



Town Council
Tuesday, September 28, 2021
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an in-person meeting with optional access for the public to attend via the Zoom link below.

[ACCESS THE ONLINE MEETING HERE](#)

Please note: All participants are automatically muted. In order to be called upon and unmuted, you will need to use the "raise hand."

When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record.

For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item, not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic 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.*

PRESENTATIONS - 6:15 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Award Presentation to Operations Sergeant Carrie Buhlman
2. Town of Eagle Police Department's Professional Accreditation presentation of Award by Colorado Association of Chiefs of Police, Chief Greg Knott
3. Eagle Valley Wildland Program Proposal, Greater Eagle Fire Protection District, Chief Doug Cupp

CONSENT AGENDA - 6:30 PM *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.*

1. Minutes - September 14, 2021
2. Resolution 67, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 761 Sylvan Lake Road (Talon Flats)"
3. CU Outdoor Recreation Economy District Research and Strategy Professional Services Agreement (PSA) Revision

STAFF REPORTS - 6:35 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:40 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Colorado's Energy Savings Performance Contracting Program and Yearout Energy Proposal
2. Ordinance No. 12, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Authorizing Festival Permits, Allowing Administrative Approval of Festival Permits, and Authorizing Communal Outdoor Dining Areas"
3. Resolution No. 66, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue 6A: Funding for the All Access Rec Program and Other District Costs"
4. Downtown Development Authority Affidavit for Designation of Voting Representative

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM

1. Future Agenda Items
2. Council Committee Updates
3. Audit Status Discussion
4. Meeting Cancellations - November 23 and December 28
5. Council Members Endorsing Referendums as Individuals (Not as Council Members)

ADJOURN - 7:50 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



To: Mayor and Town Council

From: Joey Staufer, Police Chief

Date: September 28, 2021

Agenda Item: Award Presentation to Operations Sergeant Carrie Buhlman

It is not uncommon to think of commendations and awards in Public Safety related to a specific critical incident, personal bravery, and sacrifice, lifesaving, or another heroic act. Yet, in public safety, there are many examples of outstanding and/or distinguished “behind the scenes” service by team members that clearly exceed the expectations of regularly assigned responsibilities and/or reflect upon the accomplishment of an exceptionally difficult goal (or goals) and such accomplishment brings dedicated positive recognition to a public safety entity. This Award represents an example of such service.

With fifteen years of public safety experience, Operations Sergeant Carrie Buhlman continues to bring viable knowledge, skill, and abilities to our team. Operations Sergeant Buhlman has been with the Town of Eagle Police Department for nine years and was part of our department’s early strategic planning process. This included, but was not limited to, establishing viable standards, creating new policies, and furthering our Vision of Service Excellence.

Our strategic plan encompassed various milestones of achievements necessary in order to move forward in our journey toward the ultimate goal of professional accreditation. Over 230 core areas, including those with multiple subsections, were identified and categorized as priorities within our plan. Several of these priorities correlated directly to the set standards of professional accreditation. As the years progressed, additional milestones were added due to updated standards, including policy changes in procedural law.

Our journey was met with various challenges including, but not limited to, staffing, economics, policy shifts, critical incidents, software failures, and a pandemic. While Operations Sergeant Buhlman continued in sync with members of our team in pursuit of our ultimate goal, two final core focus areas remained elusive, due to these challenges. Although Operations Sergeant Buhlman had various other tasks assigned, including supervision of our records technician, organizational training, scheduling, recruitment, reviews of critical incidents, and her role as a background investigator, Operations Sergeant Buhlman carved out the necessary time last fall and throughout this year to focus on evidence and policy enhancements.

Operations Sergeant Buhlman worked with technicians and consulted with other agencies due to a flaw with our records management software update. Unfortunately, this problem could not have been fixed without a costly expense, including a considerable amount of staff and contractor time. Operations Sergeant Buhlman discovered another agency had a workaround solution and began to research evidence-based software companies. Operations Sergeant Buhlman offered a proposal for an efficient, effective, and low-cost solution, which was subsequently approved and purchased. This solution worked effectively and met the demands for current evidence standards. However, Operations Sergeant Buhlman still had to go through each piece of evidence previously entered (over 1,200 pieces in total) in order to barcode, categorize and complete a full evidence-based audit. This required countless hours (over a span of several months), working in our basement evidence room. Once this task was complete, Operations Sergeant Buhlman then worked several more months with our prosecutor and district attorney staff to identify items that could be purged. Operations Sergeant Buhlman arranged for systematic purges, which completed the project. This endeavor proved rewarding, as it provided for the tasks necessary to meet and maintain the strict standards of evidence-based systems and processes while increasing the efficiency of evidence processing for our team.

When Operations Sergeant Buhlman wished to see other people and daylight, she excused herself from the evidence room to work with me on a full assessment and update several sections in our department policy. Operations Sergeant Buhlman went through each identified policy and created a tracking system to provide proof of compliance with current Colorado Association of Chiefs of Police standards. In addition to deciphering my handwritten notes on printed policies, Operations Sergeant Buhlman took the lead in providing each identified policy and provided recommendations for updates. This endeavor also took several months, due to the inherent bandwidth and balance of other responsibilities, but was accomplished in a timely manner for professional accreditation review.

In brief summary, Operations Sergeant Buhlman continues to evaluate situations objectively, while keeping the big picture in mind and viewing challenges as solutions. She has demonstrated proficiency with handling problems quickly during periods of change while focusing on multiple complex tasks.

Operations Sergeant Buhlman shares a similar vision of operational and community excellence via strategies and improvements to administrative organization, policy, practices, technology, and community. Operations Sergeant Buhlman played an integral part in the accomplishment of our professional accreditation goal, as awarded to the Eagle Police Department by the President of the Colorado Association of Chiefs of Police on September 28, 2021, and is hereby awarded the Town of Eagle Chief of Police Outstanding Service Award.



To: Mayor and Town Council

From: Joey Staufer, Police Chief

Date: September 28, 2021

Agenda Item: Town of Eagle Police Department's Professional Accreditation presentation of Award by Colorado Association of Chiefs of Police, Chief Greg Knott

Your Eagle Police Department is now professionally accredited!

The Colorado Association of Chiefs of Police (CACP) adopted a Professional Standards Accreditation program for its membership and partnered with the County Sheriffs of Colorado (CSOC) to consolidate Professional Standards for all law enforcement agencies statewide. The Commission on Accreditation for Law Enforcement Agencies (CALEA) provided assistance in developing the CACP Professional Standards based on the CALEA model and definitions. CACP was in favor of the establishment of professional standards for Colorado police agencies and felt a number of the standards created by CALEA were appropriate and something a professional law enforcement agency should abide by.

CACP/CSOC continues the partnership with the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and their legal department, who have participated in the development of standards critical to policing. Specifically, CIRSA assisted with the development of standards in the areas of Use of Force (lethal and less-lethal), Pursuit Driving, Emergency Vehicle Operation, Internal Affairs, and Administration of Personnel. This partnership is critical to Colorado Law Enforcement and provides legally sound Professional Standards for CACP/CSOC members.

Since its inception of Professional Standards, CACP/CSOC members have revised professional standards five times. Additional revisions are forthcoming.

It is the goal of CACP/CSOC to provide the opportunity for all Colorado Law Enforcement agencies to achieve professional accreditation.

Professional Standards exist to enable CACP and CSOC members to achieve a "Professional" status. The adoption of minimum professional standards is necessary for Colorado Police and Sheriff Organizations to achieve the status of "Professional". CACP/CSOC, through the Professional Standards Committee, safeguard the integrity of the accreditation process for their members by utilizing professionally accepted methods for CACP/CSOC professional accreditation. The CACP/CSOC exists to assess the law enforcement operations of applicant agencies.

Professional Standards are statements of minimum requirements adopted by CACP/CSOC with the intent to more clearly define the role and responsibilities of a Colorado Peace Officer and to enhance the quality of services provided. Professional Standards at a minimum incorporate a Professional Code of Ethics, minimum professional standard requirements, and a recognized body of knowledge. Practitioner expertise is acquired through the study of these minimum standards translating to professional law enforcement services.

Professional Standards are approved and adopted by the respective Boards of the Colorado Association of Chiefs of Police and the County Sheriffs of Colorado and include mandatory standards. These include standards by definition deemed essential functions performed by law enforcement agencies and functions based on agency size and community dynamics.

Once a Colorado police agency has determined capacity with maintaining professional standards, a review of written directives (i.e. policies, procedures, rules/regulations, general orders, and instructional materials) in addition to other written documentation (i.e. reports, logs, records, or files, or written goals and objectives, budget documents, plans, and evaluations) are reviewed by a CACP assessor. Upon successful completion of this phase, interviews are scheduled with agency staff. This proof of compliance category involves the assessor asking questions of agency personnel who should have knowledge about the implementation of a standard or who are affected by that particular standard. The final step includes verification through viewing a facility, condition, activity, or objective required by a standard. Typically, these observations are completed during the pre-site assessment when reviewing policies and during the onsite assessment when confirming policy with practice.

Approximately ten years ago, discussions took place among representatives and staff regarding the absorption of public safety duties by the local sheriff's office, similar to communities such as Gypsum and Minturn. In 2014, EPD's former Chief of Police retired and officials reengaged in these discussions which evolved into a proposed sheriff's office contract for services. However, Chief Joey Stauffer took the helm as the Acting Chief of Police during this period and a 3rd party was contracted to assess and evaluate public safety needs for the Town of Eagle. Upon completion of the assessment, the vast majority placed a bet on the "local kid" to develop and rebuild the Eagle Police Department and welcomed Chief Stauffer to further the process.

Chief J. Stauffer began the process to modernize and rebuild the organization based on known community needs, relevant experience, internal needs, best-practice standards, and other dynamics. Those wishing to further the mission provided valuable input and a strategic plan was created. The plan included elements such as establishing viable standards, creating new policies, obtaining critical equipment, certification of staff, validation of our evidence process, updating systems, extending community engagement/community policing programs, and furthering our Vision of Service Excellence.

Our strategic plan encompassed various milestones of achievements necessary in order to move forward in our journey toward the ultimate goal of professional accreditation. Over 230 core areas, including those with multiple subsections, were identified and categorized as priorities within our plan. Several of these priorities correlated directly to the set standards of professional accreditation. As the years progressed, additional milestones were added due to updated standards, including policy changes in procedural law.

Our journey was met with various challenges including, but not limited to, staffing, economics, policy shifts, critical incidents, software failures, and a pandemic. Yet, your Eagle Police Department Team showed persistence and continued working diligently toward the ultimate goal of professional accreditation.

Tonight, we celebrate this success with an award presentation from the President of the Colorado Association of Chiefs of Police to become professionally accredited.

Chief J. Stauffer wishes to extend his gratitude to all current and previous staff members committed to our plan; previous and current elected officials who supported our Vision, endured presentations, proposals, and (Pappy happy) PowerPoints, in addition to providing the financial security to acquire staff, further training and acquire equipment; as well as our community members and business partners who remained committed and understood that change in government operations isn't remotely related to FEDX branding.

A special thank you to Operations Sergeant C. Buhlman for completing the remaining tasks necessary for this achievement.

In memory of Andy Jessen – you were with us from the start of our journey. And while some ideas for policing were like your slogan, "Keep Eagle weird," you always showed support for our purpose and commitment to our plan.

Eagle Valley Wildland Program

Reducing wildfire risk through mitigation, suppression, and community education

2022 Program Proposal



Issue:

Twenty of Colorado's largest wildfires have occurred within the last twenty years. Four out of the five largest fires in State history have occurred within the last three years. Eagle County continues to see an elevated level of wildfire activity, and the frequency, severity, and complexity of these fires is only expected to increase in the coming years. The Sylvan Fire scorched nearly 6 square miles of timber less than one year after the Grizzly Creek Fire closed I-70 impacting interstate commerce for 2 weeks. Nationally, more than 4.8 million acres have burned in 95 large fires across 12 states in 2021. A worrisome trend points to Eagle County's increasing vulnerability to wildfire destruction.

Approximately 55,000 Eagle County residents¹ and visitors live, work and recreate in areas which, according to the Colorado State Forest Service, are directly threatened by potential wildfires; while the soaring value of improved property throughout the Eagle Valley causes overall values-at-risk to exceed those of many other Colorado communities.

Background

In response to this growing threat from uncontrolled wildfire, in 2020 the Greater Eagle and Eagle River Fire Protection Districts (GEFPD and ERFPD, respectively) collaboratively launched the Eagle Valley Wildland Program. More commonly known as EV Wildland, the intent of this joint wildland program is to reduce the overall wildfire risk of the communities it serves through effective mitigation, appropriately-scaled wildfire suppression, and collaborative community outreach and education.

In June of 2021, Eagle County entered into an IGA with GEFPD and ERFPD, by which it dedicated \$184,740 to assist EV Wildland with filling two crew lead positions and purchasing necessary equipment and supplies. Subsequently, the Gypsum Fire Protection District (GFPD) joined EV Wildland, cementing the participation by all three of the Valley's fire protection districts.

In 2022, ERFPD, GEFPD, and GFPD will jointly dedicate to wildland programming approximately \$578,000² in equipment, supplies and capital costs (this figure does not include the cost of personnel). Of critical importance, however, while the three fire districts will jointly commit this level of funding to wildfire protection, and possess the expertise and leadership to safely, effectively and efficiently oversee a comprehensive wildland program of the scope and scale necessary to meet the community's growing wildfire risk, they lack sufficient personnel to effect desired outcomes of reducing community risk through mitigation, education and suppression. Consequently, this proposal seeks funding to enhance the valley's wildland capabilities in addition to the wildland program funding already provided by the three fire districts, as cited above.

¹ US Census of July 1, 2019: <https://www.census.gov/quickfacts/eaglecountycolorado>

² Pending Board approval of Fire District budgets

Eagle Valley Wildland Program – 2022 Goals and Objectives

2022 program goals include:

- Implement risk reduction strategies in communities served by EV Wildland, in collaboration with Eagle County's Wildland Mitigation program
- Foster partnerships with other communities served by EV Wildland.
- Enhance ongoing community outreach and education efforts
- Enhance mitigation and response capabilities

Given the imperative to reduce the valley's overall wildfire risk through mitigation and response, the 2022 program endeavors to pursue numerous mitigation projects that either reduces the fuel in specific areas, or creates strategically placed fuel breaks. Acquiring the personnel and equipment necessary to pursue these projects will also enhance EV Wildland's response capabilities.

It takes hard work, good communication, and strong partnerships to effectively respond to disasters. With the risk of more frequent, more intense, and less predictable wildfires on the horizon (as well as other risks), we need to be better prepared to deal with these events, both during the event and during the long period of recovery. Investing in partnerships now will enhance our ability as a community to prepare for and face the challenges of the future.

A proposed project list for the 2022 program may be found in Appendix A.

Eagle Valley Wildland Program – 2022 Costs

To achieve its 2022 goals, EV Wildland seeks to add four crew members (wildland firefighters) along with the associated equipment and supplies to its 2022 program for a cost of \$322,222. This figure is in addition to the approximately \$578,000 the three fire districts will dedicate to wildland programming in 2022, as previously cited.

A proposed budget for the 2022 program may be found in Appendix B.

Appendix A: Project List (alphabetical order)

The following list is comprised of projects that EV Wildland has to date identified through risk assessments, or review of local Community Wildfire Protection Plans (CWPPs).

Note: not all of the projects in this list will be completed in 2022; rather, project completion will depend on funding, weather, prioritization of risk, and the incidence of wildfires during the 2022 wildfire season.

Arrowhead / Bachelor Gulch / Beaver Creek

- Provide technical assistance to metro district(s) as they implement Healthy Forest Plan and mitigation actions outlined in community risk assessment(s).
- Assist as necessary and feasible with removal of unhealthy trees on open space and along roadways.
- Assist with implementation of 5 alternative evacuation route improvements in Bachelor Gulch and new signage.
- Provide technical and financial assistance to HOA's as they implement property specific mitigation plans, including (but not limited to):
 - The Chateau at Beaver Creek
 - The Borders Lodge
 - Ridgepoint Townhomes
 - The Trailhead (Arrowhead)

Bellyache Ridge

- Determine feasibility of implementing mitigation projects at the communication tower, as indicated in CWPP.
- Hazardous tree removal along Bellyache Ridge Road through the entire community.
- Improve evacuation route from Bellyache Backcountry, and develop agreements with Diamond Star Ranch.
- Fuel-reduction on HOA open space (aka: Ferry's Ditch along Bellyache Ridge Road).
- Assist with technical and financial assistance on HOA Community Chipping Program.

Colorow / Cattleman's Club

- Evacuation route improvements and new signage.

Cordillera

- Divide - assist metro district with creation and implementation of fuel break on the western boundary of the community.
- Divide and Ranch - assist with hazardous tree removal along roadways.
- Ranch - assist with slash pile burning (20 piles).
- Summit - assist with slash pile burning (20 piles).
- Territories - Maintenance of evacuation route to Brush Creek Road.
- Provide wildfire hazard and Home Ignition Zone training for Grand Manors staff.
- Assist Grand Manors staff with implementation of POA wildfire mitigation ordinance.

Diamond Star Ranch

- Determine feasibility of implementing a secondary egress route for Bellyache Ridge.

Singletree

- On-going coordination and technical assistance for fuel reduction work on open space.

Town of Avon - Wildridge / Wildwood / Mountain Star

- Complete fire break plan (CWPP) - burn 60+ piles.
- Assist with Mountain Star with community pile burn as necessary.
- Determine feasibility of evacuation route via June Creek Road.

Town of Minturn

- Assist town with maintenance and defensible space improvements around gun range.

Town of Eagle

- Fuel reduction for open space that backs up to The Bluffs.
- Eagle Ranch fuel-break construction and maintenance.
- Town of Eagle prescribed fire project (Brush Creek).
- Town of Eagle forest thinning and fuel reduction (multiple locations).

Eby Creek Mesa

- Fuel reduction on HOA open space (10 acres).
- Slash pile burning (100+ piles).
- Assist with on-going community chipping program.
- Complete updated risk assessment for community FireWise recognition.

Town of Red Cliff

- Assist volunteers with tree removal in Greenwood Cemetery.
- Develop and implement fuel reduction on town property adjacent to the Greenwood Cemetery to protect against wildfires originating on White River National Forest.

Ute Forest

- Assist HOA with on-going fuel reduction work along primary access to community.

Town of Gypsum

- Determine feasibility of implementing prescribed fire and slash-pile removal near Dry Lake MX Park.
- Assist town with wildfire mitigation actions outlined in Gypsum Creek Source Water Protection Plan.
- Reassess and explore updating the CWPP for the Gypsum Area.

- Maintain previous fuels mitigation on Red Hill.
- Facilitate collaboration for escape routes for The Red Hill and Sky Legend areas.

Appendix B: 2022 Program Budget

Joint Wildland Funding (ERFPD, GEFPD, GFPD): \$578,000
Current Unfunded: \$307,622
Total 2022 Proposed EV Wildand Funding: \$885,622

Unfunded detail:

2022 Equipment (Non-Capital) Supplies and Maintenance

Item	Unit Cost	Number of Units	Line Item Total
Personal Protective Equipment	\$ 1,200	8	\$ 9,600
Uniforms	\$ 250	6	\$ 1,500
Chainsaws w/Accessories	\$ 1,700	4	\$ 6,800
Chainsaw R&M	N/A	N/A	\$ 2,400
800 MHz Handheld Radios	\$ 3,000	6	\$ 18,000
BK Radio	\$ 1,500	6	\$ 9,000
Miscellaneous Related to Hiring	N/A	N/A	\$ 1,500
Total 2022 Equipment, Supplies and Maintenance			\$ 48,800

2022 Recurring Costs

Item	Estimated Cost Per Month	Number of Items	Total Cost per Year
Data Plans	\$ 50	4	\$ 200
Apparatus Repair/Maintenance	N/A	N/A	\$ 7,000
Fuel	N/A	N/A	\$ 7,200
800 MHz User Fees	N/A	N/A	\$ 6,000
Total 2022 Recurring Costs			\$ 21,000

2022 Personnel Costs

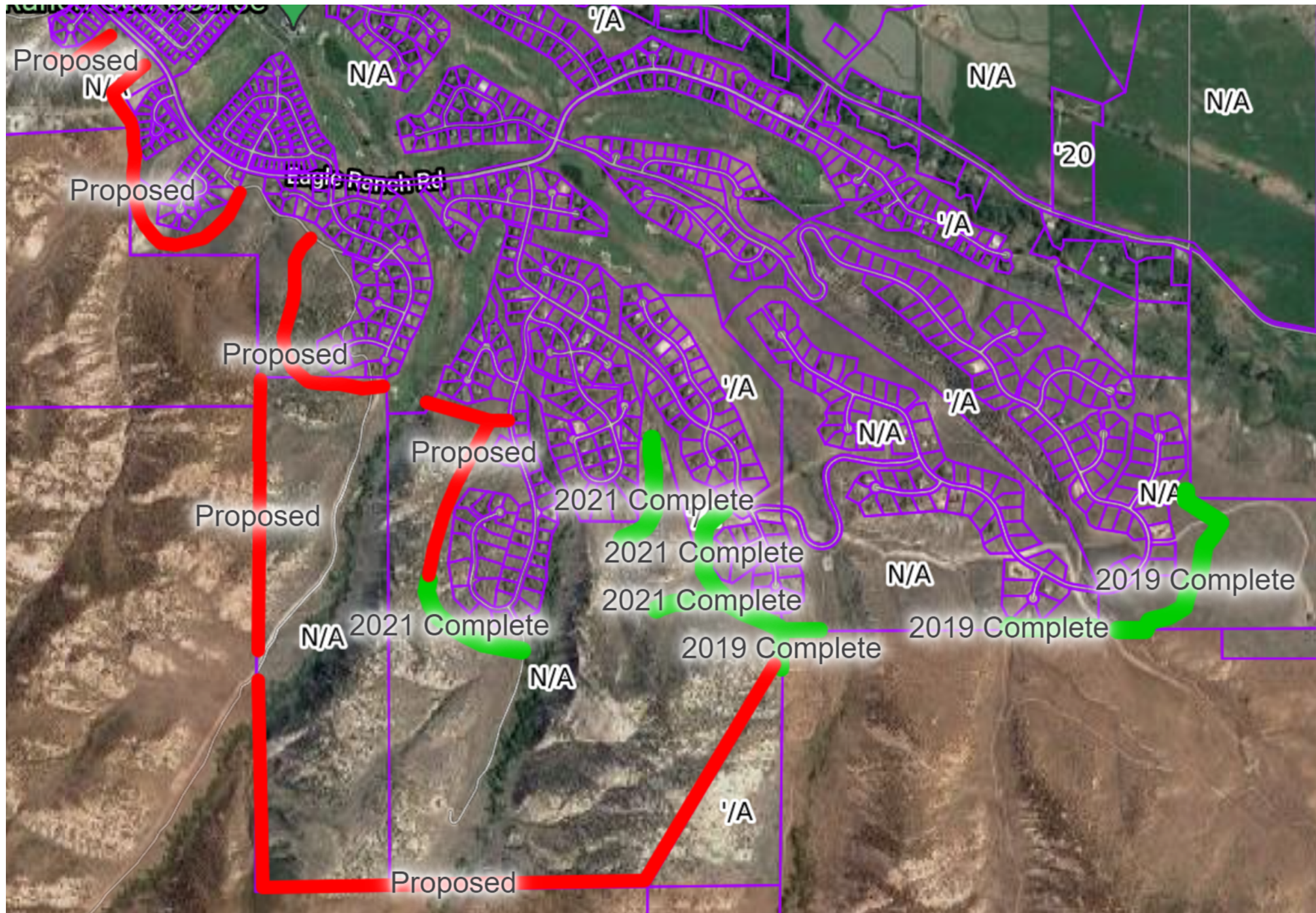
Position or Item	Number of Positions	Hourly Wage	Hourly Benefits per Position	Cost Per Hour per Position	Total Hiring Cost	Line Item Total
Crew Boss	2	\$ 25.00	\$ 10.25	\$ 35.25	N/A	\$ 146,640
Senior FF (Six Months)	2	\$ 21.00	\$ 1.95	\$ 22.95	\$ 1,200	\$ 50,136
FF (Six Months)	2	\$ 17.00	\$ 1.58	\$ 18.58	\$ 1,200	\$ 41,046
Professional Development	6	N/A	N/A	N/A	N/A	\$ 3,000
Incident Overtime						\$ 15,000
Total 2022 Personnel						\$ 237,822



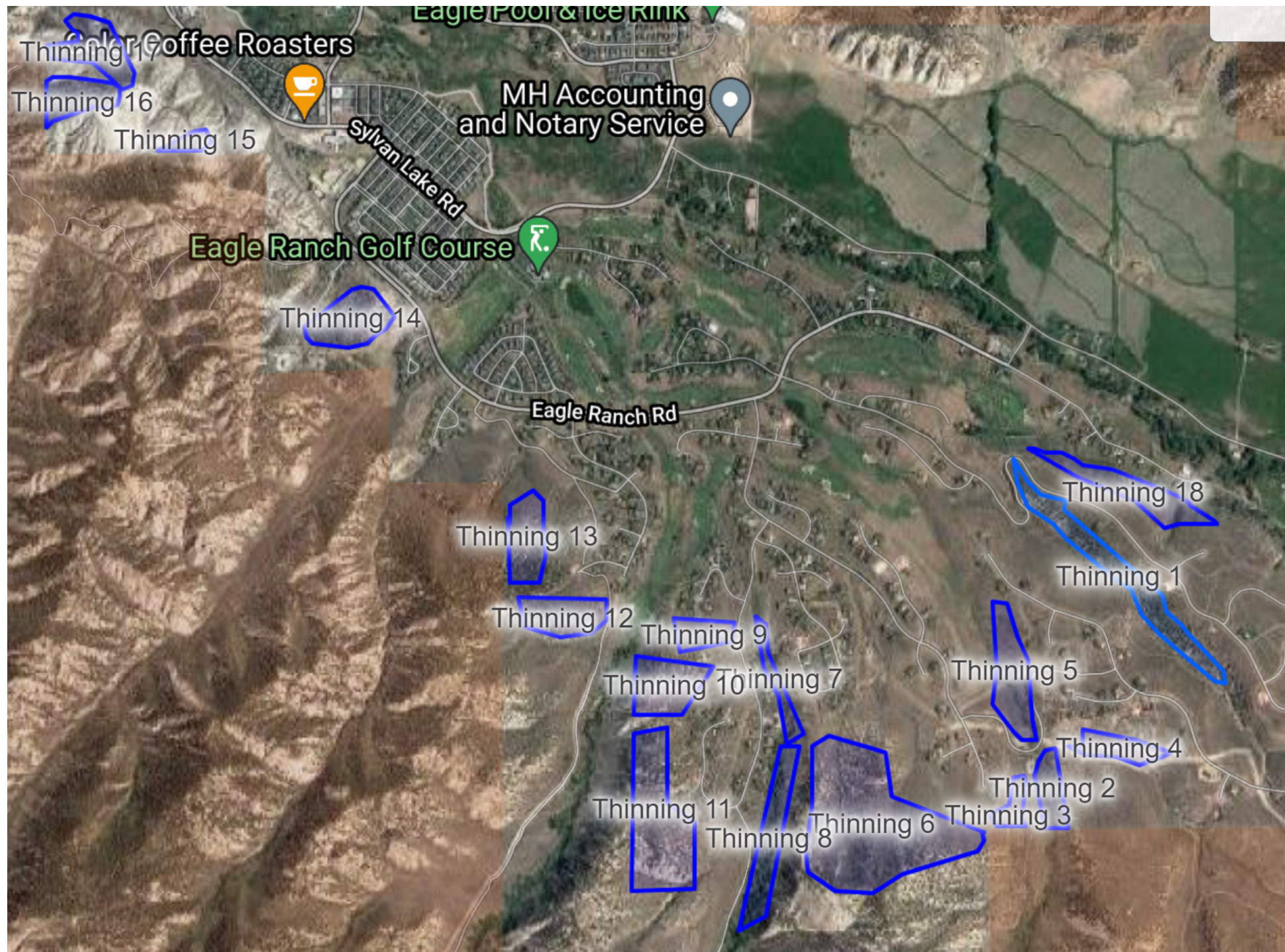
Fire Adapted Eagle 2022-2025

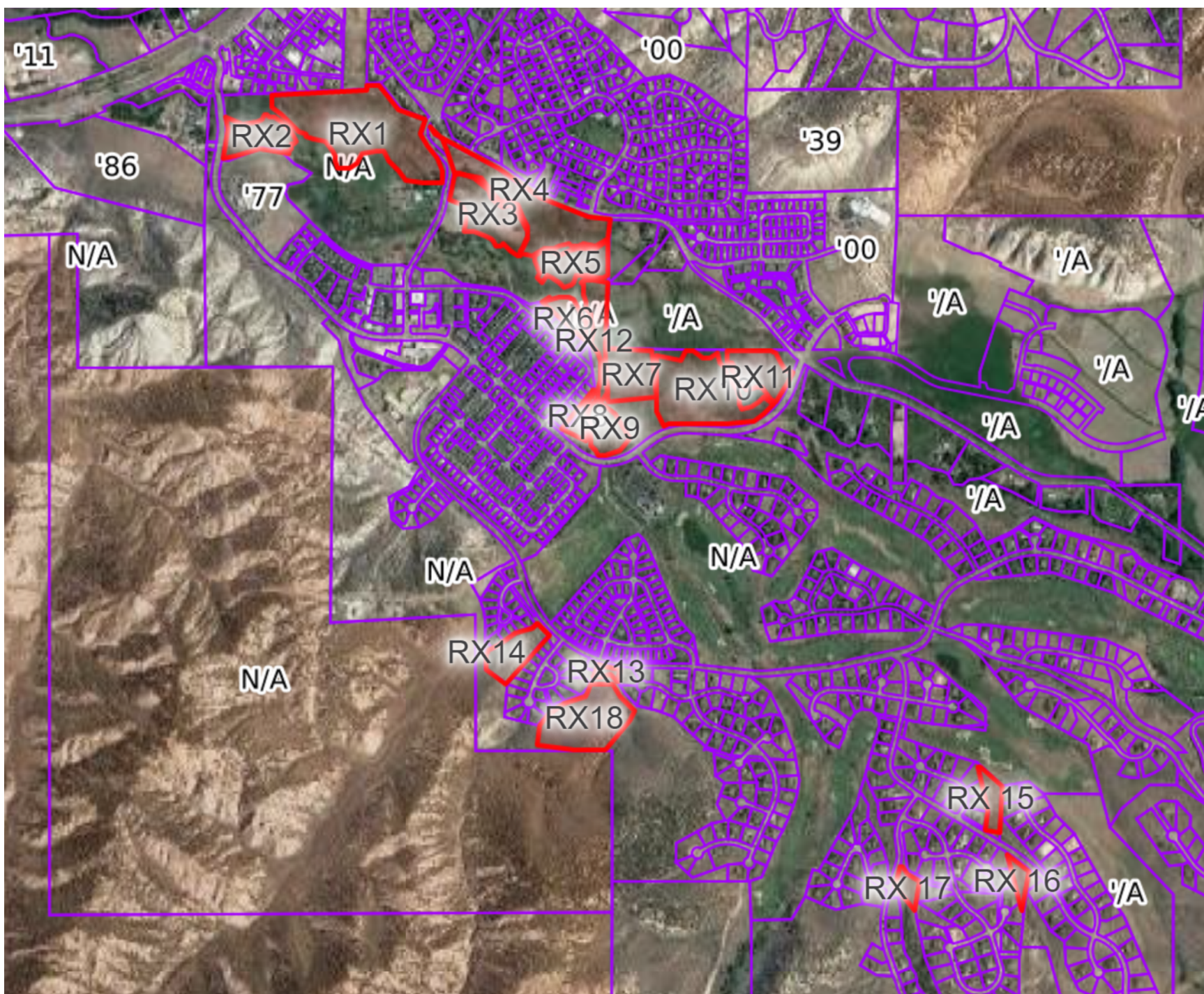
Continuing the success

- Ready, Set, Go! Award for excellence on the Fire Adapted Eagle Project
- Over 20,000 personnel hours worked
- Over 600 Firefighters Trained
- 3.5 Miles of tactical fuel breaks

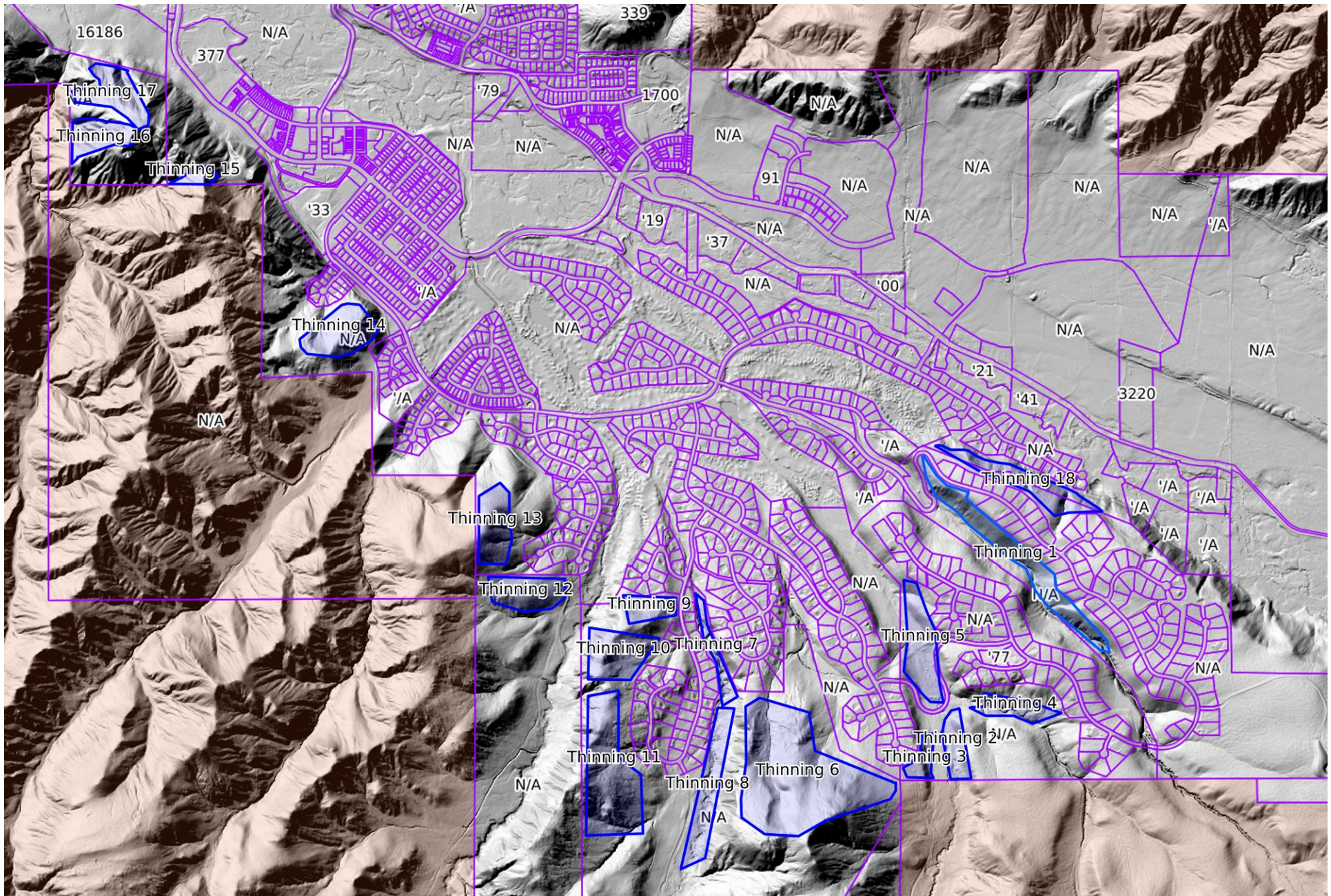




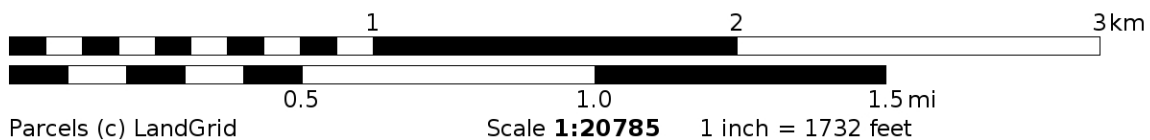








Mercator Projection
WGS84
USNG Zone 13SCD



MEETING MINUTES
Town Council
Tuesday, September 14, 2021
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with optional access for the public to attend via Zoom.

CALL TO ORDER - 6:00 PM

Mayor Turnipseed called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
David Gaboury, Janet Bartnik, Geoffrey Grimmer

COUNCILMEMBERS ABSENT

None

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Kelly Huitt, Interim Finance Director
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Joey Stauffer, Police Chief
Dennis Wike, Town Engineer
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

MOTION: Councilmember Janet Bartnik motioned to amend the agenda by removing the presentation from the Eagle Valley Wildland Program. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

PUBLIC COMMENT

Mayor Turnipseed opened Public Comment for items not on tonight's agenda, there was no public comment.

PRESENTATIONS

1. Eagle Valley Wildland Program - 2022 Proposal – *(This item was removed)*

CONSENT AGENDA

MOTION: Councilmember Mikel Kerst motioned to approve the consent agenda. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

1. Minutes - August 24, 2021
2. Bill Pay - August 2021

3. Resolution No. 64, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds from Escrow Established for the Performance Guarantee for Haymeadow Filing 1 and Substitute it for a Letter of Credit"
4. Building Permit Fee Waiver for Town of Eagle Project

STAFF REPORTS

1. Town Manager Update
Council comments: request for staff to bring the building permit fee waiver policy for town projects for council review.
2. Department Update
Council comments: thanked Officer Scriver for recent actions. Request to look at tree grates along Broadway for hazards. Inquiry on the council candidate's public forum. Town staff and the Chamber are working on a forum and orientation.

LIQUOR LICENSE AUTHORITY

1. PUBLIC HEARING: Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle - Request for Transfer of Ownership of a Hotel & Restaurant Liquor License
Mayor Turnipseed convened as the Liquor License Authority and opened the public hearing.

Mayor Scott Turnipseed opened public comment, there was no public comment.

MOTION: Councilmember Janet Bartnik motioned to approve the Findings and Order approving a Transfer of Ownership of a Hotel & Restaurant License for Gizmos Authentic Italian LLC dba Ristorante TiAmo Eagle - located at 94 Market Street and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

2. PUBLIC HEARING: Social Oak Wine LLC - Request for a new Hotel & Restaurant Liquor License
Mayor Scott Turnipseed requested to recuse himself.

Mayor Pro Tem Mikel Kerst opened the public hearing and requested public comment. There was no public comment.

MOTION: Councilmember Janet Bartnik motioned to approve the Findings and Order approving a new Hotel & Restaurant License for Social Oak Wine LLC - located at 1143 Capitol Street St. #3 and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado. The motion was seconded and passed with a vote of 5 in favor (Kerst, Bodenheimier, Gaboury, Bartnik, and Grimmer), 1 recused (Turnipseed) and 0 opposed.

BUSINESS ITEMS

1. Resolution No. 63, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding Establishing a Regional Transportation Authority"
Brandy Reitter presented this item.

Council comments: discussion on advantages of establishing this entity and funding proposals. Brandy provided this could be property tax-funded as a special district, however, all funding options will be discussed by the RTA board if the ballot passes.

MOTION: Councilmember Ellen Bodenhemier motioned to approve Resolution No. 63, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Memorandum of Understanding Establishing a Regional Transportation Authority". The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

2. Resolution No. 61, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two Members to the Land Use and Development Code Update Committee"

MOTION: Councilmember Janet Bartnik motioned to approve Resolution No. 61, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two Members to the Land Use and Development Code Update Committee". The motion was seconded and passed with a vote of 6 in favor and 0 opposed.

3. Discussion regarding an amendment to Chapter 3 of the Elevate Eagle Comprehensive Plan including an update to the Future Land Use Map and Land Use Categories.

Peyton Heitzman presented this item.

Public comment: Tom Boni requested consideration for a change to the future land use map for the property north of the parking lot of City Market.

Council comments: discussion on including the proposed amendment to the west. Council was split on including this addition. There was no further public comment. Staff will provide council comments to the Planning Commission.

4. Resolution No. 62, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting the Application for Grant Funding from the Colorado Department of Local Affairs"

MOTION: Councilmember Geoffrey Grimmer motioned to approve Resolution No. 62, Series 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting the Application for Grant Funding from the Colorado Department of Local Affairs". The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

5. Town of Eagle Support for Community and Partner Initiatives

Brandy Reitter presented this item.

Council comments: after discussion council would like a policy and criteria for considering requests for support to be brought to the council for review. In the meantime, staff will bring requests for ballot support to the council until a policy is developed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Art Wall Discussion

Council discussed options for the art wall structure and including landscaping to filter the view of the Alpine Lumber fence. Staff will provide alternatives and costs that will stay in line with the original budget amount of \$200,000.

2. Future Agenda Items

3. Council Committee Updates

Councilmember Ellen Bodenheimer updated the council on the OSRAC meeting held today. Discussion on wildlife closures and effects on bike travel on Brush Creek Road.

4. Eagle Today Writer - September

Councilmember Janet Bartnik was selected.

EXECUTIVE SESSION - 7:10 PM

MOTION: Councilmember Janet Bartnik motioned to enter into Executive Session pursuant to C.R.S. § 24-6-402(4)(a)(e) - concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; and to determine positions, develop a negotiating strategy and instruct negotiators regarding the Town of Eagle River Park, and pursuant to C.R.S. § 24-6-402(4)(f) – relating to personnel matters, regarding performance review of the Town Manager, and request to adjourn the regular meeting at its conclusion. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Gaboury, Bartnik, and Grimmer) and 0 opposed.

Executive Session:

1.
- 1) pursuant to C.R.S. § 24-6-402(4)(a)(e) - concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; and to determine positions, develop a negotiating strategy and instruct negotiators regarding the Town of Eagle River Park, and

2) pursuant to C.R.S. § 24-6-402(4)(f) – relating to personnel matters, regarding performance review of the Town Manager, and

3) request to adjourn the regular meeting at its conclusion.

ADJOURN - 8:20 PM

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner I, Community Development Department
Chad Phillips, Director, Community Development Department

Date: September 28, 2021

Agenda Item: Resolution 67, Series, 2021, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 761 Sylvan Lake Road (Talon Flats)"

REQUEST:

Staff is requesting the Town Council review and approve a resolution authorizing a Development Agreement and performance guarantee for public and private improvements at the Talon Flats project.

INTRODUCTION:

On April 21, 2020 the Planning & Zoning Commission approved a minor development permit for Talon Flats at 761 Sylvan Lake Road / 1203 Capitol Street. A Development Agreement was not issued at this time for this minor development permit. It came to staff's attention that public improvements were required of the applicant on September 17, 2021 and staff approached the Developer (Talon Flats, LLC) to discuss what stages those improvements were in and the requirement for the Town to execute a Development Agreement (DA) and Performance Guarantee (PG) for the acceptance of public improvements. The developer has secured \$37,047.90, as assurance that the public improvements will be designed and built in conformance with Town standards. Of this total, \$19,580 was retained for final streetlight improvements and \$2,182.90 for the 2-year warranty period for accepted public improvements. The Town has also collected \$10,285.00 for incomplete private improvements.

ANALYSIS:

Staff is requesting this agreement to achieve conformance with Sections 4.06.020.(F), (G) and Section 4.13.240 of the Municipal Code. The DA also includes provisions regarding the conveyance of public improvements. Public improvements will be conveyed to the Town at the same time as the release of the Performance Guarantee. Once the Town Engineer has issued a certificate of final acceptance for completed public improvements, staff will submit a request to Council to release \$27,907.00 back to the developer. The remaining \$4,140.90 would be retained for the 2-year warranty period.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This request has no budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request does not align with any strategies and is administrative.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution 67, Series 2021, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 761 Sylvan Lake Road (Talon Flats)”

ATTACHMENTS:

- Resolution 67, Series, 2021
- Development Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 67
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A DEVELOPMENT AGREEMENT FOR 761 SYLVAN LAKE ROAD (TALON
FLATS)

WHEREAS, Developer owns the real property with an address of 761 Sylvan Lake Road/1203 Capitol Street, Eagle, CO, and more particularly described as Eagle Ranch Filing 27, Lot 2 (the "Property");

WHEREAS, Developer desires to develop the Property and has filed an application for a Minor Development Permit (the "Development");

WHEREAS, Section 4.06.020(F) of the Code requires a developer to furnish the Town with a performance guarantee to secure the construction and installation of all public improvements required by the approved Development Plan as a condition for the issuance of a Development Permit; and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Development.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby approves the Development Agreement for Talon Flats in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 28, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2021 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and Talon Flats, LLC, a limited liability company with an address of 270 Saint Paul St, Suite 300, Denver, CO 80206 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property with an address of 761 Sylvan Lake Road/1203 Capitol Street, Eagle, CO, and more particularly described as Eagle Ranch Filing 27, Lot 2 (the "Property");

WHEREAS, Developer desires to develop the Property and has filed an application for a Minor Development Permit (the "Development");

WHEREAS, Section 4.06.020(F) of the Code requires a developer to furnish the Town with a performance guarantee to secure the construction and installation of all public improvements required by the approved Development Plan as a condition for the issuance of a Development Permit; and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Development.

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

SECTION 1 - SCOPE OF THIS AGREEMENT

1.1 **Purpose.** This Agreement is intended to set forth the Parties' understanding and agreement as to the development of the Property including but not limited to the nature of the development proposed for the Property, the procedures, limitations and standards applicable to the construction of public and other required public improvements to be installed to serve the Property, the responsibilities of the Parties for various costs, fees and charges, and as to such other matters the parties believe can be adequately addressed at this time.

1.2 **Rights Reserved.** It is not the intention of the Parties to diminish or limit the Town's legislative, quasi-judicial, or other powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security documents, improvements, and conveyances, except as otherwise set forth in this Agreement.

SECTION 2 – PUBLIC IMPROVEMENTS

2.1 Public Improvements. Developer agrees to construct, at its own expense, the public improvements necessary for the Development (the "Public Improvements"), subject to the terms and conditions set forth herein and in accordance with the Development Plan.

2.2 Compliance with Applicable Law. Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

2.3 Construction.

a. All Public Improvements shall be installed and completed at the expense of Developer, and dedicated or conveyed to the Town upon the Town's acceptance thereof. The estimated cost of the Public Improvements is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Estimated Costs").

b. At Developer's expense, the Town may make reasonable engineering observations and require testing during construction of the required Public Improvements in such reasonable intervals and upon reasonable notice, as the Town Engineer may request, in accordance with the Town's engineering standards, Water Distribution Regulations, and Wastewater Regulations, or as otherwise determined by the Town Engineer. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

c. Developer shall provide all necessary engineering designs, surveys, field surveys, and "as-built" drawings for all Public Improvements which shall be approved by the Town Engineer. The "as-built" locations of all utility service lines shall be prepared by a registered land surveyor at Developer's sole expense. No Certificate of Occupancy for any building or structure within the Development shall be issued until the required "as-built" drawings have been submitted to the Town. In addition, all expenses incurred for this Property by the Town in updating the Town's base maps shall be paid by Developer to the Town. Developer shall submit

both hard copy and electronic files of the “as-built” drawings. The format of the electronic files shall be AutoCAD 2004 or latest edition thereof.

2.4 Completion.

- a. The Public Improvements shall be completed on or before _____.
- b. Upon completion of construction by Developer of the Public Improvements, Developer shall submit to the Town Engineer a written request for an inspection and the preparation of a Final Acceptance Punch List. Upon receipt of such request, the Town Engineer shall inspect the Public Improvements and prepare a written Final Acceptance Punch List which shall be provided to Developer within 30 days of receipt of the written request from Developer. Within 90 days from receipt of the Final Acceptance Punch List, Developer shall make all corrections necessary to bring the system or Public Improvements into conformity with applicable Town standards and all plans, as approved.
- c. Upon completing the Final Acceptance Punch List work, Developer shall submit to the Town Engineer a written request for final acceptance. The Town Engineer shall then inspect said Public Improvements and issue a written determination as to whether the Final Acceptance Punch List work has been satisfactorily completed within 30 days of Developer’s request. If the Town Engineer determines that the Final Acceptance Punch List work has not been satisfactorily completed, the Town Engineer shall issue a revised written Final Acceptance Punch List to Developer.

SECTION 3 – WARRANTY

Developer warrants all Public Improvements for a period of 2 years from the date the Town’s Engineer certifies that the Public Improvements conform with the terms of this Agreement and the Code. Specifically, but not by way of limitation, Developer warrants the following:

- (a) That the title conveyed shall be good and its transfer rightful;
- (b) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- (c) Any and all facilities conveyed shall be free of any and all defects in materials or workmanship.

SECTION 4 – NUISANCES

Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated to the satisfaction of the Town, the Town may, upon 30 days’ written notice, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may

exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

SECTION 5 – LANDSCAPING

Developer shall submit to the Town for review and approval a final landscaping plan prior to commencing any landscaping work. Developer shall install, at its sole cost and expense, all landscaping shown in said landscaping plan together with a complete drip irrigation system for such landscaping. Developer shall be solely responsible for the adequate and proper maintenance of all on-site and off-site landscaping adjacent to the Property.

SECTION 6 - WATER AND WASTEWATER SERVICE

6.1 Dedication of Water Rights. The Town acknowledges that sufficient water rights have previously been dedicated to the Town to serve the Development.

6.2 Water Service. Upon completion of the water system improvements necessary to serve the Development, the Town shall provide municipal treated water service to the Development. Provision of water service to the Development shall be made pursuant to agreement by the Town and shall be made available upon full payment of an applicable plant investment fee and utility connection charges at the then applicable rate set forth in the Code. The plant investment fee shall be fully paid prior to the issuance by the Town of a building permit.

6.3 Wastewater Collection System Improvements. Developer, at its sole cost and expense, shall design, purchase, and install all elements of the wastewater collection system located on the Property to fully service the Development in accordance with any design drawings, plans and specifications submitted with the Development Plan and approved by the Town Engineer, and applicable Uniform Non-discriminatory Regulations of the Town in effect at the time of issuance of the Major Development Permit.

6.4 Wastewater Service. Upon completion of any wastewater collection system improvements necessary to serve the Development by Developer, and upon approval and acceptance by the Town Engineer, the Town agrees to provide wastewater treatment and collection service to the Development. The plant investment fee shall be paid prior to the issuance by the Town of a building permit. Provision of wastewater service by the Town to the Development shall be made pursuant to agreement by the Town and on a first come/first served basis with other wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate as set forth in the Code.

SECTION 7 - PERFORMANCE GUARANTEE

7.1 General. To secure the construction and installation of the Public Improvements, Developer shall furnish the Town with cash or an irrevocable standby letter of credit that is acceptable to the Town in an amount equal to 110% of the Estimated Costs.

7.2 Delivery. Developer shall furnish to the Town the security required by this Section prior to commencing any work on improvements to the Property. Developer shall not commence any work within the Development until such approved security is furnished to the Town.

7.3 Additional Standards. The security required by this Section shall be subject to Section 4.06.020(F) of the Code.

7.4 Increase in Estimated Costs. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs at the time a building permit is issued and annually if the Public Improvements have not been completed. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Developer. Developer shall, within 30 days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs. If Developer fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for in this Agreement; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Developer for all Public Improvements which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed.

7.5 Partial Release. Upon completion of portions of the required Public Improvements by Developer, evidenced by a detailed cost breakdown of the completed Public Improvements, the amount of any letter of credit issued pursuant to this Agreement may be reduced by up to 20% of the approved estimated cost for the installation of such Public Improvements, upon application of Developer, and approval by the Town Manager. Upon completion of all of the required Public Improvements by Developer, and upon final inspection and approval by the Town Engineer of all such Public Improvements, the Town Manager shall further authorize the reduction of the amount of the security to 10% of the total actual cost of such Public Improvements.

7.6 Full Release. The security issued pursuant to this Section shall be fully released and discharged by the Town upon expiration of the 2-year warranty period, provided that, if defects are not satisfactorily corrected within such 2 years, the Town may require new security and withhold the issuance of any further building permits until new security is supplied.

7.7 Draw. If the required Public Improvements are not satisfactorily constructed or completed within the time specified in Section 2.4, the Town may draw on the security to complete the Public Improvements. If the security is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement or satisfactorily completed the Public Improvements, the Town may draw on the security and either hold such funds as security for performance of this Agreement or spend such funds to complete the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate. If the Town has drawn on the security and a satisfactory replacement guarantee is thereafter provided or the Public Improvements have been completed, then the Town will release any funds received as a

result of its draw within a reasonable period of time, or within 10 calendar days of a request by Developer.

SECTION 8 - INDEMNIFICATION

8.1 By Contractors. Any contractor employed by Developer who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall agree to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

8.2 By Developer. In addition to the indemnification required by Section 8.1, Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by Developer, or its agents, contractors or employees pursuant to this Agreement.

SECTION 9 - INSURANCE

9.1 Required. Developer and every contractor hired by Developer to perform work under this Agreement shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor.

9.2 Amounts. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

(a) Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work.

(b) General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and

employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

9.3 Form. The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

9.4 Certificate. Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been provided to the Town.

SECTION 10 - REIMBURSEMENT OF COSTS

10.1 Development Review Costs. Pursuant to Section 4.03.080(C)(2) of the Code, Developer shall pay to the Town the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with Developer's Minor Development Permit application. Said costs shall be paid in full prior to the issuance of the Minor Development Permit.

10.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the required Public Improvements, Developer shall pay to the Town the actual cost of all inspections of such Public Improvements made or conducted at the direction of the Town Administrator, Town Engineer, or Public Works Director, including the reasonable value of a salaried employee's time, as provided in Section 4.03.080(D)(1) of the Code.

SECTION 11 – FEES AND DEDICATIONS

11.1 Street Improvement Fee. In accordance with Section 4.13.220 of the Code, Developer shall pay to the Town the sum of \$15,317.76 for street improvement fees for the Development, prior to the issuance of the Minor Development Permit.

11.2 Fire Protection Impact Fees. In accordance with Section 4.13.230 of the Code, Developer shall pay to the Town the sum of \$23,521.75 for fire protection impact fees for the Development, prior to the issuance of a Minor Development Permit.

11.3 Public Safety Impact Fee. In accordance with Section 4.13.250 of the Code, Developer shall pay to the Town the sum of \$27,111.60 for public safety impact fees for the Development, prior to the issuance of the Minor Development Permit.

11.4 School Land Dedication Fee. In accordance with Section 4.13.190 of the Code, Developer is not subject to school land dedication fee.

11.5 Easements. Developer shall dedicate to the Town, at no cost, free and clear of any liens and encumbrances, easements required for extension of utilities, drainage, access, or any other use depicted in the engineering drawings approved by the Town Engineer.

SECTION 12 – BREACH AND REMEDIES

12.1 Breach. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

12.2 Remedies. If Developer breaches any provision of this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation:

- (a) The refusal to issue any building permit or certificate of occupancy;
- (b) The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- (c) A demand that the security given for the completion of the Public Improvements be paid or honored; or
- (d) Any other remedy available at law or in equity.

12.3 Additional Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

SECTION 13 - MISCELLANEOUS

13.1 Assignment. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

13.2 Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

13.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13.4 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

13.5 Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

13.6 No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

13.7 Notice. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

13.8 Integration. This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

13.9 Recordation. This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder, and shall be a covenant running with the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

Bryan Desmond, Talon Flats, LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2021, by
_____ as _____ of Talon Flats, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

Talon Flats 1203 Capitol Street
Development Improvement
Probable Cost

Status Quantity Unit Price Total Performance Bond Amount

List of ToE Public Improvements

Street Lights to match existing on Capitol Street	110%	1	\$ 4,450.00	\$ 4,450.00	\$ 4,895.00
Street Lights to match existing on Sylvan Lake	110%	2	\$ 4,450.00	\$ 8,900.00	\$ 9,790.00
Street light on corner of Sylvan Lake & Capitol	110%	1	\$ 4,450.00	\$ 4,450.00	\$ 4,895.00
Patmore Ash (Fraxinus pennsylvanica) Street Trees	10%	5	\$ 856.00	\$ 4,280.00	\$ 428.00
Cast iron tree grate model R-8811	10%	5	\$ 890.00	\$ 4,450.00	\$ 445.00
Sidewalk, curb and gutter	10% NA			\$ 12,450.00	\$ 1,245.00
Flower Pot w/flowers	10%	1	\$ 89.00	\$ 89.00	\$ 8.90
Bicycle Rack	10%	1	\$ 560.00	\$ 560.00	\$ 56.00
TOTAL				\$ 39,629.00	\$ 21,762.90

Private Improvements

(2) Street Lights to match existing – rear of building	Incomplete		\$ 4,450.00	\$ 8,900.00	\$ 9,790.00
(1) Trash Receptacle	complete				
(1) 6' Metal Bench	Incomplete		\$ 450.00	\$ 450.00	\$ 495.00
(1) Bearsaver trash container	complete				
(1) Picnic table					
(1) BBQ Grill	complete				
Pathways on North and West of Building (new concrete paving with score lines)	complete				
(2) Flower Pots w/flowers	complete				
Landscaping Items:					
(8) Aspen Trees (Populus temuloides)	complete				
(1) Canada Red Cherry Tree (Prunus virginiana 'Shubert')	complete				
(37) Isanti 'Redwig' Dogwood (Cornus stolonifera)	complete				
(10) Blue Chip Juniper (Juniperus horiz)	complete				
(30) Buffalo Juniper (Juniperus sabina)	complete				
(20) Gold Drop Potentilla (Potentilla fruticose)	complete				
(3) Purple Leaf Plum (Prunus x cisterna)	complete				
(27) Froebel Spirea (Spiraea japonica)	complete				
(13) Snowmound Spirea (Spirea nipponica)	complete				
(6) Virginia Creeper (Parthenocissus quinquefolia)	complete				
Turf Grass – Bluegrass Sod	complete				
Mulch	complete				
Irrigation system	complete				
Topsoil	complete				
TOTAL				\$ 9,350.00	\$ 10,285.00

Bond Total \$ 32,047.90



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 28, 2021

Agenda Item: CU Outdoor Recreation Economy District Research and Strategy Professional Services Agreement (PSA) Revision

REQUEST:

Staff requests that the Town Council review a revised PSA for the CU Outdoor Recreation Economy District Research and Strategy PSA.

INTRODUCTION:

On August 24, the Town Council approved a PSA between CU Boulder for the CU Outdoor Recreation Economy District Research and Strategy project. Staff didn't have CU Boulder review the contract before it was presented to the Town Council. CU Boulder reviewed the PSA approved in August and provided the Town with comments and the attached PSA has been revised. Staff is comfortable with the changes and recommends approval.

ANALYSIS:

The changes to the contract included updates to indemnification, intellectual property ownership, and a revised date for completion. Once the contract is approved, CU Boulder and the Town can get started in October. If the Council wants to review what was presented on August 24, here is a [link](#) to the meeting.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no impact on the budget and staff associated with this agenda item.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Since the proposal is a revision to what was already approved, the alignment analysis can be found in the staff memo presented on August 24.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** this item on the Consent Agenda.

ATTACHMENTS:

- Professional Services Agreement (REVISED)
- Updated Scope of Work

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 24th day of August 2021 (the "Effective Date"), by and between the Town of Eagle, 200 Broadway, Eagle, CO 81631, a Colorado home rule municipal corporation (the "Town"), and The Regents of the University of Colorado a body corporate, acting on behalf of the Leeds School of Business at the University of Colorado, located at the University of Colorado Boulder, 3100 Marine St., Room 479,UCB 572, Boulder, CO 80309 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until January 15, 2022.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor a total not to exceed \$60,000 as described in Exhibit A as

stipulated in Contractor's Proposal submitted June 28, 2021, to the Town of Eagle. This amount shall include all fees, costs and expenses incurred by Contractor for the work described as an Outdoor Recreation Industry Economic Development Study. Additional work may be procured upon mutual agreement for the standard hourly rates described in the Scope of Work for projects identified and approved by the Town Manager and/or their designee. Contractor may submit invoices for monthly work provided in and completed in accordance with the proposed Scope of Services.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Title to Deliverables will reside with the Town. ("Deliverables" is defined as any and all documentation and materials provided by the Contractor to the Town per the Scope of Services) The Town shall grant and hereby grants to the Contractor the transferable right and license to use Deliverables for academic, educational and research purposes. The Contractor owns and will own solely (i) the know-how, methodologies, procedures, processes, software and other materials utilized in, provided by, or made available for use by Contractor in connection with performing the Agreement, and, (ii) excluding only Deliverables, the title to which resides with the Town, all intellectual property created or developed by the Contractor, including without limitation any inventions and discoveries conceived or first reduced to practice, computer software, and works developed, whether or not protectable by patent or copyright, in the performance of the Agreement or separately to facilitate the Scope of Services.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for

all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 2410-101, et seq., C.R.S., as amended (“Act”). Contractor shall maintain at all times during the Term the liability insurance, by commercial policy or self-insurance, as is necessary to meet Contractor’s liabilities under the Act.C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. LIABILITY

Each party shall be responsible for the negligent acts and omissions of its officers, agents, employees and legal representatives with respect to its obligations under this Agreement except that the Contractor’s liability is expressly limited by and subject to the Colorado Governmental Immunity Act, Colorado Revised Statute (“CRS”) §§ 24-10-101 et seq., and the Eleventh Amendment to the U.S. Constitution and nothing shall be construed as a waiver of such immunities.

IX. CONFIDENTIAL INFORMATION

The Town expressly acknowledges that the Contractor now possesses or will possess information of a confidential or secret nature in both written and unwritten form that has unique commercial value (“Confidential Information”). For purposes of this Agreement, Confidential Information includes, without limitation, processes, methods, computer programs or databases, data, inventions, improvements, techniques, marketing plans, product plans, strategies, and forecasts. The Town expressly acknowledges that the Town’s relationship with the Contractor creates a relationship of trust and confidence between the Town and the Contractor with respect to the Confidential Information and covenants not to use, disclose, disseminate, re-brand or solicit the use of said Confidential Information unless mandated by law or governing statutes, the Contractor provides prior written consent, it becomes public through no fault of the Contractor; it is rightfully received by the Contractor from a third party without a duty of confidentiality; it is disclosed by the Town to a third party without a duty of confidentiality; it is independently developed by the Contractor without use of the Town’s Confidential Information, as demonstrated by written evidence..

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland

Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon signed agreement by both Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. Both Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for breach of this Agreement.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Return of Property. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

M. Default. The Town may terminate this Agreement upon thirty days' written notice to Contractor if Contractor defaults in the timely performance of any provision of

**EXHIBIT A
SCOPE OF SERVICES**

See Attached

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Eagle (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program and provide such verification to the Town.

Signature

Date

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Statement of Work for Town of Eagle, CO

Outdoor Recreation Economy District Research and Strategy

Updated September 24, 2021

Submitted by: Joel Hartter, Brian Lewandowski, William Shutkin

Purpose of Engagement

To assist the Town of Eagle in researching and planning best in class models and strategies for a new “Outdoor Recreation Economy (ORE) District” (ORE District) to be located on approximately six acres within the Town limits, in support of certain land use and economic and community development goals identified in the Town’s 2019 Comprehensive Plan and Downtown Assessment.

Action Steps and Deliverables

Phase 1. Situation Analysis

This first phase will focus on plan and document review, meeting with stakeholders, market analysis and drafting a presentation deck on findings and strategic recommendations.

Phase 1 Consulting Team

- William Shutkin will lead this phase; act as primary point of contact to the town of Eagle; provide expertise on real estate and business development; and hire and supervise graduate student consultants. (10 hours/month)
- Brian Lewandowski will lead the market analysis and competitive community analysis
- CU Boulder graduate student roles include the following:
 - Feasibility assessment research and analysis (80-100 hours total)
 - Business community development research (150-200 hours total)
 - Business mentorship program pilot development (150-200 hours total)
 - Stakeholder engagement and local work group communication and facilitation support (30-50 hours)

1.1 Discovery and Research: Planning, Land Use and Real Estate Development (7 months)

1.1.1 Discovery

- Review 2019 Town of Eagle Comprehensive Plan, Downtown Assessment and other seminal planning documents.
- Meet with key Town administrative and planning staff to understand and assess the vision, plans, regulations (e.g., zoning) and other activities to date related to both overall community planning goals and the proposed ORE District, a special mixed-use, sustainable campus providing office, light industrial, residential and retail/restaurant space to support and grow the Town's emerging ORE.
- Meet with actual and/or potential ORE business and other commercial tenants interested in locating in the proposed ORE District to understand and assess their real estate needs, financial capacity and size of operation.

1.1.2 Research

- Research into best in class eco-industrial park and co-located business models from around the US and Canada, especially in resort and mountain town settings, and with a mixed-use or residential component, if applicable. Interview key local officials in select cities/towns around the US and Canada to gather data.
- Research into state and local renewable utility energy policies and programs that might support the operation of the proposed OREIP with green power.
- Research into emerging COVID/post-COVID trends in work-from-home and other forms of remote working that might affect the ORE District design, scale and development program.

1.1.3 Presentation Deck

- Create report and slide deck on research findings and recommendations for ORE District development.
- Delivery: 120 days after the contract has been signed.

1.2 Market and Economic Development

- This analysis will describe the Town economy and compare the Town economy to peer/competitive economies in Colorado and in other states. This phase will quantify firms, employment, and wages by industry NAICS code in Eagle County (and the Town), and illustrate the comparative economic strengths and weaknesses. This will include absolute and

relative growth metrics, location quotients, and measures of economic diversity.

- We will also provide an overview of area housing characteristics (e.g., rental versus owner-occupied, housing stock, etc.) and population characteristics (e.g., population by age, gender, race/ethnicity). This information will seed the feasibility of growing an outdoor industry economy in the Town.
- Project personnel will conduct focus groups and roundtable discussions with stakeholders to understand community needs and views of recreation. We will use this information to complete a SWOT analysis.
- Identify stakeholders and create stakeholder and asset maps to understand stakeholder interests, needs, and available resources and outdoor assets.
- We will work with the Town of Eagle to identify and recruit community stakeholders to be part of the Outdoor Economy Working Group who will work alongside project personnel as the project progresses.
- Key informant interviews will be conducted with those located in the Town and outside who represent different perspectives on outdoor recreation development.
- Delivery: 120 days after the contract has been signed.

Process and Timeline

We plan to complete Phase 1 by the end of December 2021. Below is the general project timeline

Date	Activity
Upon contract execution	Project Kick off Project team holds a series of Zoom meetings with key stakeholders to introduce the team and general project scope. During this phase, key participants from Town of Eagle identified. Students recruited
Day 1-Day 120	Phase 1.1 and 1.2 commence simultaneously. Coordinated and continuous work with Eagle stakeholders
120 days after the contract is signed.	Phase 1 deliverables delivered

Note: The exact timing and deliverables will be determined through close engagement with Town of Eagle personnel and other decision-makers.

Budget

The budget is based on current assumptions and scoping. The Town of Eagle will cover all pre-approved expenses. Throughout the life of the engagement, Project personnel will involve University of Colorado Masters of the Environment and MBA students in addition to the project leads.

Project Costs	Cost
Phase 1 • Document review and research • Market analysis • Stakeholder and asset mapping • Focus groups • Key informant interviews • Report out Costs include project leads and University of Colorado Students	\$60,000 - \$50,000 consulting (includes student consultants and some limited travel as needed) - \$10,000 overhead

Team Qualifications

Joel Hartter, PhD - Dr. Hartter is an Associate Professor and Director of Professional Education, overseeing both the [Masters of the Environment](#) and the [Outdoor Recreation Economy](#) professional programs. He has served in various advisory and consulting capacities for communities, non-profits, and organizations in areas of conservation, sustainability, stakeholder engagement, community development, and recreation economies. He is an expert in sustainability, environmental, social, governance (ESG), stakeholder engagement, and outdoor economies. As the Director of the MENV program, Dr. Hartter oversees the development of professional graduate education, external partnerships across the US, and leadership in leading edge professional education for the next generation of environmental managers and sustainability professionals. Dr. Hartter holds a PhD in geography, an MS in Forest Engineering, a BS in Mechanical Engineering, and a BS in German.

Brian Lewandowski, MBA - Mr. Lewandowski is the Executive Director of the Business Research Division at the Leeds School of Business, University of Colorado Boulder. Brian provides regional business and economic information and education, including economic and revenue forecasts, policy studies, economic impact analyses, and data workshops. Mr. Lewandowski has 14 years' experience conducting economic studies at CU Boulder. Prior to CU, he worked in both the private sector and government. He is past-president of the Denver Association of Business Economists. Mr. Lewandowski holds a MBA from the University of Colorado and a Bachelor's in Finance from Montana State University.

William Shutkin, JD - A social entrepreneur, attorney and educator, William Shutkin has been at the forefront of the sustainability field for over 25 years. Shutkin is principal of Shutkin Sustainable Living, a sustainable real estate developer based in Boulder, Colorado, focused on green, mixed-use, mixed-income projects in Boulder and other select U.S. cities. He is also on the faculty of the Masters of the Environment program at the University of Colorado Boulder, where he leads the Sustainability Planning and Management specialization. From 2011 to 2016, he was President and CEO and Richard M. Gray Fellow in Sustainability Practice at Presidio Graduate School in San Francisco. Prior to Presidio, Shutkin was on the faculty of the University of Denver Sturm College of Law, where he was director of the Rocky Mountain Land Use Institute, and was inaugural chair in sustainable real estate at the University of Colorado Boulder Leeds School of Business. Mr. Shutkin holds an AB in history and classics from Brown University and a JD and MA in history from the University of Virginia.



To: Mayor and Town Council
From: Brandy Reitter, Town Manager
Date: September 28, 2021
Re: Town Manager Report

Administration & Organization

Staff continues to work on follow-up from the Town Council meetings. Included is a list of policy items that staff is tracking in October:

- Wastewater Rate and Tap Fee Study Presentation
- ADU code change proposal
- School Resource Officer IGA
- Broadband Update
- Eagle River Park conveyance and annexation proposal
- 2020 Audit
- East Eagle Sub-Area Plan – Final Draft
- Town-wide Economic Development Plan Contract

2022 Budget Development Schedule:

- October 12, 2021 – Official presentation of the 2022 Budget
- November 9, 16, 30, 2021 – Public Hearings on the 2022 Budget
- December 14, 2021 – Adoption of the 2022 Budget

The hiring process for the Assistant Town Manager will begin in October. The process has been delayed because of budget preparation. September is the busiest month for administration each year.

The Town Council candidate forum organized by the Chamber is scheduled for October 20 and October 21 at 6:00 PM – 7:30 PM. Now that the dates are set, staff will send out a doodle poll for the TOE candidate meet and greet with the candidates. Although it's not required, current Town Council members are invited and will be included in the poll.

Staff is preparing for the ebike Town Council Work Session on October 5. Police, Public Works, Open Space, and Community Development are collecting information and cataloging existing policies to share with the Town Council. Staff will make recommendations based on analyzing policies and best practices.

To help the Town Council keep track of upcoming work sessions, provided below is a table of topics to be discussed over the next 6 months. Since it takes planning to successfully execute a work session, preparing in advance is helpful. Staff will keep this table in this report going forward and make changes as needed. The topics are subject to change:

Date	Topic
October 5, 2021	E-Bike policy discussion
November 2, 2021	Parking Fee in Lieu
December 7, 2021	Grand Avenue Phase 2 Review
January 4, 2022	Affordable Housing Strategies
February 1, 2022	Sustainability Building Codes Discussion
March 1, 2022	TBD

Broadband/ THOR

- Comcast continues with their work but informed the Town that they are delayed in areas of the Town where there is aerial fiber on Holy Cross poles. They might reach out to members of the Town Council to express their concerns.
- The telecommunications hut will be delivered in late October. Because of supply chain issues, this project is taking longer than planned. Staff was successful in extending the grant for the hut for another year.
- Staff is working with Alpine Bank and the credit approval for broadband is in the final stages. Since the audit will be late and is required for financing, staff is going to see if the Utility Fund projections will be sufficient for the credit approval. Staff is going to propose to the bank that the audit is required before a closing is set. Staff believes that the broadband proposal will be reviewed by the Town Council in October if this is acceptable for Alpine Bank.

Grand Avenue Corridor Study

- The project team met with Eco Transit to collect their feedback for transportation along the corridor. It was a positive meeting and Eco Transit wants to work with the Town to improve transportation service. Town learned that their bus route on Broadway is not ideal and they prefer Grand Avenue.
- The stakeholder meeting on September 23 was productive. The consultant team presented a draft of the plan for the corridor. The group liked the concepts and designs. The team discussed preparation of the public open house scheduled in October.
- Items that the team will need to address at the public open house is parking on the side streets, ROW constraints, intersection closures, replacing the Eco Trail and relocating it on the south side, and highlighting the need for an alternative route.
- Staff is meeting with Gypsum to initiative the I70 interchange alternative to Grand Avenue/Highway 6. The alternative is important at full buildout for the Town's project and is included in the traffic modeling. Eagle County and Gypsum are supportive of the idea and will support the effort.
- Now that the concept plan has been reviewed by the stakeholder committee, the team will share this information with the railroad. The project will require ROW access from the railroad and their input is critical for the plan.

Economic Development

- Staff met with the CU Boulder team September 22 to pick up on where things left off with Bill and to move the project along in October. The project is 30 days behind which doesn't have an impact on the outcome. The next steps are to schedule a kickoff with the EVC Chair Kevin Brubeck and put together a plan for what the engagement plans will be for the group.
- While the administration is in transition, Downtown Colorado, Inc. will step up to help support the DDA in the interim so that nothing falls through the cracks. Staff is in the process of revising their scope of work. In the meantime, DCI and staff are working together to develop the 2022 budget for the DDA.
- The Main Street Revitalization projects are moving along. Town received several items that are included in the plan. Due to supply chain issues, staff hasn't received the lights. Tom has the plan and will ensure that the features get installed along Broadway as his schedule allows.

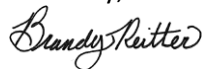
Sustainability

- Staff is in the process of scheduling a meeting with the Eagle Valley Community Foundation to set up the Palmer Fund for the week of September 27. Due budget preparation staff was not able to schedule it before the Town Council meeting.
- Now the Town Council has made progress on sustainability policies, several members on staff have stepped up and want to help. One idea that came up was to establish an internal green team for the organization to collect input from the departments. This committee would be a great stakeholder committee for the execution of internal net zero goals.

Outreach & Meetings – *Updates on participation in community outreach opportunities, regional/community meetings, and project-specific meetings.*

- September 28 – Grand Avenue Corridor Plan – weekly project update meeting
- September 28 – Grand Avenue Corridor Plan with Falcone Group representatives
- September 28 – CDOT Main Street Revitalization grant project meeting with Norris Designs
- September 29 – DDA meeting preparation with DCI
- September 29 – Talon Flats project preview
- October 1 – Land Use Code project meeting
- October 5 – Ebike Town Council Work Session
- October 5 – Grand Avenue Corridor Plan weekly project meeting
- October 5 – OSRAC meeting
- October 6 – Manager Taskforce meeting
- October 7 – MEAC meeting
- October 7 – Grand Avenue Corridor Plan Public Open House
- October 8 – Mayors Managers Roundtable
- October 12 – Grand Avenue Corridor Plan weekly project meeting

Sincerely,



Brandy Reitter
Town Manager
Town of Eagle, CO

Town Council Requests – Once items are completed; they are deleted from the list Items in Red are new requests.		
Request Date	Request	Status
N/A	Agenda Item: E-bike policies	October 2021
3/9/2021	Bring back land donation proposal	Not Scheduled
3/9/2021	EQR Ordinance	Not Scheduled
5/11/2021	Reach out to Eagle Ranch Housing Corp. on partnering	Not Scheduled
5/11/2021	Look into vacancy housing tax	Not Scheduled
5/11/2021	Include final community survey in packet	Not Scheduled
5/25/2021	Evaluate Bird Scooter proposal and bring it back	Not Scheduled
8/10/2021	Add 4H funding support in the 2022 budget	Completed
8/10/2021	Schedule TOE housing strategy work session	January 2022
8/24/2021	Ebike work session private partner invitation	Completed
8/24/2021	Establish incentives for ADUs	Not Scheduled
9/14/2021	Few waivers for town projects policy	Not Scheduled
9/14/2021	Follow up on Broadway tree grate maintenance	Not Scheduled



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 28, 2021

Agenda Item: Colorado's Energy Savings Performance Contracting Program and Yearout Energy Proposal

REQUEST:

Staff requests that the Town Council review a proposal from the Colorado Energy Office and Yearout Energy including a draft MOU.

INTRODUCTION:

The Town has prioritized sustainability. Forming partnerships with public and private partners will assist the Town with accomplishing its net zero goals. Included with this memo is a partnership proposal from the State of Colorado Energy's Office and Yearout Energy. Both organizations work together to help communities in Colorado accomplish their sustainability goals. Staff recommends this partnership because it's a comprehensive approach which includes administrative support for data collection and grant writing. The Town has talked to a few companies regarding projects included in their proposal, and their approach is efficient and cost effective. A draft MOU forming the partnership is also attached. If the Town Council wants to proceed with a partnership, staff will put it on the consent agenda for October 14.

ANALYSIS:

The scope of work being proposed includes the following projects:

- Water meter replacement and advanced metering infrastructure
- Wastewater Treatment Plant energy savings efficiency upgrades
- Solar PV at the Wastewater Treatment Plant
- Grant writing and benchmarking

The MOU is the first step to form the partnership with the Energy Office and Yearout. The document outlines the roles and responsibilities of each party. If the Town moves forward with construction on the recommendations proposed by partners, those contracts will include a bidding process.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no impact on the budget and staff associated with this agenda item.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the Town Council's strategic priorities. This partnership proposal will assist the Town with implementing sustainability projects that will help accomplish net zero goals. Efficiencies in metering will improve water usage accuracy and billing. Energy efficiency upgrades at the WWTP will save the Town money and offset carbon emissions. The WWTP is the Town's largest carbon emitter facility and anything we can do to reduce emissions will help the Town achieve its net zero goals.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff needs feedback on the following items:

- Do you support the partnership?
- Do you want staff to bring back the MOU on October 14?

ATTACHMENTS:

- Yearout Program Executive Summary
- Draft MOU



August 23rd, 2021

Mr. Bill Shrum
Assistant Town Manager
Town of Eagle, Colorado
200 Broadway
Eagle, CO 81631

Re: Colorado's Energy Savings Performance Contracting Program – Executive Summary

Yearout Energy is a premier Energy Services Company (ESCO) preapproved by the Colorado Energy Office (CEO) to assist public agencies optimize utility and operational spend utilizing the State's Energy Savings Performance Contracting (ESPC) program. The ESPC program has been used by over 160 public agencies in Colorado and has resulted in over \$39,000,000 in annual energy and operational savings. Yearout Energy was born out of one of the largest mechanical contractors in the southwest, with 58+ years delivering high performing projects. Officed out of Littleton, Colorado, Yearout Energy is the only approved Colorado ESCO to be owned and operated by a Colorado native.

What is Energy Savings Performance Contracting?

An Energy Savings Performance Contract (GESPC) is a budget-neutral approach for organizations to make critical infrastructure improvements to facilities that reduce energy and water consumption and increase operational efficiency. The State of Colorado's Energy Office administers the energy performance contracting program and acts as a free-of-charge independent third party for public agencies enrolled within the program. These savings (utility and operational) are guaranteed by Yearout Energy and verified annually to ensure the savings are realized; if not Yearout Energy will write a check for the balance. The annual guaranteed savings are then used to pay for or buy down the cost of large capital measures. To date, the state's program has funded over \$600,000,000 in capital improvements in Colorado.

In addition to utility/operational savings, Yearout Energy has become experts in identifying and securing grants, or other supplemental funding mechanisms, to assist their clients with the implementation of large capital projects. To date, Yearout Energy's staff has secured almost \$31,000,000 on the behalf of their clients. It is the pursuit of grants and other funding sources for the betterment of their clients is how Yearout Energy differentiates themselves from other developers and the services to be provided to the Town of Eagle.

The Opportunity at Town of Eagle

The Town of Eagle recently passed Resolution No. 56-2021 to achieve Town-Wide Sustainability Goals and net-zero carbon emissions by 2028 for internal operations. This is a bold and aggressive resolution that requires immediate action if the Town has any desire to achieve the expressed and desired outcomes. In parallel to Resolution No. 56-2021, Yearout Energy was conducting similar discussions with Town leadership regarding utility, sustainability, water, and facility improvements capable of being implemented under the State's ESPC program. Yearout Energy looks to partner with the Town of Eagle to build upon the current momentum, develop initial benchmarking standards in order to develop a future decisions-making matrix, and capitalize on the abundance of grant dollars available for energy efficiency and sustainability projects.

Anticipated Investment Grade Audit Scope

While Exhibits A, B, and C of the provided Investment Grade Audit document detail the forthcoming scopes of work and

the included facilities Yearout has provided an overview of the services to be performed by Yearout Energy. These services and scopes of work are preliminary in nature and will remain fluid as progress is made and additional information is provided to the Town of Eagle's leadership. The total price for the Investment Grade Audit is \$49,500. The only scenario in which the Town will be invoiced for the \$49,500 is in the unlikely event a future energy performance contract is not executed. Colorado municipalities typically just roll the IGA cost into the future energy performance contract and allow this fee to be paid for by the energy and operational savings being realized.

1. Water Meter Replacement & Advanced Metering Infrastructure

- a) Evaluate and assess Town's non-billable water
- b) Determine future revenue by implementing solid state meters
- c) Evaluate future operational and maintenance savings
- d) Explore different meter types/manufacturers/technologies
- e) Design Advanced Metering Infrastructure (AMI) solution for town
- f) Competitively bid all project scope
- g) Determine meter replacement schedule (construction)
- h) Identify any necessary community outreach needs
- i) Finalize all findings within Investment Grade Audit Report

2. Wastewater Treatment Plant (WWTP)

- a. Evaluate both Kaeser & Spencer blower systems for efficiency upgrades
- b. Design/Evaluate new centrifugal pumps
- c. Evaluate Reznor RTU's for replacement or possible retro-commissioning
- d. Explore SCADA system for possible improvements
- e. Explore other possible process improvements if found financially viable
- f. Finalize all findings within Investment Grade Audit Report

3. Solar PV at WWTP

- a. Identify best possible solar location at WWTP
- b. Determine layout, size, and generation requirements
- c. Coordinate with Holy Cross to successfully retain net-metering approval
- d. Design and engineer system, racking solution, electrical interconnection, etc.
- e. Inform and educate town on all possible renewable financing solutions
- f. Finalize all findings within Investment Grade Audit Report

4. Other Included Services

- a. Grant writing support
 - i. Two (2) grants applications (DOLA & Bureau of Reclamation), possibility of negotiating others
 - ii. All technical reports necessary to complete applications
 - iii. Drafting applications and write-ups as needed
- b. Facility benchmarking
 - i. Researching and acquiring all necessary information to draft facility benchmarks
 - ii. Create facility benchmarking database
 - iii. Identify facility emissions and equivalents
 - iv. Support the Town of Eagle with its adoption of Resolution No. 56-2021 Town-Wide Sustainability Goals, where possible

Preliminary Savings/Operational Potential

The premise behind Energy Savings Performance Contracting (ESPC) program is the leveraging of utility and operational savings to provide a budget neutral finance solution to implement energy and water reduction projects today. To date, Yearout Energy has performed a preliminary utility bill analysis and water meter survey to provide an approximate magnitude of the savings potential within the town. These savings estimates are preliminary in nature and require additional due diligence during the proposed IGA process. The savings potential is determined by multiplying the total



savings per year by the numbers of years proposed. These savings have been totaled below along with the estimated number of metric tons of CO2 removed annually.

Project Scenario	Annual Utility Savings	Annual O&M Savings	Total Annual Savings	Total Savings Over Time				Potential Grant Infusion		Total Savings or Realized Revenue for Projects
				12 Years	15 Years	18 Years	20 Years	Bureau of Reclamation Grant	DOLA Grant Funding	
500 - 750 kW Solar PV System at WWTP	\$84,298	\$0	\$84,298	\$1,011,576	\$1,264,470	\$1,517,364	\$1,685,960	\$0	\$600,000	\$2,285,960
WWTP Estimated Energy Savings	\$46,580	\$7,400	\$53,980	\$647,760	\$809,700	\$971,640	\$1,079,600	\$0	\$0	\$1,079,600
Water Meter Replacement / Town AMI Infrastructure*	\$98,072	\$83,470	\$181,542	\$2,178,504	\$2,723,130	\$3,267,756	\$3,630,840	\$1,000,000	\$0	\$4,630,840
Total Savings/Revenue Potential through Colorado ESPC Program										\$7,996,400
Total Potential Carbon Reduction / Equivalent										1,244 Metric Tons CO2

(*) Recovered Revenue by increasing metering efficiency

Benefits

In conclusion, there are numerous benefits for enrolling the Town into the State's Energy Performance Contracting Program. Some of the more notable benefits at this time, include, but are not limited to:

- A fiscally responsible utilization of tax-payer dollars
- A guaranteed performance outcome (Energy Performance Contracting)
- Reduction in the Town's utility and operational costs moving forward
- A Colorado leader for sustainability and greenhouse gas reductions
- Taking advantage of current both State and Federal grant opportunities
- Possibility of offsetting the electrical usage of the Town's WWTP – the largest utility consumer in the Town's portfolio

In addition to the bullet points listed above, another significant benefit for both the Town of Eagle and Yearout Energy is the opportunity to develop a lasting relationship and trusted partner and developer for the long road ahead. Many of Yearout's projects result in long-term relationships that benefit all parties, additional phases of work, and a larger positive long-term impact for the Town and community.

Please be sure to reach out to the Yearout Energy team with any additional follow-up questions, or concerns not fully addressed above.

Respectfully,

Paul M. Engle, CEM
Manager, Business Development
Mobile: (303)547-2175
Paul.Engle@Yearoutenergy.com
Yearout Energy

"Working with Yearout Energy to create this contract yielded money-saving results from the very start. We are looking forward to the results of the upgrades, particularly to the HVAC system and the annual utility and operational savings in the coming years."

- Richard G. Chavez, General Services Bureau Chief, Building and Ground

Proposed Timeline

Town of Eagle - Estimated Timeline																
	9/1/2021	10/1/2021	11/3/2021	12/1/2021	1/1/2022	2/1/2022	3/4/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	6/1/2023	7/1/2023	8/1/2023
Execute IGA																
Meters/WWTP/Solar Development																
Create Facility Benchmarks																
Poss. BOR Grant Application																
Possible DOLA EIAF Grant																
Grant Funding Awarded																
Final IGA Scope Development																
IGA Report Due																
Secure All Project Funding																
Execute EPC Contract																
Implementation																
Commission Project																
Project Close-out																



COLORADO
Energy Office

MEMORANDUM OF UNDERSTANDING

between the CEO and The Town of Eagle

Overview

One hallmark of success in the Colorado Energy Office's (CEO's) Energy Performance Contracting Program (EPC) is the support provided by one of CEO's EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all.

The EPC Program brochure describes Colorado's Standards for Success for the relationship between CEO and its clients and their energy service company. It also outlines the coaching and technical assistance provided Program participants **at no charge** throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.

In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable.

To benefit from this package of coaching and technical assistance, please:

1. Have the authorized signer from your state agency or local jurisdiction sign the following non-binding Memorandum of Understanding;
2. Complete the attached Facility Owner Information sheet; and
3. Return the paperwork to Dylan Klomhaus, Energy Performance Contracting Program Technical Specialist at dylan.klomhaus@state.co.us. Should you have any questions or concerns, his direct phone number is 720.273.8777.

Best wishes for your venture into energy and cost savings!



MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and the Town of Eagle, Colorado

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and Town of Eagle, Colorado] (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
 - l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
 - l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
 - m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.
5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.
6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO , acting by and through the COLORADO ENERGY OFFICE		Town of Eagle, CO:	
_____ Will Toor, CEO Director	_____ Date	_____ Name: Title: ___ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. ___ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	_____ Date
_____ EPC Team Representative		_____ Date	



~~To be completed by facility owner (for CEO use only)~~

Name	Mr. Bill Shrum
Title	Assistant Town Manager
Mailing address	PO Box 609, 200 Broadway, Eagle, CO 81631
Email address	Bill.Shrum@townofeagle.org
Direct office phone	(970)328-9652
Cell phone	

Types of facilities to be assessed for energy savings:	1. <u>Town's Water Meters</u> 2. <u>WWTP</u> 3. <u>Solar PV @ WWTP</u> 4. <u>-</u> 5. <u>-</u> 6. <u>-</u> 7. <u>-</u> 8. <u>-</u>
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Have you selected an ESCO?		Yes. Name:			No
If yes, has procurement department validated selection?		Yes.			Not yet.

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To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: September 28, 2021

Agenda Item: Ordinance No. 12, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Authorizing Festival Permits, Allowing Administrative Approval of Festival Permits, and Authorizing Communal Outdoor Dining Areas"

REQUEST: The Town Council is requested to consider an ordinance to amend Chapter 5.10 of the Eagle Municipal Code to authorize festival permits, allow for administrative approval of festival permits and authorizing communal outdoor dining areas.

BACKGROUND: Recently, the Colorado legislature passed Senate Bill 20-082 allowing municipalities to issue festival permits, and House Bill 20-1027 allowing municipalities to authorize communal outdoor dining areas. Currently, the town does not have any language addressing a local process for reviewing, approving, or issuing these types of alcohol-related scenarios.

ANALYSIS: In 2020, the town approved a communal outdoor dining area for three establishments at the Eagle Crossing Shopping Center. The application process included approval from town departments and allowed for three hotel restaurant licensees to share outdoor dining with alcohol on private property. There was no local process in place for the process, only the state permit. This amendment would outline the state regulations and the towns, which includes establishing the physical boundaries and allowing for applicable fees for review. Town staff believes having this language in our code will assist local establishments when seeking alternatives for outdoor dining options.

Festival permits are new and a local process is allowed to ensure applicants understand the town's requirements. The eligible licensees are listed in the ordinance and include a maximum number of festivals for each applicant. This process will allow options for alcohol-related events within the town and affords the town the ability to create a local application, review the festival proposals, assess the fee, and requires approval from both the state and the town.

The festival permit allows for a licensee to host an event on their licensed premises with other license types. All service and consumption must remain in the licensed area. The town may also consider applications for modification of licensed premises to expand their area into other private property or town property for events.

Town fees for these applications will be presented in a fee schedule update at a later date. Staff time and comparisons with other municipalities will be considered when determining the fees.

COMMUNITY INPUT: Community input is not required. However, the town has processed a state application for a communal dining area (with local conditions) and has had several inquiries on how establishments can combine alcohol sales during events.

BUDGET / STAFF IMPACT: The impact on the budget may include increased revenue related to fees for these applications.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The ordinance itself is intended to protect public health, safety, and welfare by ensuring local control over alcohol-related activities within the town. Additionally, it aligns with proactive economic development by allowing for additional opportunities for establishments to have social events and areas for the public.

RECOMMENDED ACTION OR PROPOSED MOTION: The council is requested to make a motion to APPROVE or DENY Ordinance No. 12, Series 2021, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Authorizing Festival Permits, Allowing Administrative Approval of Festival Permits, and Authorizing Communal Outdoor Dining Areas"

ATTACHMENTS:

1. 12-2021 Festivals-O090121

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 12
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AMENDING CHAPTER 5.10 OF THE EAGLE MUNICIPAL CODE AUTHORIZING FESTIVAL PERMITS, ALLOWING ADMINISTRATIVE APPROVAL OF FESTIVAL PERMITS, AND AUTHORIZING COMMUNAL OUTDOOR DINING AREAS

WHEREAS, Senate Bill 20-082 allows for municipalities to issue festival permits;

WHEREAS, the Town wishes to issue festival permits by administrative approval of the Town Clerk;

WHEREAS, House Bill 20-1027 allows for municipalities to authorize communal outdoor dining areas; and

WHEREAS, the Town wishes to authorize communal outdoor dining areas.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Section 5.10.010 of the Eagle Municipal Code is hereby amended with the addition of the following definition, to appear in alphabetical order:

Communal Outdoor Dining Area means an outdoor space that is used for food and alcohol beverages service by two or more licensees.

Section 2. Section 5.10.030 of the Eagle Municipal Code is hereby amended as follows:

Section 5.10.030. — Delegation of authority to the Town Clerk.

A. As set forth below, the Town Clerk is authorized to administratively review and approve liquor license renewals; transfers of ownership, including corporate and trade name changes and reports of changes for corporations, limited liability companies, and partnerships; changes of manager; ~~and~~ special event permits; and local festival permits.

* * *

5. *Local Festival Permits. The Town Clerk may administratively approve applications for the initial festival permit and all other subsequent applications, as described in Section 5.10.120, where, after reasonable investigation and consultation with the Eagle Police Department and other appropriate agencies, all the following circumstances are found to exist:*

9/14/2021

C:\USERS\JENNYRAKOW\ONEDRIVE - TOWN OF EAGLE\ORDINANCES\2021\12-2021 FESTIVALS-0090121 JR EDITS.DOCX

- i. *The licensee applying for the permit does not have a history of violations;*
- ii. *The application is complete and timely; and*
- iii. *The application, if granted, would not result in a violation of state or local laws, rules, or regulations.*

Section 3. Chapter 5.10 of the Eagle Municipal Code is amended with a new Section 5.10.120 entitled "Festival Permits" to read as follows:

Section 5.10.120. — Festival permits.

A. *Permit Required.* A licensee who wishes to host a festival shall first obtain a permit from the state and the Town, except a limited winery or winery licensee need not obtain a festival permit from the Town. A licensee applying for both a festival permit and a special event permit from the state need not obtain a festival permit from the Town.

B. *Eligible licensees.* The following license types are eligible to apply for a festival permit:

- 1. Beer and wine;
- 2. Brew pub;
- 3. Distillery pub;
- 4. Hotel and restaurant;
- 5. Manufacturer;
- 6. Tavern;
- 7. Vintner's restaurant; and
- 8. Wholesaler.

C. *Participation.* The licensee who hosts the festival shall be the licensee who files the application for the festival permit; provided that other licensees of the types described in subsection (B) hereof may jointly participate under the permit.

D. *Number.* Each festival permit shall allow the licensee to hold nine (9) festivals during the twelve (12) month period following the permit is issued.

E. *Hours.* In no case shall a festival be held for longer than seventy-two (72) hours.

F. *Application.* Application for issuance of a festival permit. The applicant for a festival permit must:

1. Specify the licensed premises for the festival to be held; and
2. File the application with the Town Clerk at least thirty (30) days before the festival is to be held.
3. Identify controlled access and boundaries to the festival for alcohol consumption, comply with security requirements deemed necessary by the town, agree to adherence to nuisance issues, including trash removal and noise.
3. Pay the required application fee as set by the fee schedule pursuant to Section 2.34.010 of the Code.

G. *Denial.* The Town Clerk may deny an application for the following reasons:

1. A documented history of liquor violations;
2. The filing of an incomplete or late application; or
3. A finding that the application, if granted, would result in violation of state or local laws, rules, or regulations.

H. *Supplemental applications.* To hold any additional festival after the initial festival, which was described in the initial application, the permittee must notify the state and the Town Clerk at least thirty (30) days prior to the additional festival being held of an intent to host a subsequent festival. If the Town is notified at least thirty (30) days in advance of the subsequent festival, the subsequent festival is presumed to be approved unless the Town Clerk has grounds to deny the subsequent festival provided by subsection (G) of this Section.

Section 4. Chapter 5.10 of the Eagle Municipal Code is amended by the addition of a new Section 5.10.130, to read as follows:

Section 5.10.130. — Communal outdoor dining areas.

A. *Licensees eligible.* The following types of licensees are eligible to have a communal outdoor dining area:

1. Beer and wine licenses;
2. Beer wholesaler that operates a sales room authorized under C.R.S. § 44-3-407(1)(b)(I), as amended;
3. Brew pub;

4. Distillery pub;
5. Fermented malt beverage retailer licensed for consumption on the premises;
6. Hotel and restaurant;
7. Limited winery;
8. Lodging and entertainment facility;
9. Manufacturer that operates a sales room authorized under C.R.S. § 44-3-402(2) or (7), as amended;
10. Optional premises;
11. Tavern; and
12. Vintner's restaurant.

B. *Authorized.* Communal outdoor dining areas are hereby authorized provided that at least two licensees have applied to share the communal outdoor dining area and each licensee has:

1. Obtained a permit from the state licensing authority;
2. Obtained the following approvals from the state licensing authority and the local licensing authority:
 - i. For the attaching of the liquor license of the licensee to the communal outdoor dining area; and
 - ii. For a modification of the licensee premises to include the communal outdoor dining area.
3. Established that the communal outdoor dining area is within one thousand (1,000) feet of the permanent licensed premises of each licensee;
4. Have a right to occupy the premises sought for the communal outdoor dining area; and
5. Established the physical boundaries of the communal outdoor dining area in a manner to assure to the satisfaction of the local licensing authority that alcohol beverages will be kept within the physical boundaries of the communal outdoor dining area.

6. Paid the required application fee as set by the fee schedule pursuant to Section 2.34.010 of the Code.

C. *Special event permittees.* Special event permittees may hold a special event in a communal outdoor dining area, provide that such permit holder agrees, in writing, to comply with all state and local liquor laws, rules, and regulations and has written permission of the licensees of the communal outdoor dining area to hold the special event in the communal outdoor dining area.

D. *State rules.* Each licensee with an approved communal outdoor dining area shall comply with all applicable state rules, as amended.

Section 5. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 6. Safety. This Ordinance is deemed necessary for the protection of the public health, safety, and welfare.

Section 7. Effective Date. Pursuant to Section 6.03 of the Eagle Home Rule Charter, this Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED ON SEPTEMBER __, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: September 28, 2021

Agenda Item: Resolution 66, Series, 2021 "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue 6A: Funding for the All Access Rec Program and Other District Costs Initiative"

REQUEST:

Staff requests that the Town Council review a resolution expressing support for Mountain Recreation's All Access Rec Program ballot measure.

INTRODUCTION:

On September 12, the Town Council discussed a policy for endorsing outside organization's ballot measures. Over the past few years, the Town Council's preference was to not consider these requests. Although there isn't an official policy, the Town Council decided to consider these requests going forward. The first request is for Mountain Recreation's All Access Rec ballot measure this November. Attached is a resolution of support for this initiative.

ANALYSIS:

The Town has already expressed support for this initiative by completing the following steps:

- Partnered with Mountain Recreation on the master plan in 2019
- Became a funding partner by approving \$3 million over 20 years to support the project

The Town Council's decision whether to support the resolution doesn't change any proposals that were previously approved.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no impact on the budget and staff associated with this agenda item.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the Town Council's strategic priorities. Mountain Recreation's All Access Rec initiative increases access to recreational opportunities, improves quality of life and support investments in infrastructure. Since the plan includes improvements to the Haymaker Trailhead, the initiative improves the Town's trails and park space.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny Resolution No. 66, Series 2021 "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue 6A: Funding for the All Access Rec Program and Other District Costs Initiative"

ATTACHMENTS:

- Resolution No 66, Series 2021

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 66
(Series of 2021)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ENDORING AND SUPPORTING THE MOUNTAIN RECREATION METROPOLITAN
DISTRICT BALLOT ISSUE 6A: FUNDING FOR THE ALL ACCESS REC PROGRAM AND
OTHER DISTRICT COSTS INITIATIVE

WHEREAS, the Town of Eagle and Mountain Recreation jointly developed a master plan for the Haymaker Trailhead Area in 2019;

WHEREAS, Mountain Recreation's Board of Directors has proposed Haymaker Trailhead improvements in the All Access Rec initiative to include trailhead rest rooms, playground, and shade shelter, outdoor pool improvements, health and wellness facilities, community room spaces, and a gymnasium in the All Access Rec initiative;

WHEREAS, the Town Council approved a \$3 million contribution to the project over 20 years to support the improvements to the Pool & Ice Rink and Haymaker Trailhead improvements;

WHEREAS, development of the projects proposed by Mountain Recreation assists the Town in achieving its mission of maintaining and enhancing the quality of life for everyone in our community, and assists the Town in achieving major objectives listed in the Town's Strategic Plan including focusing on recreation; and

WHEREAS, the Town Council recognizes that recreation and exercise play an important role in individual and community health wellbeing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town of Eagle strongly supports ballot measure 6A on November 2, 2021 to enable funding to pursue the Haymaker Trailhead priorities and therefore, hereby approves and adopts this resolution provided herein.

INTRODUCED, READ, PASSED, AND ADOPTED ON SEPTEMBER 28, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: September 28, 2021

Agenda Item: Downtown Development Authority Affidavit for Designation of Voting Representative

REQUEST: Staff requests that the Town Council designate a representative for the upcoming election in order to receive a ballot to vote on the special debt authorization for the DDA.

BACKGROUND: Last November, the DDA ballot was approved by the voters within the district. Following the same election rules as the initial formation election, all landowners in the proposed district are eligible to receive a ballot. Before receiving the ballot, the landowner needs to fill out an affidavit designating a natural person to vote. The designee can be a resident, a landowner, or a lessee and must be a Colorado registered elector.

Since the town owns property in the proposed district, the Town Council needs to designate an elected official to sign the affidavit as a designee to receive a ballot for the election. A person or corporate entity that owns multiple properties under one corporate name may only designate one person to vote on behalf of that corporate entity, even if that person or corporate entity owns multiple properties. Due to this provision, the town is eligible to receive one ballot for the DDA election.

ANALYSIS: The purpose of the affidavit is to designate a natural person to request a ballot to vote in the DDA debt authorization election on November 2, 2021. The criteria are below:

- The qualified elector is a resident, landowner, or lessee of real property within the DDA boundaries
- The registered elector must be a resident of Colorado and 18 years or older

Failure to complete the affidavit will result in the town not receiving a ballot.

Pros of Signing Affidavit:

- Signing the documents will reinforce the Town's commitment to the DDA
- Participating as property owners in the DDA gives the Town a voice in future planning of the area
- Supporting a DDA and this debt authorization is an economic development tool that is intended to improve the district and lead to a positive business environment

Cons of Signing the Affidavit:

- Signing the affidavit to request a ballot makes the town less neutral when it comes to the formation of the DDA
- Not signing the affidavit weakens the town's voice over the future planning of the area

Staff is recommending that Mayor Scott Turnipseed sign the affidavit, as he is authorized to sign on behalf of the town with Council approval.

COMMUNITY INPUT: Community input is not required with this proposal.

BUDGET / STAFF IMPACT: There is no budget or staff impact on this proposal.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Stimulate Economic Vitality and Development – This proposal addresses the support to authorize debt up to \$27 million, which will be paid back with the increase in tax revenue that those improvements will generate.

Enhance the Economic Resiliency of the Town Government – Participating as a voter in the DDA district is a policy that could improve and enhance the value of real property in the area. Future improvements could increase the value and private sector investments in our historic downtown.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to authorize Mayor Scott Turnipseed to complete the affidavit to receive a ballot for the DDA election and to serve as the designee.

ATTACHMENTS:

1. SCOTT AFFIDAVIT

**AFFIDAVIT FOR DESIGNATION OF NATURAL PERSON**

COMPLETE IF THE PROSPECTIVE QUALIFIED ELECTOR IS AN **ENTITY OWNER** OF REAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE EAGLE DOWNTOWN DEVELOPMENT AUTHORITY:

1. The undersigned is a duly authorized representative of
TOWN OF EAGLE

(corporation/LLC/etc.), whose address is 200 BROADWAY.

2. TOWN OF EAGLE is the **record owner** of real property (the "Landowner") located at 200 BROADWAY (physical address, not P.O. box), which is located within the boundaries of the Eagle Downtown Development Authority.

3. On behalf of the Landowner, I hereby designate SCOTT TURNIPSEED (printed name), with a date of birth of _____, whose mailing address is PO BOX 1990 EAGLE CO 81631, as the natural person to cast a ballot in this election on behalf of the Landowner.

4. I hereby affirm that such person has not been previously designated to cast a ballot in this election. No person shall be designated by more than one landowner to vote in this election. No person shall cast more than one ballot. It is clearly understood by both the Landowner and the designated voter that only one vote per person is allowed in the election regarding the Eagle Downtown Development Authority's revenue, expenditure, debt and taxation authority as required by TABOR and other provisions of state law.

The natural person designated above will not be allowed to cast another ballot in this election as a resident of the Eagle Downtown Development Authority.

5. I affirm my understanding that the natural person whom I have designated must be a U. S. Citizen, at least 18 years old, registered to vote in Colorado, and eligible to vote in the election to cast a ballot for the Landowner.

DATED this ____ day of _____, 2021.

LANDOWNER: TOWN OF EAGLE

Signature: _____

Printed Name: SCOTT TURNIPSEED

Title: MAYOR

Email Address: SCOTT.TURNIPSEED@TOWNOFEAGLE.ORG

Phone: 970-328-6354

Form Checklist for Information Required:

- ☐ Corporate Representative Identified
- ☐ Corporate Name Identified
- ☐ Corporate Address
- ☐ Entity Owner Identified (Corporate or Person)
- ☐ Physical Property Address
- ☐ Designated Elector Identified
- ☐ DOB
- ☐ Mailing Address for Ballot
- ☐ Signature

Received _____

Sent to EC _____

☐ Approved ☐ Rejected Clerk Initials: