kline (bkline@kvfirm.com) with Kline Alvarado Veio, P.C. Bank counsel legal fees expected to be \$20,000 and not to exceed \$25,000.

Construction Inspection: Bank will not require construction progress inspections during draw period so there will be no expenses incurred by borrower. Bank's advances from the loan during the draw period will not constitute an endorsement of the project's completion status or quality of work.

Representation of Borrower: These terms are issued in response to the Town of Minturn's request for financing terms and cannot be amended except with the written approval of both parties. When these terms and conditions differ from the terms and conditions of the Loan requested, the terms of this letter shall control. Borrower represents and warrants to the bank that all the information which has been submitted to the bank in connection with this Loan, is true, accurate, and complete at the time of submission. Borrower will immediately notify the bank in writing of any material changes prior to Loan funding. Lender's obligations hereunder are expressly conditioned upon the truth, accuracy, and completeness of all information submitted with respect to this Loan.

General Conditions: The bank's obligations under these terms are subject to the review and approval of the Bank and its counsel of all reports, examinations and inspections required by the bank in connection with this Loan. The bank reserves the right to revoke these terms in the event of a material adverse change in the financial condition of the Borrower. The terms outlined in this letter are for discussion purposes only and the final terms will be outlined in the Loan documents executed by Borrower and Alpine Bank.

Expiration: This term sheet shall automatically expire on April 30th, 2026, if not withdrawn prior thereto.

Sincerely,



Chris Rowberry
President
Alpine Bank Vail
(970) 748-5740



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

FUTURE MEETING AGENDA ITEMS

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

April 15, 2026:

- Swearing in of new Council members
- Brief presentation from Vail Valley Foundation regarding the upcoming GoPro Mountain Games events being held in Minturn
- Ordinance 02-2026 (Second Reading) for Water Revenue Bond (Second Reading)
- Ordinance 03-2026 (Second Reading) Adopting the State Wildfire Resiliency Code

May 6, 2026:

-

May 20, 2026:

- Appoint new Council member (and appoint committees)
- FY2025 Audit acceptance

June 3, 2026:

- Ordinance __ (First Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments and Updated Court Fines / Fees Schedule) – Legal/Krieg & Brunvand

June 17, 2026

- Ordinance __ (Second Reading) - An Ordinance Adopting the 2024 Model Traffic Code (with Amendments and Updated Court Fines / Fees Schedule) – Legal/Krieg & Brunvand
-

Dates to be Determined / Long Term Scheduling:

- Flavored Tobacco Ban Discussion (Discussion / Direction)
- Minturn Forward Zoning and Subdivision Code Adoption
- Adoption of the updated Regional Housing Authority Action Plan