



Town Council
AMENDED AGENDA
Tuesday, January 25, 2022
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.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be a hybrid meeting.

[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.*

PRESENTATIONS - 6:05 PM

1. Moment of Silence, Lewis Browning
2. Town of Eagle and Black Hills Energy Colorado Gas Joint Sustainability Cooperation Statement

PUBLIC COMMENT - 6:10 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.*

EXECUTIVE SESSION - 6:15 PM

1. Executive session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), on the topic of hiring a new Town Manager.

CONSENT AGENDA - 6:40 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 - January 11, 2022
2. Minutes - January 18, 2022
3. Change order to complete the migration of THOR telecom services from Town Hall to Public Works in the amount of \$57,797.00.
4. Resolution No. 6, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for Broadway Station"
5. Resolution No. 11, Series 2022 "A Resolution Approving an Intergovernmental Agreement Between Eagle County Fleet Management for the Purposes of Providing for the Maintenance of Town Police Department Vehicles"
6. Resolution No. 4, Series 2022, "Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Development Agreement for the Haymeadow Cabin Parcel"

STAFF REPORTS - 6:45 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update

BUSINESS ITEMS - 6:50 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. PUBLIC HEARING: 435 Eby Creek Road Rezone
 - a. Ordinance No. 4, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 435 Eby Creek Road, Eagle, Colorado from Commercial General (CG) to Residential Multi-Family (RMF).
2. PUBLIC HEARING: 263 Sawatch Road Special Use Permit
 - a. Resolution No. 5, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Special Use Permit for 263 Sawatch Road to Allow for a Contractor Yard, with Conditions"
3. PUBLIC HEARING: Eagle County Schools Housing Rezone and Associated Development Agreement
 - a. Ordinance No. 5, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado Rezoning the Property Located at 747 East 3rd Street, Eagle, Colorado from Public Area (PA) to Residential Medium Density (RM), and Approving the Associated Development Agreement"
4. Resolution 08, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"
5. Town Council Committee Appointments

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:00 PM

1. Eagle River Park County Response
2. Memorial Tribute, Adam Palmer, Andy Jessen, Seth Bossung and Jeff Brausch

ADJOURN - 9:00 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

Town of Eagle and Black Hills Energy Colorado Gas Joint Sustainability Cooperation Statement

The Town of Eagle and Black Hills Energy jointly state an intention to work cooperatively toward sustainability objectives with a focus on emissions reduction balanced with the need for continued reliability, cost-effective solutions and safety. Included below is a summary of each organization's commitment to sustainability and broad initiatives that support achievement of shared objectives.

Black Hills Energy's Commitment to Sustainability

Black Hills Energy's mission of improving life with energy means making tomorrow even better than today. The company is committed to creating a cleaner energy future which builds upon its responsibility to provide the safe, reliable and affordable energy that improves customers' lives. By investing in the success of employees, continually innovating, thoughtfully utilizing resources and keeping people and safety at the core of decision-making, the company is dedicated to the sustainability of its operations, the communities it serves and the planet.

Black Hills Energy has four ESG pillars that guide strategy, business execution and reporting:

- *Corporate governance*: Developing and executing policies and principles that lay a strong groundwork for sustainable success
- *Environmental stewardship*: Creating a cleaner energy future that provides safe, reliable and cost-effective energy
- *Sustainable growth*: Delivering long-term value to communities, customers and shareholders
- *Social responsibility*: Keeping people— customers, employees and communities – at the center of decision making

For the company's natural gas utilities, Black Hills Energy has set a clean energy goal of a 50% reduction in greenhouse gas emissions intensity by 2035, from 2005 baseline levels. Since 2005, the company has reduced greenhouse gas emissions from its natural gas utilities by over one-third and operates a modern gas system with no cast iron pipe. Nearly 99% of natural gas infrastructure company-wide, and all natural gas infrastructure in Town of Eagle and Eagle County, is comprised of materials with the lowest emissions factors. Additionally, Black Hills Energy also plans to file a Voluntary Renewable Natural Gas (RNG) tariff in 2022 to allow customers to opt-in to a program that would offset all or part of their natural gas emissions footprint.

Town of Eagle's Commitment to Sustainability

The Town of Eagle has adopted a strategic plan that prioritizes investment in environmental and energy sustainability, and ensures that projects and policies reflect a focus on improving and sustaining natural resources for future generations. The Town of Eagle strives to be a leader in Eagle County in reducing carbon emissions and greenhouse gases and will work collaboratively with sustainability partners in the region to accomplish goals. As adopted in July 2021, the Town Council set sustainability goals for achieving net-zero carbon emissions for Town of Eagle operations by 2028 and net-zero carbon emissions in the greater Eagle community by 2030.

Shared Objectives

The Town of Eagle and Black Hills Energy intend to work together toward shared sustainability objectives via a range of activities, including (but not limited to):

- *Renewable natural gas*: Explore options associated with renewable natural gas, or RNG, a carbon negative or neutral energy source with the potential to further reduce natural gas greenhouse gas emissions. This could include working together toward site evaluations, offering guidance and support for the pursuit of feasibility studies.

- *Clean fleets:* Identify opportunities to reduce emissions in the transportation sector by transitioning to fleet vehicles and equipment that use non-gasoline or -diesel fuels, including electricity and compressed natural gas.
- *Energy efficiency programs:* Maximize community participation on Black Hills Energy's energy efficiency programs and available rebates to support energy conservation and help manage energy bills, while also working toward emissions reduction. Specific initiatives can include increased emphasis around customer education initiatives and annual events focused on increased efficiency and reducing energy waste.
- *Combined heat and power systems:* Work together to evaluate opportunities for combined heat and power systems to improve energy efficiency and resiliency and reduce emissions at town facilities and other large consumers of energy within the Town.
- *High efficiency and hybrid heating:* Explore opportunities to maximize energy efficiency and minimize emissions through increased adoption of high efficiency natural gas furnaces, natural gas heat pumps, and hybrid electric heat pumps/gas furnace back up space heating systems. This could include a pilot program or research effort that seeks to identify solutions/benefits for the community and assesses the effectiveness of hybrid fuel systems, as well as gas heat pumps, for the greater Eagle community.
- *Clean Energy Grants:* Work together to identify and advocate for state and federal grant funding to achieve goals.

In order to achieve the objectives noted above, the Town of Eagle and Black Hills Energy agree to meet on an annual basis to review progress and chart activities for the year ahead.

Commitment to Cooperation

The Town of Eagle and Black Hills Energy are committed to working cooperatively toward the sustainability and clean energy goals noted above. In the case of dispute or disagreement related to plans and activities, both organizations commit to work directly to resolve issues and create an agreed upon path forward. Additionally, both organizations commit to initiatives, programs and codes that are fuel agnostic to ensure all opportunities for innovation and collaboration can be considered in pursuit of the shared goal of emissions reduction.

The non-binding joint cooperation statement will become effective with signatures from both organizations.

Mayor, Town of Eagle

Vice President of Operations, Black Hills Energy



MEETING MINUTES
Town Council
Tuesday, January 11, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an online meeting.

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCILMEMBERS PRESENT

Scott Turnipseed, Ellen Bodenhemier, Geoffrey
Grimmer, Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

Mikel Kerst, Janet Bartnik

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Joey Stauffer, Police Chief
Carrie Buhlman, Sargent
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Councilmember Nick Sunday motioned to approve the agenda. The motion was seconded and passed with a vote of 5 in favor (Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

PUBLIC COMMENT

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

PRESENTATIONS

1. Honoring Local Athletes / EVHS XC Runners Samantha Blair & Jake Drever
Councilmember Geoff Grimmer introduced and congratulated Samantha Blair and Jake Drever.

CONSENT AGENDA

Mayor Scott Turnipseed amended the minutes to reflect that Lower Basin Water Treatment Plant fees would be transferred into the General Fund.

MOTION: Councilmember Scott Turnipseed motioned to approve the COMMENT. The motion was seconded and passed with a vote of 5 in favor and 0 opposed.

1. Minutes - December 14, 2021

2. Minutes - January 6, 2022

3. Bill Pay - December 2021

4. Execute Property Bill of Sale from Vero Fiber Networks for \$12,620.25 to Purchase 2,209 LF of In-place underground 2" HDPE Conduit & 4 qty In-place underground Handholes under TOE Ordinance No. 20 (Series 2020) for Joint Boring in TOE ROW

STAFF REPORTS

1. Town Manager Update

Council comments: Brandy provided the strategy for the transition to the interim town manager. She will provide the document to the town council for review. Discussion on Union Pacific cost estimate for review of Grand Avenue Corridor Plan and right of way review. Brandy indicated the \$100K is an estimate and the town may need to hire special counsel to handle the review process. Brandy also confirmed that the initial assessment was submitted in 2021 to start this process. The total budget for 2022 is \$400K with Haymeadow contributing a portion of these costs.

2. Department Update

EXECUTIVE SESSION

Executive session to determine positions relative to matters that may be subject to negotiations; develop a strategy for negotiations; and instruct negotiators pursuant to C.R.S. Section 24-6-402(4)€ regarding water rights dedications related to the Eagle Ranch PUD amendment, inviting all of council, Town Manager, Michael Erion, Tom Gosiorowski, and Chad Phillips.

MOTION: Councilmember Ellen Bodenhemier motioned to Adjourn the regular meeting and enter into executive session to determine positions relative to matters that may be subject to negotiations; develop a strategy for negotiations; and instruct negotiators pursuant to C.R.S. Section 24-6-402(4)€ regarding water rights dedications related to the Eagle Ranch PUD amendment, inviting all of the town council, Town Manager, Michael Erion, Tom Gosiorowski, and Chad Phillips. The motion was seconded and passed with a vote of 4 in favor (Bodenhemier, Grimmer, Parrish, and Sunday), 0 opposed, and 1 (abstain (Turnipseed). 6:30 p.m.

BUSINESS ITEMS

1. Ordinance No. 02, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Repealing and Reenacting Section 4.04.030 of the Eagle Municipal Code, to Allow for One Parcel to be Located in More than One Zone District in Limited Circumstances.

Attorney Matt Mire provided a summary of the request and ordinance.

Mayor Scott Turnipseed opened public comment.

Tom Bruan expressed support for approval of the ordinance.

Emily Peyton expressed support for approval of the ordinance.

Mayor Scott Turnipseed closed public comment.

MOTION: Councilmember Geoffrey Grimmer motioned to approve Ordinance No. 02, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Repealing and Reenacting Section 4.04.030 of the Eagle Municipal Code, to Allow for One Parcel to be Located in More than One Zone District in Limited Circumstances. The motion was seconded and passed with a vote of 5 in favor (Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

2. PUBLIC HEARING: RZ21-02 & S21-01 Eagle County Schools Rezone and Sketch Plan Subdivision

- a. Ordinance No. 15, Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 747 East 3rd Street, Eagle, Colorado from Public Area (PA) to Residential Medium Density (RM)

MOTION: Councilmember Geoffrey Grimmer motioned to Continue Ordinance No. 15, Series 2021, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 747 East 3rd Street, Eagle, Colorado from Public Area (PA) to Residential Medium Density (RM). The motion was seconded and passed with a vote of 5 in favor (Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

3. PUBLIC HEARING: PUDA21-01 the Eagle Ranch Sixth Amended PUD Guide and amended PUD Zoning Plan
Mayor Scott Turnipseed recused himself from this item.

Mayor Pro Tem Ellen Bodenhemier opened PUDA21-01 the Eagle Ranch Sixth Amended PUD Guide and amended PUD Zoning Plan.

Jessica Lake Town planner presented this item.

Dominic Mauriello gave a presentation on behalf of the applicant.

Council comments: concern that request is not representative of the interests of homeowners in Eagle Ranch. Dominic Mauriello provided information to the council regarding the public meetings held and compromises made. Discussion on infrastructure impacts with the addition of 100 residential units and impacts on commercial property available for local jobs. Confirmation that water dedication fees would be paid at the current rate in the fee schedule at the time of permit. Staff provided information on changes to accessory dwelling unit size and the PUD changes will match the town code.

Mayor Scott Turnipseed opened public comment.

Steve Lindstrom 1140 Capitol Street - expressed support approval.

Michael Wheeler 0074 Hollyhock Ct. - expressed denial of approval.

Brad Hagedorn 1200 Capitol Street - expressed support for approval.

Cindy Ryeson - expressed support of approval.

Mayor Scott Turnipseed closed public comment.

Council comment: discussion on amended language to the ordinance to include water rights dedication fee prior to issuance of the development permit. Staff also stated the Ordinance number is 2022-03, not 02 as listed on the agenda.

- a. Ordinance No. 02, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Adopting the Sixth Amended PUD Guide for Eagle Ranch Planned Unit Development and PUD Zoning Plan

MOTION: Councilmember Geoffrey Grimmer motioned to approve Ordinance No. 02, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Adopting the Sixth Amended PUD Guide for Eagle Ranch Planned Unit Development and PUD Zoning Plan with an amendment to include the water rights dedication fee will be due prior to issuance of the development permit. The motion was seconded and passed with a vote of 4 in favor (Bodenhemier, Grimmer, Parrish, and Sunday), 0 opposed and 1 (Turnipseed) abstained.

4. PUBLIC HEARING: SU21-06 706 Chambers Avenue Special Use Permit
Mayor Scott Turnipseed opened the public hearing

Peyton Heitzman presented this item.

Ashley Patriacca presented information as representative for the applicants.

Council comments: inquired about complaints relating to noise from tenants. Ashley provided they have only had one complaint about the kennel which has been resolved.

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

- a. Resolution 02, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Special Use Permit for 706 Chambers Avenue.

MOTION: Councilmember Nick Sunday motioned to approve Resolution 02, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Special Use Permit for 706 Chambers Avenue. The motion was seconded and passed with a vote of 5 in favor (Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

5. PUBLIC HEARING: CT21-01 706 Chambers Avenue Condominium Plat
Mayor Scott Turnipseed opened the Public Hearing for CT21-01 706 Chambers Avenue Condominium Plat.

- a. Resolution 03, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for 706 Chambers Avenue.

MOTION: Councilmember Geoffrey Grimmer motioned to approve Resolution 03, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for 706 Chambers Avenue. The motion was seconded and passed with a vote of 5 in favor (Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

6. Parking Fee in Lieu Program
Chad Phillips presented this item.

Council comments: discussion of amount prior to new council being appointed. The proposed fee does not include land acquisition or infrastructure costs, it is only for improving the right of way of currently owned

land. Concern the fee is too low to be effective. Fee will be reviewed annually and adjusted, if necessary, with fee schedule adoption.

- a. Ordinance 01, Series 2022 - Amending Title 4 Of The Eagle Municipal Code To Implement A Voluntary Parking Fee In-Lieu Program Within A Defined Area In The Town

MOTION: Councilmember Ellen Bodenhemier motioned to approve Ordinance 01, Series 2022 - Amending Title 4 of the Eagle Municipal Code to Implement a Voluntary Parking Fee In-Lieu Program Within a Defined Area in the Town. The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Bodenhemier, Grimmer, and Sunday) and 1 opposed (Parrish).

- b. Resolution 01, Series 2022, "A Resolution Amending The Fee Schedule Pursuant to 2.34 Of The Eagle Municipal Code Concerning Parking Fee in-Lieu"

MOTION: Councilmember Ellen Bodenhemier motioned to approve Resolution 01, Series 2022, "A Resolution Amending the fee Schedule Pursuant to 2.34 of the Eagle Municipal Code Concerning Parking Fee in-Lieu." The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Bodenhemier, Grimmer, and Sunday) and 1 opposed (Parrish).

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Updates

Councilmember Ellen Bodenheimer updated the Council on 200 acres of Abrika property that Eagle County will be purchasing for open space and will be asking the town for financial support.

Councilmember Geoff Grimmer attended CML and they are interested in a presentation about the Adam Palmer Fund at the upcoming annual conference. Geoff also stated he is partnering with Career X and will have students as interns attending council meetings.

2. 2022 Council Committee Appointments

Staff will update the committee list for those not currently included. Appointments will occur at next meeting.

ADJOURN - 8:30 PM

MOTION: Councilmember Geoffrey Grimmer motioned to adjourn. The motion was seconded and passed with a vote of 5 in favor (Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



MEETING MINUTES
Town Council
Tuesday, January 18, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an online meeting.

CALL TO ORDER - 5:00 PM

Mayor Turnipseed called the meeting to order at 5:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier, Janet Bartnik, Geoffrey Grimmer, Sarah Parrish, Nick Sunday

STAFF PRESENT

Jenny Rakow, Town Clerk
Lynette Horan, Human Resources Manager

COUNCILMEMBERS ABSENT

None

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Councilmember Janet Bartnik motioned to adopt the agenda. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

EXECUTIVE SESSION

1. Executive session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), on the topic of the appointment of an Interim Town Manager.

MOTION: Councilmember Janet Bartnik motioned to enter into Executive session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), on the topic of the appointment of an Interim Town Manager. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE INTERIM TOWN MANAGER

- 1. Resolution 07, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Temporary Employment Agreement for an Interim Town Manager"

MOTION: Councilmember Ellen Bodenheimier motioned to approve Resolution 07, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Temporary Employment Agreement for an Interim Town Manager". The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

ADJOURN - 5:15 PM

MOTION: Councilmember Mikel Kerst motioned to adjourn. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Approved:
Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Kevin Aoki, Information Technology Manager

Date: January 25, 2022

Agenda Item: Change order to complete the migration of THOR telecom services from Town Hall to Public Works in the amount of \$57,797.00.

REQUEST: Staff requests that the town council consider approval of a change in order to complete the migration of THOR telecom services from Town Hall to Public Works to NeuComm Solutions for \$57,797.00. The scope of work includes purchase and installation of network racks, power components, fiber termination services, and fiber relocation.

BACKGROUND:

Telecommunication Shelter was purchased for the Town Broadband/THOR partnership. THOR equipment was temporarily housed in Town Hall but upgrading building infrastructure to properly support the initiative was not cost effective. The Telecommunications Shelter placed at Public Works building was determined to be better suited for the Town Broadband/THOR projects. Furnishing the Telecommunications Shelter with internal components to mount and manage hardware for a flexible deployment of Broadband services is now required.

ANALYSIS: This contract will accomplish the following:

- Furnishing and setup of internal components of the telecom shelter were not included in the initial estimate.
- Internal components and termination are required to make the telecom shelter operational.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT:

\$57,797.00 additional funding is requested to furnish the Telecommunications Shelter with components that allow for flexible configuration and design.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This proposal does align with the town's commitment to the project THOR and providing the community with middle mile broadband.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve or deny the change order in order to complete the migration of THOR telecom services from Town Hall to Public Works telecom shelter in the amount of \$57,797.00.

ATTACHMENTS:

1. ToE Fiber Shelter Rack Fiber Power Pricing

November 4, 2021

To: Town of Eagle
Attn: Dennis Wike & Kevin Aoki
PO Box 609, 200 Broadway
Eagle, CO 81631

Re: Prefabricated Communication Shelter RFP Pricing for Racks, Fiber

Dennis and Kevin,

As requested, below is pricing for the fiber and rack work we've discussed for the interior of the new shelter. If you wish to proceed on certain aspects and not others, I will need to confirm that pricing can be "peeled out" as desired. Note that all pricing includes required bonding fees.

Rack & Power distribution work:

DESCRIPTION	CATEGORY	PRICE
Install (2) 2-post racks, with vertical cable management and grounding, (1) GMT fuse panel in ToE space; (3) collocator racks, 12 GMT fuse panels in collo space; fiber trough above and drops to all racks except DC power	Labor – DC Power	\$ 9,005.00
Provide (2) 2-post 19"W x 7'H x 6"D racks with vertical cable management for ToE space	Material - Racks	\$ 1,562.00
Provide (3) collocator racks, each with 4 lockable collocator sections and internal vertical cable management system for collocator space	Material – Racks	\$12,197.00
Provide (1) Telect GMT Fuse Panel for fiber rack in ToE space, (12) Duracomm small GMT fuse panels collocator space, install/grounding wire & misc. install material	Material – DC Power	\$ 6,114.00
Provide 4" fiber trough above all racks except DC power and drops to each rack in ToE space and collocation space	Material – Fiber Trough	\$ 1,587.00
PRICING CHANGE SUBTOTAL 1		\$ 30,465.00

Fiber work in ToE Room:

DESCRIPTION	CATEGORY	PRICE
Pull 288-count fiber from property corner vault to inside shelter; prep 288 fiber for termination; splice, test & label 144 strands	Labor – Fiber	\$ 8,721.00
Provide Corning CCH-04U and associated components to land 144 strands in ToE space	Material – Fiber	\$ 6,050.00
PRICING CHANGE SUBTOTAL 2		\$ 14,771.00

Fiber work in Collocation Room:

DESCRIPTION	CATEGORY	PRICE
Install Corning SPH-01P fiber patch panel in each of 4 lockers in each of 3 racks (12 lockers total) in collocator space; splice 144 fiber pigtails at CCH-04U in ToE space, run and terminate 12 connectorized pigtails to each collocator locker	Labor – Fiber	\$ 8,516.00
Provide 12 Corning SPH-01P and associated components, 12 fiber pigtails containing 12 strands each (144 strands total)	Material – Fiber	\$ 4,045.00
PRICING CHANGE SUBTOTAL 3		\$ 12,561.00

GRAND TOTAL ALL PROPOSED PRICING

\$57,797.00

Should you have any questions or desire additional information, please don't hesitate to reach out.

Sincerely,

Karen Diack
President



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: January 25, 2022

Agenda Item: Resolution No. 6, Series, 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 115 E Second Street (Broadway Station)

REQUEST:

For Town Council to review and consider approving a resolution authorizing a Development Agreement and performance guarantee for the Broadway Station project.

INTRODUCTION:

On March 20, 2018, the Planning & Zoning Commission approved a minor development permit for Broadway Station located at 115 E Second Street. The Developer (Desmond Home Builders, LLC) is looking to occupy the building in the near future. The Development Agreement ensures that all public improvements have been completed to Town standards and that a performance guarantee be collected for incomplete improvements and to warrant public improvements. This Development Agreement is required prior to the Town approving occupancy of Broadway Station.

ANALYSIS:

While the building is substantially complete, there is an outstanding private improvement that needs to be covered under the performance guarantee. The private improvement is striping for parking to the rear of the building. The performance guarantee will also provide warranty for all public improvements. For the construction of Broadway Station, the developer was required to replace the sidewalk and install a sidewalk drainage grate on Second Street. A tree will need to be reinstalled on Broadway in the spring of 2022. [Section 4.06.020.F](#) of the Municipal Code requires that the Town collect 10% of the actual cost of public improvements as warranty. This warranty will be held for a 2-year period. The performance guarantee will total \$2,318.50. A breakdown of costs for the performance guarantee can be found in Exhibit A of the Development Agreement.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This request has no budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request aligns with the major object to 'Match Infrastructure to Quality of Life'. By requiring a warranty when developers install public improvements (new or replaced), the Town can ensure the

infrastructure meets the community's standards without burdening residents with the costs of those improvements. If there is a failure in the developer-installed public improvements (e.g. cracks in sidewalks), the Town can draw from the warranty to fix the public improvements to meet Town standards.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution 6, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 115 E Second Street (Broadway Station).

ATTACHMENTS:

- Resolution No. 6, Series 2022
- Development Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 06
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A DEVELOPMENT AGREEMENT FOR BROADWAY STATION

WHEREAS, Desmond Home Builders, LLC ("Developer") owns the real property with an address of 115 East Second Street, Eagle, CO, and more particularly described as 2nd & Broadway Station, Lot 1 (the "Property");

WHEREAS, Developer desires to develop the Property as a mixed use building, and has filed an application for a Development Permit;

WHEREAS, to obtain a Development Permit, Developer must execute a Development Agreement with the Town.

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

Section 1. The Development Agreement is hereby approved 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 JANUARY 25, 2022.

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 January, 2022 (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 Desmond Home Builders, LLC, a limited liability company with an address of P.O. Box 3518, Eagle, CO 81631 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property with an address of 115 East Second Street, Eagle, CO, and more particularly described as 2nd & Broadway Station, Lot 1 (the "Property");

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

WHEREAS, pursuant to § 4.06.020(F) of the Eagle Municipal Code (the "Code"), 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

1.1 **Purpose.** This Agreement is intended to set forth the Parties' agreement as to the Development, including the nature of the Development, the procedures, limitations and standards applicable to the construction of public improvements to serve the Property, and the responsibilities of the Parties for various costs, fees and charges.

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 May 1, 2022.

b. Upon completion 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. Within 30 days of Developer's request, the Town Engineer shall inspect the Public Improvements and issue a written determination as to whether the Final Acceptance Punch List work has been satisfactorily completed. If the Town 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 letter of credit, in a form 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 Code § 4.06.020(F).

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 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 on property owned by the Town shall agree to indemnify and hold harmless the Town, its officers, employees, and insurers 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, 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. 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 the Development.

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 as required by law.

(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 Code § 4.03.080(C)(2), 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 the Development Permit application. Said costs shall be paid in full prior to the issuance of the 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 Code § 4.03.080(D)(1).

SECTION 11 – FEES AND DEDICATIONS

11.1 Street Improvement Fee. Pursuant to Code § 4.13.220, Developer shall pay to the Town \$18,250.60 for street improvement fees for the Development, prior to the issuance of the Development Permit.

11.2 Fire Protection Impact Fees. Pursuant to Code § 4.13.230, Developer shall pay to the Town \$20,567.82 for fire protection impact fees for the Development, prior to the issuance of the Development Permit.

11.3 School Land Dedication Fee. Pursuant to Code § 4.13.190, the Development is not subject to school land dedication fee.

11.4 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 venue for any legal action 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

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
Bryan Desmond as _____ of Desmond Home Builders, LLC.

My commission expires:

Notary Public

Exhibit A

Broadway Station

Public Existing / Improvements in TOE Right of Way	Cost	Completion	Notes
2nd Street Sidewalk	\$ 8,700.00	completed	
2nd Street sidewalk drainage grate	\$ 185.00	completed	
Street Tree Broadway	\$ 850.00	incomplete	To be reinstalled by Desmond
Total warranty and performance guarantee:	\$ 1,823.50		

Private Improvement	Cost	Completion	Notes
Alley Parking Parking striping	\$ 450.00	incomplete	To be installed by Desmond
Total performance guarantee (110% cost):	\$ 495.00		

**Town to collect 110% for incomplete improvements and 10% for complete public improvements as warranty.

Total performance guarantee for improvement (complete and incomplete):

\$	2,318.50
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To: Mayor and Town Council

From: Joey Staufer, Chief of Police

Date: January 25, 2022

Title: IGA with Eagle County Fleet Services

REQUEST:

Approve to commence mechanical services (preventative maintenance, non-warranty maintenance and tire rotations) with Eagle County Fleet Services (mechanic team) for 2022, or until the Town of Eagle mechanic position is filled with a qualified mechanic.

BACKGROUND:

The mechanic position with the Town of Eagle remains vacant. Public Safety vehicles must maintain service ready standards of operation, requiring frequent preventative maintenance intervals (PMI), brake inspections, oil changes, tire rotations and on occasion, mechanical services for non-warranty mechanical problems. These services were conducted at the Town of Eagle, under the direction of the Town of Eagle Mechanic, until the vacancy of the mechanic position.

Public Safety began using several vendors, as some were able to perform routine work, while others could only perform specialized work. EPD also had a primary vendor for preventative maintenance, who retired in 2021. Secondary vendors began to have scheduling issues, while others were delayed with parts. Police officers were beginning to install components, such as batteries and battery tenders on fleet vehicles. Officers also began to experience similar problems with their assigned vehicles, even after being serviced at an identified vendor.

ANALYSIS:

Chief Staufer asked his team to look at a primary vendor and asked that Eagle County be considered. The Town of Eagle had a fleet services contract in place from many years prior with Eagle County. When approached, Eagle County was happy to renew the IGA under the original terms, but with an increase in hourly wages for their mechanics.

The Eagle County Sheriff's Office has the same brand vehicles in their fleet and these vehicles are routinely serviced by Eagle County mechanics. As such, parts are readily available. Mechanics are trained and accustomed to working on these types of emergency vehicles.

Eagle County has a schedule which is easy to navigate for our patrol officers. The majority of work may be completed at Eagle County fleet. This makes it easy for the user and for records (tracking and finance). Warranty-related work will remain with Ford (Glenwood Springs).

COMMUNITY INPUT:

Community input was not solicited. TOE legal was involved with the modification of the new (version 2022) fleet services IGA.

BUDGET / STAFF IMPACT:

The vacant TOE mechanic position will have an impact to the Public Safety Budget. Please anticipate sixty (60) to seventy (70) percent cost increases for mechanical services and PMI services in 2022, compared to having an in-house mechanic.

The IGA has the following terms:

Rate. The Town agrees to pay the County a rate of \$110.00 an hour for mechanic's time performing maintenance services.

Payment. The County shall bill payment on the first of every month. Payment is due from the Town by the 30th of the same month.

Scope of Maintenance Services. The County shall be responsible for routine maintenance of Town police vehicles, including without limitation regular oil changes, proper tire inflation, engine operation, transmission, air conditioning and any other repairs or major components necessary for the safe operation of police vehicles.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Until our TOE mechanic position is filled, this plan provides for greater efficiency, appropriate alternative investment and sound planning; to ensure Public Safety protects their fleet and may respond appropriately.

RECOMMENDED ACTION OR PROPOSED MOTION:

Approve Intergovernmental Agreement with Eagle County Fleet Management.

RESOLUTION NO. 11

(Series 2022)

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN EAGLE COUNTY FLEET MANAGEMENT AND THE TOWN OF EAGLE FOR THE PURPOSES OF PROVIDING FOR THE MAINTENANCE OF TOWN POLICE DEPARTMENT VEHICLES

WHEREAS, the Town of Eagle desires to contract with Eagle County Fleet Services for the performance of the described services in the attached Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, the County agrees to perform such services on the terms and conditions set forth in Exhibit "A"; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 29-1-201 and 30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

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

The Town Council approves an Intergovernmental Agreement with Eagle County Fleet Services to provide for the maintenance of Town Police Department vehicles attached as Exhibit "A."

RESOLVED, APPROVED AND ADOPTED THIS 25TH DAY OF JANUARY 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as this 25th day of January 2022 (the "Effective Date") by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic with an address of P.O. Box 850, Eagle, CO 81631 (the "County") (each a "Party" and collectively the "Parties").

WHEREAS, the Town utilized a local mechanic for maintenance of the Town's fleet vehicles until their recent retirement, and now wishes to use the Eagle County Fleet Management's services for such maintenance; and

WHEREAS, the Parties are authorized to enter into this Agreement by Article XIV, § 18 of the Colorado Constitution and C.R.S. § 29-1-203, which allow governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

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

1. Purpose. The purpose of this Agreement is to provide for the maintenance of Town police department vehicles by the County.
2. Services. The County, through Eagle County Fleet Management, agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the service or work described in **Exhibit A**.
3. Term. This Agreement shall commence upon the Effective Date and shall continue through _____.
4. Termination. This Agreement may be terminated by either Party, with or without cause upon 30 days' prior written notice to the other party. The County shall be entitled to compensation for services performed prior to such termination, and both Parties shall thereafter be relieved of all duties and obligations under this Agreement.
5. Hold Harmless. The Town shall hold the County harmless for any claims from third parties arising out of the County's maintenance of the Town's vehicles.
6. Miscellaneous.
 - a. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, 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 and any attached exhibits constitute 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 prepaid, 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 written agreement of the Parties.

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

i. *Governmental Immunity.* The 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, and 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 their officers, attorneys or employees.

j. *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 are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

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

EAGLE COUNTY, COLORADO

ATTEST:

Jeanne McQueeney, Chair

County Clerk

EXHIBIT A

1. *Rate.* The Town agrees to pay the County a rate of \$110.00 an hour for mechanic's time performing maintenance services.
2. *Payment.* The County shall bill payment on the first of every month. Payment is due from the Town by the 30th of the same month.
3. *Scope of Maintenance Services.* The County shall be responsible for routine maintenance of Town police vehicles, including without limitation regular oil changes, proper tire inflation, engine operation, transmission, air conditioning and any other repairs or major components necessary for the safe operation of police vehicles.



To: Mayor and Town Council

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

Date: January 25, 2022

Agenda Item: Resolution 04, Series, 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Development Agreement for the Haymeadow Cabin Parcel"

REQUEST:

The Applicant is requesting the Town Council review and approve a resolution authorizing an Amendment to the Development Agreement for the Haymeadow Cabin parcel.

INTRODUCTION:

On April 27, 2021, Town Council approved an Amendment to the Haymeadow PUD Guide allowing for special events to be operated at the Haymeadow Cabin. A Development Agreement was issued in conjunction with this approval and outlined several conditions that needed to be met by the developer in order to utilize the cabin in such a capacity. In December, the owner of Haymeadow reached out to Planning staff with a request to extend the timeline for the requirement to submit for a development permit or subdivision application. This request is due to the potential sale of 200 acres of Haymeadow to The Conservation Fund, which would include the cabin parcel.

ANALYSIS:

ABRIKA Properties is requesting this amendment to the agreement in order to provide the time necessary to either sell the property and discontinue events as an allowed use; or if the sale of the property should fall through, to move forward on the Cabin and utilize the property as they have preliminary approval for. Staff has reviewed the request and the Development Agreement and does not believe that granting this request would put Haymeadow in conflict with any other obligations to the Town. The Development Agreement currently requires submittal of a development permit or subdivision application by May 25, 2022. If this request is granted, that date would be extended to September 25, 2022.

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** the adoption of Resolution 4, Series 2022, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Development Agreement for the Haymeadow Cabin Parcel”

ATTACHMENTS:

- Memo from Brandon Cohen, ABRIKA Properties, LLC
- Resolution 4, Series, 2022
- First Amendment Development Agreement – Haymeadow Cabin



Town Council Members,

As you know, last Summer a change of use for the Haymeadow Cabin parcel was approved to allow for events to be hosted at the Cabin. Shortly after that approval, we began discussions with The Conservation Fund to explore the possibility of selling and conserving the back 200 acres of Haymeadow. While we still believe the renovation and use of the Cabin as a special events center would be of great value to the community and Haymeadow, it was made clear to us that to pursue a conservation easement on the back 200 acres, we would need to forgo that use. Therefore, we included that parcel in the recently executed contract for sale to the Conservation Fund. The Conservation Fund anticipates that it will not be able to close on the acquisition until June. However, our Development Agreement signed as part of that change of use requires us to submit a Development Permit for the Cabin renovation by May 25th of this year. To avoid spending time and money finalizing that Development Permit, which will no longer be necessary if the conservation acquisition is completed, we are requesting a simple extension of that deadline so that we can preserve our rights to proceed with the Cabin renovation if the Conservation Fund chooses not to close on the acquisition after completing its due diligence. Following extension of that deadline, we are then obligated by our contract with the Conservation Fund to extend their Inspection Period so that it aligns with their anticipated timing to close.

Thank you for your consideration of this request.

Best,

A handwritten signature in black ink, appearing to be "B. Cohen", written over a horizontal line.

Brandon Cohen
Abrika Properties LLC

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 04
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR
THE HAYMEADOW CABIN PARCEL

WHEREAS, on May 25, 2021, the Parties entered into a Development Agreement, Reception No. 202114804 (the "DA"), which DA governs the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property"); and

WHEREAS, the Parties wish to extend a deadline in the DA from one year to 16 months.

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

Section 1. The First Amendment to the Development Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney . Upon such approval, the Mayor is authorized to executed the First Amendment on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON January 25, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Haymeadow Cabin)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "First Amendment") is entered into as of the ____ day of _____, 2022 (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 ABRIKA PROPERTIES, a Florida limited liability company with an address of 8250 Southwest 27th Avenue, Ocala, FL 34476 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, on May 25, 2021, the Parties entered into a Development Agreement, Reception No. 202114804 (the "DA"), which DA governs the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property"); and

WHEREAS, the Parties wish to extend a deadline in the DA from one year to 16 months.

NOW, THEREFORE, 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:

1. Section 1.g. of the DA is hereby amended to read as follows:

g. Developer shall submit an application for subdivision and development permit of the cabin parcel prior to September 25, 2022.

2. Except as expressly set forth in this First Amendment, the DA shall remain unmodified and in full force and effect as written.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ABRIKA PROPERTIES

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
_____ as _____ of Abrika Properties.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:



To: Mayor and Town Council
From: Brandy Reitter, Town Manager
Date: January 25, 2022
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 February:

- School Resource Officer IGA
- State of Colorado Energy Office IGA
- Rail Pros Contract

This report is light as it is my last real one before my departure. Most of my long-term updates and planning items will be reflected in my transition document. Any weekly updates between now and February 7 will be individual emails sent to you as I am running out of progress to update you on.

Town Manager Transition – I am working on this process, and it is a big project. Below are a few things that I have planned over the next 2 weeks:

- Jim White and I are going to meet on Tuesday to begin the process of transitioning. At this meeting, he will receive phones and computers. I will share with him an outline of what I have planned for him over the next two weeks.
- I have already begun including Jim in emails and meeting invites. He can attend as his schedule allows.
- I have scheduled Transition & Wrap Up Meetings with each of my direct reports to capture everything that the next few managers will need from me.
- I will prep the last remaining items for the packet on February 8 since I will still be here.
- I will continue to manage committees that I am overseeing until I leave so that nothing falls through the cracks while my tenure comes to an end.

Reminders:

- Grand Avenue Corridor Plan Work Session is scheduled for January 31 from 4:00 PM – 6:30 PM and staff will provide food since this meeting might go a little later and through the dinner hour.
- The LBWTP ribbon cutting is scheduled for February 2 at 11 AM.

I will keep the to-do list on my report and hopefully, the next manager can use it to track items that were requested by previous council members. At the next meeting, you will receive my transition document in your packet as well as a letter expressing my gratitude and appreciation for you and all those who have been part of my journey.

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
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
5/25/2021	Evaluate Bird Scooter proposal and bring it back	Not Scheduled
8/10/2021	Schedule TOE housing strategy work session	February 2022
8/24/2021	Establish incentives for ADUs	Not Scheduled
9/14/2021	Fee waivers for town projects policy	Not Scheduled
9/14/2021	Follow up on Broadway tree grate maintenance	Not Scheduled
10/5/2021	Create a policy for eBikes on recreation paths in Town and reach out to BLM to let them know what the plans are	Not Scheduled



To: Mayor and Town Council

From: Brandy Reitter, Town Manager, and Department Leads

Date: January 25, 2022

Re: Department Updates for December 2021

POLICE DEPARTMENT

December 2021



<i>Agency Assist 33</i> <i>Assault 7</i> <i>Burglary 0</i> <i>Child Abuse Investigations 2</i> <i>Citizen Assist 77</i> <i>Civil 10</i> <i>Code Violation 3</i> <i>Crash 32</i> <i>Damage/Vandalism 4</i> <i>Death 1</i> <i>Disturbance 7</i> <i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 3</i> <i>Domestic/Disturbance- Harassment or Assault 7</i> <i>DUI/D 4</i> <i>DUR 4</i> <i>Felony Assault/Menace/Weapons 2</i>	<i>Fire/Medical 14</i> <i>Fraud 1</i> <i>Harassment 7</i> <i>Juvenile/Family Incident 3</i> <i>Missing/Recovered Juvenile – Adult 0 - 1</i> <i>Narcotics 2</i> <i>Noise 1</i> <i>Protection Order Violation 2</i> <i>Sex Assault/Misconduct Investigations 3</i> <i>Sex Offender Check/Registration 9</i> <i>SRO Related 10</i> <i>Suicidal/Welfare 11</i> <i>Suspicious Person/Vehicle/Occurrence 32</i> <i>Theft 5</i> <i>Trespassing 2</i> <i>Warrant Arrest 1</i>
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Happy Holidays!

Your EPD team continued to attend to multiple calls for citizen/guest aid, motor vehicle accidents, suspicious people, security checks, disturbances, abandoned vehicles, motorist assists, noise complaints, animal complaints, trespasses, welfare checks, VIN checks and traffic complaints. When the snowstorms hit, your team responded to multiple calls for slide-offs, crashes, assists with tows and road closures. While several members fell ill during the

height of the snow events, EPD was able to attend to CFS with reduced staff. Low-priority areas, such as noise complaints and parking (these areas are addressed when CFS are not pending or actively being followed-up on) were derailed but attended to on a case-by-case basis. During snow events, officers are typically addressing road-related concerns (crashes, slide-offs, tows, assists, closures, etc.) in addition to other CFS and/or investigations and follow-up.

Close call. Several roommates living in a small residence became frustrated with another roommate, who was provided with a 30-day notice to vacate. A few days later, the roommate who received the notice became impaired by narcotics and elected to take his frustrations out by leaving his room and confronting the other roommates. He pulled out a handgun and pointed it at one of the roommates. A physical altercation occurred, and the menacing roommate lost grip of the firearm, which dropped to the ground. He was quickly shoved out of the residence, locked out and police were summonsed to the scene. The firearm was recovered and reported to have ammunition in the magazine and one round in the chamber. The menacing roommate was found at a nearby residence, treated for injuries and arrested for felony menacing and prohibited use of a weapon. The case remains under investigation and additional charges may be pending.

Sgt. Causey recognized a known offender driving in town, who also had a revoked driver's license. As Sgt. Causey began to follow the vehicle, the driver suddenly pulled over as he was driving down the I70 on-ramp. The driver began exclaiming sovereign citizen ideologies and refused to cooperate. A long gun was observed next to the subject. The subject was a known felon and could not possess firearms. I-70 was shut down and a high-risk stop was instituted with assistance from CSP and ECSO. After a standoff with police, the subject was taken into custody without incident, even after making several loud verbal threats to use his firearm.

Caption This! A subject arrived at 885 Chambers to attend court for a DUI. A Good Samaritan noticed that he was acting suspicious, as he turned around several times as he walked. He then stopped, reached inside his backpack, and dropped another bag near a bush. He abandoned the other bag and proceeded to walk into the courthouse with his backpack. Police were summonsed to check out the suspicious circumstance and upon inspection of the abandoned bag near the bush, officers discovered it filled with narcotics. Evidently, this subject may not have been aware of security cameras (at a jail/courthouse?). Needless to say, the subject will be going back to court for the narcotics charges.

Listen to the Judge! A suspect was arrested for various charges. A Protection Order was issued, and a judge told the suspect that he could not go back to one location in all of Eagle County, or contact the one person he had harassed. Days later, EPD was summonsed for a disturbance and found the suspect at the location he was restrained from and pushing the person he was ordered to stay away from. He was promptly arrested and taken back to jail.

An alert citizen called in a vehicle for weaving and nearly striking another vehicle while driving on HWY 6 towards Eagle. A Report Every Drunk Driver Immediately (REDDI) report was aired to officers/deputies in the area and an alert EPD officer spotted the vehicle. The driver was contacted and subsequently arrested for felony DUI. In a separate call for service, employees at a local restaurant attempted everything in their power to stop an individual from driving after he arrived to pick up food and showed signs of heavy impairment. The subject was contacted by an officer and not only found to be heavily intoxicated (DUI), but also found to be driving with a small child who was in a car seat. Due to the aggravated circumstances and further investigation into the incident, the subject was also charged with child abuse.

A resident noticed that a vehicle stopped in the road near his parked car. The driver got out and began to vandalize the parked car (broke a window and slashed the tires). The resident called 911 and EPD officers were able to locate

a matching vehicle, which led to the contact of a suspect who matched the description noted by the witness. The suspect eventually admitted to the crime, claiming the parked vehicle was too far out into the street. The suspect was charged with criminal mischief.

EPD assisted ECSO with a traffic stop, where the driver pulled into a local convenience store parking lot. Narcotics transportation was suspected. Upon search, narcotics were in fact, discovered. The suspect was arrested and housed at the Eagle County Jail.

In 2021, EPD hired two officers with Drug Recognition Expert (DRE) training certifications. There is a stringent protocol that must be followed on an annual basis to maintain this certification. Knowing that EPD has officers with this training, other agencies have asked for assistance with investigations and suspected DUI stops involving drugs. Events:

Sgt. L. Causey assisted with the Mason Lodge Toy Store and FTO D. Scriver helped deliver holiday meals (a couple great examples for Santa's helpers to aid those in our community who need a little extra "elf" help!). FTO J. Shaffer assisted with the wreath ceremony at the Eagle Cemetery. Several officers stopped into various businesses to "Wassail."

Your EPD team also assisted with a very successful Christmas on Broadway event! There were several great floats in this year's parade. Our citizen and guest turnout for the parade was quite impressive!

Tip-a-cop was highly successful! A little birdy mentioned that Chief Staufer had once worked at the Lancelot Restaurant and the current owner reached out to host the event, benefiting Special Olympics of Colorado. Officers from local law enforcement entities (EPD, VPD, APD, ECSO & CSP) teamed up with waitstaff and buss-staff to offer additional service to customers. Customers were advised of the fundraising program and asked if they would like to make a donation in excess of the "tip" normally left for waitstaff. This was one of the most successful single-night TAC event that Chief could recall since his involvement with Special Olympics (going back to the days when he was in Breckenridge). Both staff and patrons were very receptive and the event raised \$4000.00 for Special Olympics!

Your Eagle Police Department continued to bring holiday cheer to local families in need of a little extra assistance during our holiday season with the Shop with A Cop event. This year's event gave a unique holiday experience to several elementary school aged children. Children were selected by their school and paired with a police officer. Each Child was given \$150.00 and an hour to shop at Walmart with their assigned officer. Children were also provided with a holiday meal basket, a visit from Santa and time to wrap their gifts (and eat dinner with their local heroes) on this special night! A special thank you to all of our local business sponsors, volunteers and first responders who continue to make this event successful year after year!

Current job mundane and boring? Is working from home a challenge? Do you wish to join a professionally accredited, dynamic and fun team, committed to service excellence, while protecting the citizens and guests of Eagle? Join the Eagle Police Department! Minimum qualifications listed on our TOE website. Please email inquiries to: EPD@townofeagle.org

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

PUBLIC WORKS DEPARTMENT

December 2021 / mid-January 2022

Streets

- Between 12/24 and 1/1 it snowed. Quite a bit. Most areas of Town received about 24 inches during this time. We also had freezing rain on a couple of days which made conditions abnormally icy. This amount of snow in a single storm cycle seems to happen, on average, about once every five years in Eagle. Our crew put in an amazing effort during this storm with a number of staff working in excess of 40 hours of OVERTIME during the holiday week. We are still working to clean up streets and on-street parking areas three weeks after the snow ended. Two local contractors have assisted us during the cleanup and deserve a big shout out – Ewing Trucking and Hobbs Excavating. One of the big challenges now is that the current weather pattern with sun, daytime highs just over 30, and nighttime lows around zero, is perfect for converting packed snow into packed ice. We are working hard to cut this ice pack off from roads as it develops. We are also working hard to cut snow banks back to the curbs on all streets in order to facilitate the runoff of melt water on the warmer days. We have been contending with a number of staff being out of work in recent weeks and this has slowed the clean-up effort but everyone is making a great effort.
- Public Works is getting a lot of messages about snow covered and icy sidewalks, unfortunately we have no ability to take any enforcement action on this and we are doing our best to politely direct citizens to the proper Town departments. Although the Town has an ordinance in place requiring adjacent property owners to clear sidewalks of snow within 24 hours after a snowfall, many property owners have not performed any snow removal at all, and several HOAs have not made an adequate effort to clear sidewalks. It's slippery out there, please be careful!
- Nothing makes abandoned vehicles obvious like lots of snow, and we're becoming aware of more than we knew were parked on our streets. When a vehicle is left on the street we must plow around it, but it's impossible to plow right up to it, so each vehicle left on the street results in a reduction of three to four on-street parking spaces. The current winner is a vehicle on Founders Avenue that is going on six weeks without having been moved.
- 'Tis the season for potholes too, we're aware of many including some big ones on Sylvan Lake Road and Grand Avenue, and we're working to schedule repairs in among the on-going snow removal work.
- We have been engaged in a lot message exchanging with a resident in the Village Homes neighborhood who is unhappy with the HOA provided snow removal in the alleys near their home. This resident contends that the Town should plow the alleys. Although these particular alleys are plated as Town rights-of-way, the Town has never performed snow plowing of these alleys and it has always been performed by the three adjacent HOAs. As a side note, the Town does not provide snow plowing of any alley within town. We have politely explained this but our answer has not been well received so I wanted to make the Council aware of the situation.
- In addition to cleaning up snow, we are also cleaning up many wildlife carcasses that have been killed due to vehicle strikes. Brush Creek Road and Capitol Street have been problematic. The current hot spot is Grand Avenue near the Town's wastewater treatment plant where about 100 elk have been crossing the road each evening as they move from Hockett Gulch to the Fairgrounds and nearby private properties. We have been working with our local CPW officer to try to get out public messaging and to use our portable VMS sign to warn drivers of problem areas. Please help spread the word and encourage drivers to travel more slowly at night in order to minimize the killing of our local wildlife.

Buildings & Grounds

- The B&G crew has been busy assisting Streets with plowing of roadways, Town maintained sidewalks and pathways, and parking lots. Their efforts have been just as monumental as for the Streets crew.
- We are working to resolve the malfunction of the gas fire pit at the River Park, it has been difficult to pinpoint the problem. The complaints about the fire pit does raise the need to discuss whether we want to maintain the River Park as “open” during the winter months. Currently Town staff does not perform any snow removal at the River Park, and we are locking the restrooms to the public during the winter months. Along with this, we have been shutting off the gas service to the fire pit during the winter. I’m not certain that the Council is aware that we are shutting down these park facilities during the winter, and if there is a desire to fully maintain the park during winter I would like to have the opportunity to discuss the pros and cons with Council.

Water

- We are receiving a number of customer calls regarding increased water hardness and the associated white mineral deposits on faucets, appliances, etc. The natural water within the Brush Creek Valley is quite hard, and the water being distributed from the Lower Basin Water Treatment Plant is even more hard than that from the Upper Basin Treatment Plant. This is because the soils lower in the Brush Creek Valley have a higher mineral content than those in the upper part of the valley and the stream water going in to the LBWTP has an increased mineral content as a result. The more we utilize the LBWTP the more our customers will experience increased water hardness. Municipal water utilities do not usually treat water to reduce hardness as hardness does not present any health, taste, or odor issues. It is also extremely expensive to treat hardness on a utility-wide scale. I wanted to provide you with this information in case you are hearing similar comments from our citizens. If you have additional questions please feel free to reach out to Stephan Wilson.

Wastewater

- The treatment plant is humming along, no issues.
- Stephan is doing a lot of work analyzing test data that was used as the basis for our wastewater discharge permit issued by the State of Colorado. Our current discharge permit has some very stringent and unusual requirements with respect to metals removal, and it appears that these requirements may have been put in to place based on erroneous water testing results. Basically, it appears there may have been test results reported that had a decimal place error. Some of these test results go back many years. Stephan is working to correct this data, and we believe that there is a high probability that we can have our discharge permit revised. If we are successful, this could greatly reduce the cost of treatment and compliance in the future. More to come as this work progresses.

Open Space

- As most of you know, there is much discussion about winter use of the Haymaker Trail and the impact upon wildlife. We are hearing from our local CPW officer that two of the biggest problems with this trail and wildlife impacts are unleashed dogs and nighttime use of the trail. Dogs are required to be on leash, and we are working to help inform the public of this and the stress that unleashed dogs cause to wildlife. Nighttime use is not currently prohibited, but we are encouraging trail users to voluntarily refrain from using the trail at night when wildlife are prevalent in the area. Please help us to get the word out on both of these messages.



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: January 25, 2022

Agenda Item: Ordinance No. 4, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 435 Eby Creek Road, Eagle, Colorado from Commercial General (CG) to Residential Multi-Family (RMF)

REQUEST:

The applicant, David Nudell on behalf of PITW LLC., is requesting to rezone a 2.804-acre parcel at 435 Eby Creek Road from Commercial General (CG) to Residential Multi-Family (RMF).

INTRODUCTION:

The property is located north of I-70 and west of Eby Creek Road. To the west is the Eby Creek Mesa subdivision, a low-density, single-family subdivision located outside of the Town boundary but within the Town's Urban Growth Boundary. The property directly to the north is open space owned by the Eby Creek Mesa Homeowners Association. To the south is a multi-family residential structure. Other uses in the area are commercial including a grocery store, bank, medical office, restaurants, liquor store, and more.

This request to rezone follows the Town's recent Amendment to the Elevate Eagle Comprehensive Plan (Comprehensive Plan) which included a modification of the Future Land Use Map (FLUM). The future land use designation was changed from Commercial/Light Industrial to Mixed Use in the FLUM. This change in future land use allows for greater residential density than would have been allowed under the Commercial/Light Industrial designation. The Comprehensive Plan provides a list of allowed zone districts that correlate with future land uses in the FLUM. This list can be found on page 32 of the Comprehensive Plan ([LINK](#)). Residential Multi-Family zoning is listed as an allowed zone district for Mixed Use. The Site Plan shows that the Applicant intends to construct a multi-family residential apartment complex on the property. If the rezone application is approved the applicant's next step would be development permit.

ANALYSIS:

Staff reviewed the application against the four criteria for rezoning outlined in [Section 4.05.030](#) of the Land Use and Development Code. The staff report for the January 4, 2022 Planning & Zoning Commission meeting provides staff's full analysis of the application against each of the criteria. The staff report can be accessed through this [LINK](#). In summary, the Planning & Zoning Commission recommended approval of the rezone application based on compliance with the standards for rezoning.

COMMUNITY INPUT:

No public comment has been received as of January 19, 2022.

BUDGET / STAFF IMPACT:

The application does not impact the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request aligns with the 2020 Strategic Plan's major objective to 'Diversify the Attainable Housing Stock' with the change from commercial to residential zoning. The RMF zoning will allow for greater residential density and will provide opportunity for a diversified, attainable housing stock.

RECOMMENDED ACTION OR PROPOSED MOTION:

The Planning & Zoning Commission voted to recommend approval of the rezone application.

Suggested Motion:

I move to APPROVE Ordinance No. 4, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 435 Eby Creek Road, Eagle, Colorado from Commercial General (CG) to Residential Multi-Family (RMF).

ATTACHMENTS:

- Project Application and Narrative
- Petition for Rezoning
- Site Plan
- Aerial Map and Site Photos
- PZ Commission minutes dated January 4, 2022
- Ordinance No. 4, Series 2022



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION
Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☐ Preliminary Plan
☒ Rezoning	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☐ Final Plat
☐ Temporary Use Permit	☐ PUD Zoning Plan	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Development Plan	☐ Condominium / Townhouse
☐ Encroachment Permit		☐ Minor Subdivision

PROJECT NAME 435 EBY CREEK ROAD Residential Multi Family
PRESENT ZONE DISTRICT Commercial / General PROPOSED ZONE DISTRICT ~~High Density Residential~~ (RMF)
(if applicable)
LOCATION
STREET ADDRESS 435 EBY CREEK ROAD, Eagle CO 81631
PROPERTY DESCRIPTION
SUBDIVISION Perry Subdivision LOT(S) 3 BLOCK _____
(attach legal description if not part of a subdivision)
DESCRIPTION OF APPLICATION/PURPOSE Rezoning of Property to RMF
~~High Density Residential~~ Pursuant to FLUM and
Community Plan Update

APPLICANT NAME PITW LLC. PHONE 818-216-9573
ADDRESS 2111 Mulholland Drive, Woodland Hills, CA EMAIL DAN@SPITZERfamily.com
OWNER OF RECORD PITW LLC. PHONE _____
ADDRESS _____ EMAIL _____
REPRESENTATIVE* David Nudell PHONE 970-390-0492
ADDRESS 210 MESA DRIVE Eagle CO 81631 EMAIL DNUDELL@VAIL.NET

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

10/27/21

To: Peyton Heitzman, Chad Philips, The Planning and Zoning Commission,
and the Town Council

Re: Zone Change Application Project Narrative – 435 Eby Creek Road

I, David Nudell, am the agent for PITW LLC, the owner of 435 Eby Creek Road, which has asked me to pursue a zone change to Residential Multi Family (RMF) zoning for 435 Eby Creek Road after full approval of the Community update plan and FLUM has occurred. PITW executed the petition and notarized permission in advance, in anticipation of the approval by the Town Council, after unanimous approval by the Planning Commission.

For the past 15 years, this property has been marketed within its current zoning, commercial general, and has attracted 6 or 7 contracts, but all were unable to make a project "pencil" due to the unique topographic features of this lot, which necessitate a deep cut and retaining wall, not to mention the generally out of the way location for a commercial enterprise, and the market value of any of the proposed finished commercial property has not been able to justify the cost of development.

Because 435 Eby Creek Road is abutted by The House, which has Multi Family Residential zoning, and also by Eby Creek Mesa, a residential subdivision, and because commercial development on this parcel has not proven to be successful over a long period of time, I ask you to please consider Residential Multi Family (RMF) zoning for this parcel. This request is supported by the Mixed Use designation for this parcel recently approved by the Planning Commission and Town Council, which envisions RMF as an allowable use under the Mixed Use FLUM designation in this location.

This request is supported by the following Comprehensive Plan policies and goals:

1-1.1 supports residential on this parcel, aspiring to " ...ensure a healthy mix of housing types and densities (e.g. single-family, duplex, multi-family, mixed use and accessory dwelling units) to allow for greater diversity.

There is a great need in the Town of Eagle for smaller multifamily units as many of those that live and work in town are getting priced out of both the rental and sale markets.

5-1.4 Promote the development of compact neighborhoods in close proximity to public transit options, and allowing increased residential, retail, and mixed-use densities in areas close to transit stops.

5-1.5 Support transit-oriented development, and improvements that promote multi-modal transportation options.

5-3.2. Ensure efficient multimodal connectivity between all residential areas and public destinations.

The Comprehensive Plan further states a goal of **Elevating our Connections**, "Provide carpool incentives, and encourage car sharing, free bus, etc." as well as offering ". . . residents and visitors a choice to move efficiently and safely using a variety of modes that provide seamless access to both the natural and technological environment."

435 Eby Creek Road is located near the Market Street Commercial Center, and would be a compact neighborhood where residents can walk to the market, liquor store, bank, Ti Amo, Pickled, and many other businesses. This location is ideal for multimodal transportation as it is located extremely close to I-70, a major transportation corridor, as well as being very close to the park and ride. It is also conveniently located for pedestrian and bicycle traffic as it is very near the bike path and bridge over I-70 connecting this parcel to the rest of town. Walkable, Bikeable, close connections to the bus system and public transportation. Because of the proximity to the bus stop, there is a much greater likelihood that residents at 435 Eby Creek Road will avail themselves of the bus when traveling up valley.

Elevating our Unique Character: In the Comprehensive plan process, most agreed with the statement that "Eagle is a diverse community made up spectacular mountain views, human-scaled development, and distinct neighborhoods ranging in character from a vibrant and quirky downtown to formalized and fresh new neighborhoods and everything in-between."

Supporting this zone change is completely in keeping with this sentiment, placing human scaled residential close to one of the commercial hubs of Eagle, while enjoying stunning mountain views, and multimodal transportation connectivity.

In conclusion, there is a great need for multifamily residential in the Town of Eagle, and this is a near ideal location to put it. The area north of I-70 has evolved from a purely commercial zone to one with multifamily residential, which has changed the character of it in a positive way, and fills an urgent

need in our town. Residential in this location would have a much more minimal impact than in any other location in town for traffic, as most residents would not have a daily commute driving through town and the roundabouts.

Changing the zoning of this parcel to Residential Multi Family (RMF) would be consistent not only with the direction of recent redevelopment, but also with the visioning process that led to the creation of the recently approved Elevate Eagle Comprehensive Plan and FLUM, as well as helping to fill a great need in the community.

Thank you very much for considering this zone change.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Nudell". The signature is fluid and cursive, with a large initial "D" and "N".

David Nudell

dnudell@vail.net

970-390-0492

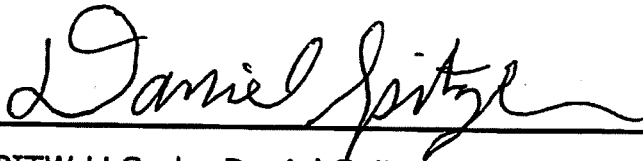
10/12/21

To: The Town of Eagle

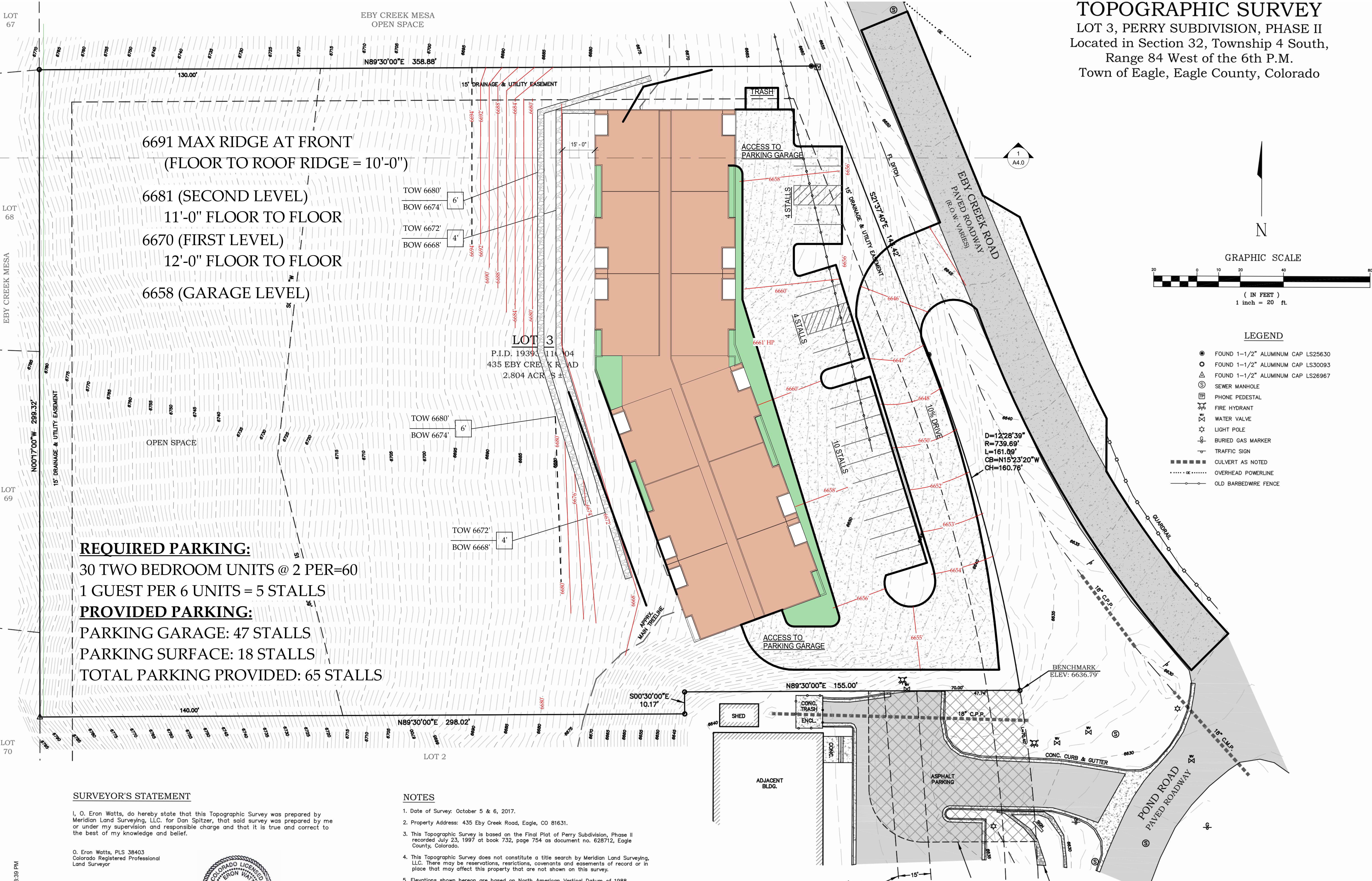
Re: Petition

From: PITW LLC, by Daniel Spitzer

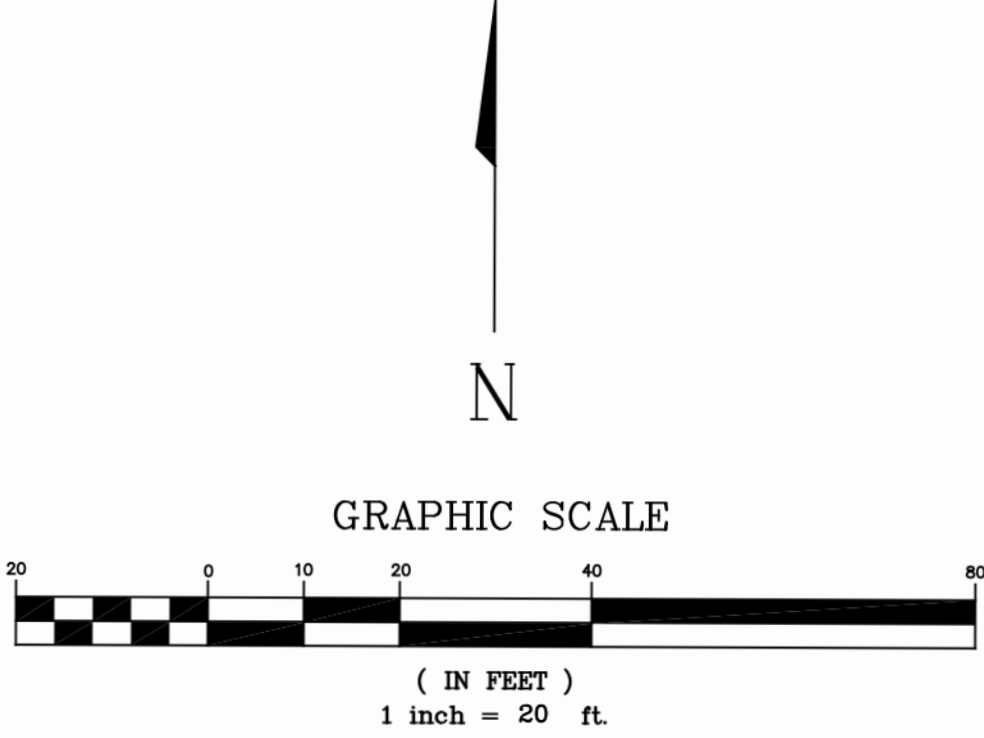
PITW LLC hereby affirms that PITW LLC is the only owner of 435 Eby Creek Road, and wishes to pursue a zone change to High Density Residential zoning.

A handwritten signature in cursive script, reading "Daniel Spitzer", is written over a solid horizontal line.

PITW LLC., by Daniel Spitzer, Manager



TOPOGRAPHIC SURVEY
LOT 3, PERRY SUBDIVISION, PHASE II
Located in Section 32, Township 4 South,
Range 84 West of the 6th P.M.
Town of Eagle, Eagle County, Colorado



- LEGEND
- FOUND 1-1/2" ALUMINUM CAP LS25630
 - FOUND 1-1/2" ALUMINUM CAP LS30093
 - △ FOUND 1-1/2" ALUMINUM CAP LS26967
 - ⊙ SEWER MANHOLE
 - ⊞ PHONE PEDESTAL
 - ⊞ FIRE HYDRANT
 - ⊞ WATER VALVE
 - ☆ LIGHT POLE
 - ⊞ BURIED GAS MARKER
 - ⊞ TRAFFIC SIGN
 - ▬ CULVERT AS NOTED
 - ⋯ OVERHEAD POWERLINE
 - OLD BARBEDWIRE FENCE

REQUIRED PARKING:
30 TWO BEDROOM UNITS @ 2 PER=60
1 GUEST PER 6 UNITS = 5 STALLS
PROVIDED PARKING:
PARKING GARAGE: 47 STALLS
PARKING SURFACE: 18 STALLS
TOTAL PARKING PROVIDED: 65 STALLS

SURVEYOR'S STATEMENT

I, O. Eron Watts, do hereby state that this Topographic Survey was prepared by Meridian Land Surveying, LLC. for Dan Spitzer, that said survey was prepared by me or under my supervision and responsible charge and that it is true and correct to the best of my knowledge and belief.

O. Eron Watts, PLS 38403
Colorado Registered Professional
Land Surveyor



NOTES

- Date of Survey: October 5 & 6, 2017.
- Property Address: 435 Eby Creek Road, Eagle, CO 81631.
- This Topographic Survey is based on the Final Plat of Perry Subdivision, Phase II recorded July 23, 1997 at book 732, page 754 as document no. 628712, Eagle County, Colorado.
- This Topographic Survey does not constitute a title search by Meridian Land Surveying, LLC. There may be reservations, restrictions, covenants and easements of record or in place that may affect this property that are not shown on this survey.
- Elevations shown herein are based on North American Vertical Datum of 1988.

1 0 SITE PLAN
1" = 20'-0"

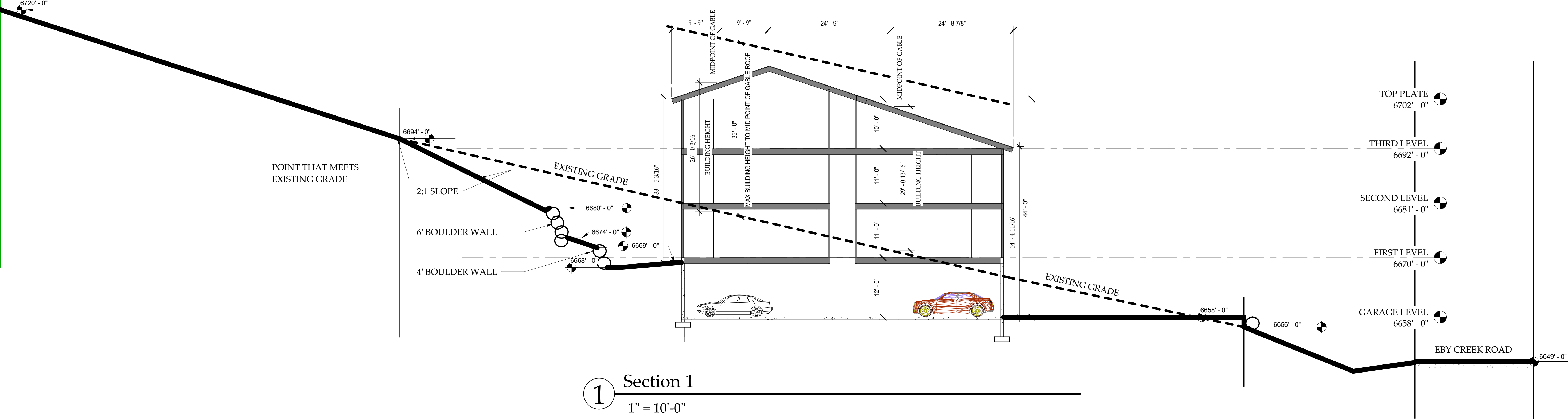
MARTIN MANLEY ARCHITECTS
970.328.5151 OFFICE
PO Box 1587, Eagle, CO 81631
www.martmanleyarchitects.com

REVISIONS	Description	Date
No.		

30 UNIT APARTMENT BUILDING
435 EBY CREEK ROAD
CONCEPTUAL PHASE

Date	10-13-21
Project number	2175
SITE PLAN	

A1.1



REVISIONS		
No.	Description	Date

Aerial Photo



Site Photos







MEETING MINUTES
Planning & Zoning Commission
Tuesday, January 4, 2022, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

ON-LINE MEETING

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This was an on-line meeting with access for the public to attend via Zoom.

6:00 PM – REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:00 PM.

COMMISSIONERS PRESENT

Matt Hood, Bill Nutkins, Jesse Gregg,
Robert Townsend, Kyle Hoiland,
Keegan Winkeller

COMMISSIONERS ABSENT

Lani Webb, Charlie Perkins

STAFF

Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Peyton Heitzman – Planner I
Nikki Davis - Administrative Tech II

1. Appointment of Chairman and Vice Chairman

MOTION: HOILAND MOTIONED TO REAPPOINT MATT HOOD AS CHAIRMAN AND JESSE GREGG AS VICE CHAIRMAN. MOTION WAS SECONDED BY TOWNSEND AND PASSED WITH A VOTE OF 6 IN FAVOR (HOOD, NUTKINS, GREGG, TOWNSEND, HOILAND, WINKELLER) AND 0 OPPOSED.

APPROVAL OF MINUTES

1. Minutes dated November 16, 2021

MOTION: NUTKINS MOTIONED TO APPROVE THE MINUTES AS AMENDED BY GREGG. MOTION WAS SECONDED BY HOILAND AND PASSED WITH A VOTE OF 5 IN FAVOR (NUTKINS, GREGG, TOWNSEND, HOILAND, WINKELLER) AND 0 OPPOSED. HOOD ABSTAINED.

2. Minutes dated December 7, 2021

MOTION: GREGG MOTIONED TO APPROVE THE MINUTES. MOTION WAS SECONDED BY NUTKINS AND PASSED WITH A VOTE OF 4 IN FAVOR (HOOD, NUTKINS, GREGG, TOWNSEND) AND 0 OPPOSED. HOILAND AND WINKELLER ABSTAINED.

PUBLIC COMMENT

Public comment opened at 6:06 PM. There was no public comment.

PUBLIC HEARINGS

1. Project: 263 Sawatch Road Special Use Permit
File #: SU21-04
Applicant: Richard Patriacca
Location: 263 Sawatch Road
Staff Contact: Peyton Heitzman, Planner I
Request: A Special Use Permit to operate a Contractor's Yard at 263 Sawatch Road.

Staff Presentation

Heitzman presented this file. The property, currently zoned Commercial General, would continue to operate as a contractor's yard if granted the permit. Items such as large commercial vehicles, storage containers, and construction equipment and materials would be stored at the location. Heitzman reviewed the four standards for granting a Special Use Permit. After review, staff determined the application satisfies three of the four standards, noting that standard four is not applicable to this file. As it relates to standard three, which addresses street improvements, traffic volume, vehicles access, and adequate parking, staff included a condition of approval that would limit access from 706 Chambers Avenue to 263 Sawatch Road to emergency response vehicles. Staff also reviewed the file against the Town's zoning standards. To comply with the Outside Storage Standards, Heitzman noted that the front street buffer needs to meet the landscape standards outlined in the Code. Staff included a condition of approval requiring the applicant to meet all landscape standards at time of development permit. Overall, staff recommended approval for the Special Use Permit with eight conditions of approval. Heitzman concluded with a question to the Commission: should the applicant be allowed to proceed with this request considering Resolution 29, Series 2018 which limits extending contractor storage use on the property?

Q & A

Hood asked if there are any legal issues related to the 2018 Resolution. Particularly with condition # 8 which plainly states no further extension of the contractor storage use shall occur after two years from approval or obtaining building permit, whichever happened first. Nutkins recalled that the Commission's intent was to encourage development of that property and prevent the continued use of contractor storage. Hood questioned whether the Planning & Zoning Commission or Town Council were bound to uphold condition # 8 since it is not a requirement of the Land Use Code. Phillips commented that the condition is up for review and can be changed.

Nutkins asked if all eight conditions from Resolution 29, Series 2018 were met; there is a strikethrough over condition # 7. Heitzman replied that some conditions were met while others changed in order to develop buildings in the 700 Chambers Avenue subdivision. However, staff determined that the applicant complied with most of the conditions. Nutkins suggested that if the previous conditions were not met, increased enforcement should be in place this time to

ensure compliance. Heitzman included that the new conditions of approval provide more flexibility. Nutkins observed that the contractor yard is becoming more permanent.

Application Presentation

Ashley Patriacca was the applicant representative. While the applicant is requesting to extend the use of the contractor's yard, Patriacca said they do intend to develop. The Patriaccas purchased this property in 2019 from Mike Dantas and several of the 2018 conditions were met while Dantas was owner. As buildings B & C at 700 Chambers Avenue were constructed, some of the 2018 conditions were changed and the Patriaccas utilized 263 Sawatch Road as contractor's storage. The Patriaccas wish to continue storing contractor equipment here until this location is ready to be developed. However, the current challenge is getting a detention pond engineered. Further build out of the lot would also include parking and a recreational area. The applicant continues to work with the Town's engineering department, however, obtaining their approval is taking time. With the ongoing setbacks from COVID-19, the applicant is concerned that the Special Use Permit's two-year limit may not allow them enough time to complete both the development and building permit process.

Heitzman confirmed that a different Special Use Permit was granted in 2020 with a condition that prevents the applicant from moving forward with a development permit for both 263 and 483 Sawatch Road until plans are established for the detention pond.

Q & A

Nutkins asked if there are two overlaying Special Use Permits and Heitzman confirmed, yes.

Gregg asked if the Resolutions expire along with the Special Use Permits or if they extend beyond with the permit is approved for. Heitzman replied the Resolutions serve as the Special Use Permit which is a formal approval from Town Council.

Hood asked if residents have complained about the project. Both Heitzman and Patriacca verified that no complaints have been received.

Public Comment

Public comment opened at 6:34 PM. There was no public comment.

Discussion

Nutkins asserted that the continued use of the contractor's yard is becoming long-term, and the Commission needs to be diligent about holding the applicant to screening standards. Townsend agreed stating this use has been occurring since 2012 and that the property owner is currently in violation, utilizing the property with expired Special Use Permits. Townsend echoed that through enforcement, the conditions should be met in a timely manner.

Gregg agreed that the applicant meets all standards, though the property should now include permanent landscaping since the use is becoming more permanent. The lot should be screened on the north side while the berm is satisfactory on the south side.

Hood acknowledged the applicant's steady progress of developing the parcels. Screening and separation should be a priority for the nearby residents. Hood also expressed that it may not be necessary to include a condition for permanent irrigation that will be torn out at development. Townsend asked if the applicant could install landscaping in the front buffer that won't be torn out at development. Patriacca replied they would know more once plans are finalized.

MOTION: TOWNSEND MOTIONED TO RECOMMEND APPROVE OF FILE # SU21-04 263 SAWATCH CONTRACTORY YARD WITH CONDITIONS BASED ON THE FOLLOWING FINDING: THE FILE # SU21-04 263 SAWATCH CONTRACTOR YARD IS IN CONFORMANCE WITH SECTION 4.05.010 OF THE LAND USE AND DEVELOPMENT CODE AND THE ELEVATE EAGLE COMPREHENSIVE PLAN WITH THE EIGHT CONDITIONS OF APPROVAL AS OUTLINED IN THE STAFF REPORT. MOTION WAS SECONDED BY HOILAND AND PASSED WITH A VOTE OF 6 IN FAVOR (HOOD, NUTKINS, GREGG, TOWNSEND, HOILAND, WINKELLER) AND 0 OPPOSED.

Chair Hood closed file SU21-04.

2. Project: 435 Eby Creek Road Rezone
 File #: RZ21-03
 Applicant: David Nudell on behalf of PITW LLC
 Location: 435 Eby Creek Road
 Staff Contact: Peyton Heitzman, Planner I
 Request: The Applicant seeks approval to rezone a parcel from Commercial General to Residential Multi-Family.

Staff Presentation

Heitzman presented this file and reviewed the four conditions for rezoning. Staff believes the proposed residential use is compatible with surrounding residential properties. There are also commercial uses surrounding the property, however, none were determined to be incompatible. Staff also determined that the current zoning is inconsistent with the Town's Future Land Use Map (FLUM). Furthermore, staff believes the proposed rezoning better meets the needs of the community by promoting more housing opportunities. Heitzman noted that condition # 4 was not applicable since the rezoning is not incidental to a comprehensive revision of the Town's zoning map. Heitzman concluded with staff's recommendation for approval.

Application Presentation

David Nudell spoke briefly. He believes the recent efforts are compatible with the Elevate Eagle Comprehensive Plan and FLUM. The project would be a great addition to the Town's and the Valley's housing stock.

Q & A

There were no questions for staff or the applicant.

Public Comment

Public comment opened at 6:51 PM. There was no public comment.

Discussion

Nutkins voiced his support of the proposed zoning change and agreed this is compatible with The House and other nearby residential areas.

Gregg questioned standard # 3, asking how the area has changed substantially. Hood replied the recent changes made to the FLUM are considered significant. Gregg commented that purely residential was not what he envisioned for mixed

use designation, but it fits into the neighborhood. He thought there would be a commercial component, but it may not make sense at this location. Winkeller agreed with this observation, but also voiced his support.

Hoiland encouraged the applicant to connect with Brian Wodrich of Colorado Parks & Wildlife (CPW). Wodrich is a local wildlife official and one of his concerns is the reduction of wildlife corridors.

Hood also expressed his support. Hood included that when the FLUM was changed to include mixed use, that amendment was intended to offer more flexibility. This project, especially at this location, is aligned with the Comprehensive Plan.

MOTION: HOILAND MOTIONED TO RECOMMEND APPROVAL OF FILE # RZ21-03 REZONING 435 EBY CREEK ROAD WITH NO CONDITIONS, BASED ON THE FOLLOWING FINDINGS: THE APPLICATION MEETS THE REQUIREMENTS OF TITLE 4 OF THE LAND USE AND DEVELOPMENT CODE AND IS IN CONFORMANCE WITH THE ELEVATE EAGLE COMPREHENSIVE PLAN. MOTION WAS SECONDED BY WINKELLER AND PASSED WITH A VOTE OF 6 IN FAVOR (HOOD, NUTKINS, GREGG, TOWNSEND, HOILAND, WINKELLER) AND 0 OPPOSED.

Chair Hood closed file RZ21-03.

OPEN DISCUSSION

The annual 12th Night Christmas tree bonfire has been cancelled due to rising COVID-19 exposure concerns.

ADJOURN

MOTION: NUTKINS MOTIONED TO ADJOURN. THE MOTION WAS SECONDED AND PASSED WITH A VOTE OF 6 IN FAVOR (HOOD, NUTKINS, GREGG, TOWNSEND, HOILAND, WINKELLER) AND 0 OPPOSED.

MEETING ADJOURNED AT 7:00 PM.

APPROVED:

DATE:



Matthew Hood (Jan 18, 2022 19:14 MST)

Matthew Hood, Chairman



Nikki Davis, Administrative Tech II

PZ Minutes 2022 01-04

Final Audit Report

2022-01-19

Created:	2022-01-19
By:	Nikki Davis (nikki.davis@townofeagle.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsgwfZAGx1q9oslvcmMGiFLCWKKZWxFo

"PZ Minutes 2022 01-04" History

-  Document created by Nikki Davis (nikki.davis@townofeagle.org)
2022-01-19 - 0:30:51 AM GMT- IP address: 209.193.93.178
-  Document emailed to Matthew Hood (matthew.hood@townofeagle.org) for signature
2022-01-19 - 0:31:10 AM GMT
-  Email viewed by Matthew Hood (matthew.hood@townofeagle.org)
2022-01-19 - 2:13:34 AM GMT- IP address: 98.50.42.31
-  Document e-signed by Matthew Hood (matthew.hood@townofeagle.org)
Signature Date: 2022-01-19 - 2:14:00 AM GMT - Time Source: server- IP address: 98.50.42.31
-  Agreement completed.
2022-01-19 - 2:14:00 AM GMT

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 04
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
REZONING THE PROPERTY LOCATED AT 435 EBY CREEK ROAD, EAGLE, COLORADO
FROM COMMERCIAL GENERAL (CG) TO RESIDENTIAL MULTI-FAMILY (RMF)

WHEREAS, PITW LLC. is the owner of certain real property located at 435 Eby Creek Rd, Eagle, Colorado and more particularly described as Lot 3, Perry Subdivision, Pha II, County of Eagle, State of Colorado, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on December 2, 2021, David Nudell, on behalf of PITW LLC. (the "Applicant"), submitted an application to rezone the Property from Commercial General (CG) to Residential Multi-Family (RMF);

WHEREAS, on January 4, 2022, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application;

WHEREAS, on January 25, 2022, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. Findings. The Town Council finds that the Application satisfies all applicable criteria in the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council hereby rezones the Property from Commercial General (CG) to Residential Multi-Family (RMF). The Town's official zoning map shall be updated accordingly.

Section 3. 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 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON JANUARY 25,
2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: January 25, 2022

Agenda Item: Resolution No. 5, Series 2022, A Resolution of the Town Council of the Town of Eagle approving a Special Use Permit to allow for a Contractor Yard at 623 Sawatch Road.

REQUEST:

The applicant, Richard Patriacca of SAWATCH 263 RD LLC, is requesting a Special Use Permit to operate a Contractor Yard at 623 Sawatch Rd.

INTRODUCTION:

The property is in the Commercial General zone district where Contractor Yards are permitted through a Special Use Permit. The proposed use is intended to be temporary until the applicant develops on the property. The property was approved for a Special Use Permit in 2020 to allow for buildings with Accessory residential above commercial. Prior to construction, the applicant will need to apply for a Development Permit. In the meantime, the applicant would like to continue the Contractor Yard use. The Contractor Yard will be used for the outdoor storage of trucks, trailers, storage containers, constructions equipment, and construction materials (stone, dirt, logs, etc.).

This property has been granted three Special Use Permits for the Contractor Yard operation, which has served multiple developments to the north (700 Chambers Ave., 702 Chambers Ave., 704 Chambers Ave., 706 Chambers Ave.). The first permit was granted in February of 2012 for a 3-year term, then in March of 2015 for an additional 3-years. The last permit was approved in May of 2018 for a 2-year term. The previous Special Use Permits were approved for two properties, 263 Sawatch Road and 483 Sawatch Road. Both properties are under separate ownership. This request is solely for 263 Sawatch Road. The Special Use Permits were issued to the previous owner who sold the property in 2019.

The 2018 Special Use Permit, approved through Resolution No. 29, Series 2018 ([LINK](#)), included eight conditions of approval. Most conditions of approval are recommended to continue through this new Special Use Permit if the Council approves this request. The existing Contractor Yard meets a majority of the conditions; however, the property is out of compliance with conditions #3, #4, #5, and #8. The Contractor Yard has met these conditions in the past but as the adjacent properties have developed, the use has fallen out of compliance with the conditions. Condition #3 required screening along the northern property line. The applicant met this condition in the past, however, screening to the north was removed when the adjacent property was developed. A condition of approval has been added to re-install this screening. Condition #4 required culverts along the southern berm. Culverts were installed in the past but have been damaged or removed. Public Works has requested a new culvert or a concrete drive be installed, which has been included as a condition of approval. Condition #5 required the applicant block

access to the retention pond through locking jersey barriers. The condition of approval has been modified to generally require the applicant limit public access to the retention pond.

Finally, condition #8 states the “Special Use Permit shall expire two years from approval or upon obtaining building permit for the approved “live/work” use (SU17-06), whichever comes first. No further extensions of the contractor storage use shall occur”. The 2018 Special Use Permit for the Contractor Yard expired in May of 2020 which is why the applicant is applying for a new Special Use Permit. While the condition of approval states that no further extensions shall occur, nothing in the Code prohibits the applicant from applying for this Special Use Permit.

ANALYSIS:

Staff reviewed the application against the four criteria for a Special Use Permit outlined in [Section 4.05.010.A.1.a](#) of the Land Use and Development Code. The staff report for the January 4, 2022 Planning & Zoning Commission meeting provides staff’s full analysis of the application against each of the standards. The staff report can be accessed through this [LINK](#). In summary, the Planning & Zoning Commission finds the application meets the standards for a Special Use Permit with conditions of approval.

COMMUNITY INPUT:

No public comment has been received as of January 19, 2022.

BUDGET / STAFF IMPACT:

The application does not impact the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This application supports the major objective to ‘Stimulate Economic Vitality and Development’. The Contractor Yard use, while not what the Town’s envisioned as a long-term use for the property, will support future development.

RECOMMENDED ACTION OR PROPOSED MOTION:

The Planning & Zoning Commission voted to recommend approval of the application with conditions. While the intent of the conditions is substantially the same as approved by the Planning & Zoning Commission, the conditions have been slightly modified following Town Attorney review. The eight conditions of approval can be found in Resolution No. 5, Series 2022.

Suggested Motion:

I move to APPROVE Resolution No. 5, Series 2022, A Resolution of the Town Council of the Town of Eagle approving a Special Use Permit to allow for a Contractor Yard at 623 Sawatch Road.

ATTACHMENTS:

- Application and Narrative
- Site Plan ([LINK](#))
- Aerial and Site Photos
- PZ Commission minutes dated January 4, 2022 ([LINK](#))
- Resolution No. 5, Series 2022



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☒ Special Use Permit	☐ Minor Development Permit	☐ Concept Plan
☐ Zoning Variance	☐ Major Development Permit	☐ Preliminary Plan
☐ Rezoning	PLANNED UNIT DEVELOPMENT (PUD) REVIEW	☐ Final Plat
☐ Temporary Use Permit	☐ PUD Zoning Plan	☐ Lot Line Adjustment
☐ Amendment to Zone District Regulations	☐ PUD Development Plan	☐ Condominium / Townhouse
☐ Encroachment Permit		☐ Minor Subdivision

PROJECT NAME 263 Sawatch Road

PRESENT ZONE DISTRICT Commercial General PROPOSED ZONE DISTRICT _____
(if applicable)

LOCATION

STREET ADDRESS 263 Sawatch Road

PROPERTY DESCRIPTION

SUBDIVISION 700 Chambers Ave Subdivision BLOCK(S) 2 BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE We would like to continue to use the property for contractor's storage until we build the buildings on the property.

APPLICANT NAME Richard Patriacca PHONE 970-390-3225

ADDRESS PO Box 4556, Eagle, CO 81631 EMAIL rich@peivail.com

OWNER OF RECORD Sawatch 263 RD, LLC PHONE 970-390-3225

ADDRESS PO Box 2322 Avon CO 81620 EMAIL rich@peivail.com

REPRESENTATIVE* _____ PHONE _____

ADDRESS _____ EMAIL _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

- ☐ Applicable fees and deposits.
- ☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and interested Property Ownership Report (see project specific checklist for more information).
- ☐ Proof of Ownership (ownership & encumbrance report) for subject property.
- ☐ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.
- ☐ Project specific checklist.

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.



Signature

8 June 2021

Date

FOR OFFICE USE ONLY

DATE RECEIVED _____	BY _____	FILE NUMBER _____
REVIEW FEE _____	DATE PAID _____	RECEIVED BY _____
DATE CERTIFIED COMPLETE _____	BY _____	
P&Z HEARING DATE _____	DECISION _____	
BOT HEARING DATE _____	DECISION _____	

Narrative Attachment
For Land Use & Development Application for 263 Sawatch Road
Contractor's Yard

Date of Application 6/8/2021.

Revised 9/28/2021.

We are seeking an extended approval for the Special Use Permit for the operation of a contractor storage yard located at 263 Sawatch Road, Eagle, CO. This parcel of land is located in the Commercial General Zone District. We would like to maintain the contractor's yard status until we start developing this parcel of land. In prior applications, both 263 and 483 Sawatch Road were under a special use permit together. The two properties are currently under separate ownership and will apply for special use permit separately. This application is solely for 263 Sawatch Road.

We would like to use the land to store containers, materials, construction supplies, construction equipment, trailers and vehicles that are SMM or registered vehicles. This storage yard allows us to have space to store materials, supplies and equipment.

There is a primary access to and from the lot on the southeast side of the property. The emergency access located through The 700s Chambers shall not be used as a general site access.

To meet the requirements of Resolution 29 Series of 2018, there will be a temporary fence with screening located at the western side of the property at the point before the drainage pit. There will also be a temporary fence at the northern side of the property. There is a berm along the southern side of the property. The eastern side of the property is 483 Sawatch Road. We were told we do not need a separation of these same use properties at this time.

Aerial Photo



Site Photos







TOWN OF EAGLE, COLORADO
RESOLUTION NO. 05
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A SPECIAL USE PERMIT FOR 263 SAWATCH ROAD TO ALLOW FOR A
CONTRACTOR YARD, WITH CONDITIONS

WHEREAS, Sawatch 263 Rd LLC owns the real property located at 263 Sawatch Road, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on October 1, 2021, Ashley Patriacca, on behalf of Richard Patriacca (the "Applicant"), submitted an application for approval of a Special Use Permit for a Contractor Yard, including outdoor storage containers, materials, and small vehicles (lower intensity) (the "Application");

WHEREAS, on January 4, 2022, the Planning Commission held a properly-noticed public hearing to consider the Application, and recommended approval of the Application, with conditions;

WHEREAS, on January 25, 2022, the Town Council held a properly-noticed public hearing to consider the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. The Town Council finds that the Application complies with all applicable provisions of the Eagle Municipal Code and that approval of the Application is in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Town Council hereby approves the Application and authorizes the issuance of a Special Use Permit for the Property, as described in the Application, subject to the following conditions:

a. Primary access to and from the lot shall be from Sawatch Road, and the emergency access shall not be used for general access (the emergency access shall be restricted by signage or a physical barrier);

b. Before the Contractor Yard is installed on the Property, temporary screening fencing (6' chain link fence with slats or fabric) shall be installed along the full western perimeter of the Contractor Yard;

c. Before the Contractor Yard is installed on the Property, all existing screening shall be repaired;

d. Before the Contractor Yard is installed on the Property, screening fencing shall be added along the northern property line, with a minimum height of 6'.

e. If the adjacent property to the east (483 Sawatch Road) is developed, screening shall be added to avoid conflicts with future residential or commercial uses.

f. Before the Contractor Yard is installed on the Property, Applicant shall install a culvert or concrete driveway designed as a low water crossing, to replace the previously permitted culvert in the existing driveway that is no longer present, in compliance with all applicable Town standards and with a valid Public Works Permit for Construction in the Public Right-of-Way.

g. The retention pond shall not be used for depositing material of any sort.

h. The use of the Property shall be limited to outside storage of trucks, trailers, storage containers, wood dryer, wood mill, and construction equipment, as well as stone, dirt, and logs, and any other items or materials shall be removed from the Property within 60 days of the date of this Resolution.

Section 3. The Special Use Permit authorized by this Resolution shall expire one year from the date of this Resolution. The Town Planner may grant one administrative extension of this deadline of up to one year, upon good cause shown. Any further extensions must be authorized by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 25, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: January 25, 2022

Agenda Item: Ordinance No. 5, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Rezoning the Property Located at 747 East 3rd Street, Eagle, Colorado from Public Area (PA) to Residential Medium Density (RM), and Approving the Associated Development Agreement.

REQUEST:

For Town Council to consider approving Ordinance No. 5, Series 2022, to rezone 2.2-acres of 747 E 3rd Street from Public Area to Residential Medium and approve the associated Development Agreement.

INTRODUCTION:

During the January 11, 2022, regular meeting the Town Council approved Ordinance No. 2, Series 2022, which amended the Municipal Code to allow for one parcel to be located in more than one zone district in limited circumstances. Eagle County Schools, the applicant for the Eagle County Schools Housing project, was directed to work with staff to draft a Development Agreement to allow rezoning prior to subdividing the parcel located at 747 E 3rd Street.

ANALYSIS:

During the December 14, 2021 Town Council meeting, the Council recommended the applicant proceed with the Sketch Plan Subdivision, but tabled the rezone application. The rezone application was again tabled at the January 11, 2022 Town Council meeting since a Development Agreement was needed prior to approving the rezone application.

A full analysis of the application against the standards for the rezoning application can be found in the November 2, 2021 Planning & Zoning Commission staff report, accessed through this [LINK](#). Both staff and the Planning & Zoning Commission find the application complies with the Municipal Code's standards for rezoning.

COMMUNITY INPUT:

No additional public comments have been received since the December 14th meeting. All comments received to-date can be accessed through this [LINK](#).

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project is supported by the Strategic Plan's major objective to 'Stimulate Economic Vitality and Development' since the development aligns with the policies in the Elevate Eagle Comprehensive Plan that encourage greater densities near downtown. Moderate increases in densities near the downtown may result in more shoppers/customers supporting those local businesses. The project is also supported by the major objective to 'Diversify the Attainable Housing Stock' by providing attainable housing options for the local community.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Ordinance No. 5, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado Rezoning the Property Located at 747 East 3rd Street, Eagle, Colorado from Public Area (PA) to Residential Medium Density (RM), and Approving the Associated Development Agreement.

ATTACHMENTS:

- December 14, 2021 Staff Report ([LINK](#))
- Application and Narrative ([LINK](#))
- Ordinance No. 5, Series 2022

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 05
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
REZONING THE PROPERTY LOCATED AT 747 EAST 3RD STREET, EAGLE, COLORADO
FROM PUBLIC AREA (PA) TO RESIDENTIAL MEDIUM DENSITY (RM), AND
APPROVING THE ASSOCIATED DEVELOPMENT AGREEMENT

WHEREAS, Eagle County Schools is the owner of certain real property located at 747 East 3rd Street, Eagle, Colorado and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on September 3, 2021, Tom Braun, on behalf of Eagle County Schools (the "Applicant"), submitted an application to rezone the Property from Public Area (PA) to Residential Medium Density (RM);

WHEREAS, on November 2, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application with conditions;

WHEREAS, on December 14, 2021 and January 25, 2022, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. Rezoning. The Town Council finds that the Application satisfies all applicable criteria in the Eagle Municipal Code. Based on the foregoing findings, the Town Council hereby approves the Application and rezones the Property from Public Area (PA) to Residential Medium Density (RM). The Town's official zoning map shall be updated accordingly.

Section 2. Development Agreement. The Town Council hereby approves the associated Development Agreement 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.

Section 3. 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 4. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON JANUARY 25, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into and made effective as of the _____ day of January, 2022 (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 EAGLE COUNTY SCHOOL DISTRICT RE-50J, a Colorado public school district, with an address of 948 Chambers Avenue, PO Box 740, Eagle, CO 81631 ("ECS") (each a "Party" and collectively the "Parties").

WHEREAS, ECS owns the real property located within the Town and more particularly described as Eagle Valley Elementary and Middle School Subdivision, according to the Plat thereof recorded on March 11, 2019, at Reception No. 201903217, County of Eagle, State of Colorado (the "Property");

WHEREAS, ECS requested that the Town rezone an unsubdivided portion of the Property pursuant to Eagle Municipal Code § 4.04.030(B) (the "Rezoning");

WHEREAS, the Town approved the Rezoning by action of its Town Council on January 25, 2022;

WHEREAS, the rezoned portion of the Property is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Rezoned Parcel"); and

WHEREAS, the Eagle Municipal Code requires that the Town and the ECS enter into a Development Agreement in connection with the Rezoning.

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 certain matters relating to the Property and the Rezoned Parcel as required by the Eagle Municipal Code.

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 – DEVELOPMENT LIMITATION

2.1 No Development Until Subdivided. Owner agrees that no portion of the Property, including the Rezoned Parcel, may be developed or further developed until the Property receives

final Town subdivision approval that shall, at minimum, create the Rezoned Parcel as a separate, subdivided lot and each lot in such subdivision is only located in one zone district.

2.2 Attainable Housing. Owner agrees that the Rezoned Parcel, if and when subdivided, will be developed for use as attainable housing, anticipated to be completed with Habitat for Humanity Vail Valley, Inc.

2.3 Public Improvements/Fees and Dedications. Because a development application has yet to be prepared for the Rezoned Parcel, the extent and nature of the development has not been determined. As such, the Parties acknowledge that a later development agreement will be necessary to secure construction of the required public improvements and to establish the required fees and dedications for the development.

SECTION 3 – INDEMNIFICATION

3.1 By ECS. To the extent permitted by law, ECS hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, arising solely in connection with, or on account of, any legal challenge to the Rezoning on the basis that the Rezoning is not lawful because it created a single lot or parcel that is located within more than one zone district. This indemnification shall not apply to any general legal challenge to the Rezoning other than as specifically stated in this Section 3.1.

SECTION 4 – BREACH AND REMEDIES

4.1 Breach. The Town shall provide ECS 30 days' written notice of its intent to take any action under this Section, during which ECS may cure the breach and prevent further action by the Town.

4.2 Remedies. If ECS 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.

4.3 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 5 – MISCELLANEOUS

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

5.2 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.

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

5.4 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.

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

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 Termination. This Agreement shall terminate and be of no further force or effect upon the final Town subdivision approval of the Property that shall, at minimum, create the Rezoned Parcel as a separate, subdivided lot and each lot in such subdivision is only located in one zone district. The Parties agree to execute, deliver and record a termination of this Agreement at the time of such subdivision approval.

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

EAGLE COUNTY SCHOOL DISTRICT RE-50J

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
_____ on behalf of Eagle County School District RE-50J.

WITNESS MY HAND AND OFFICIAL SEAL.

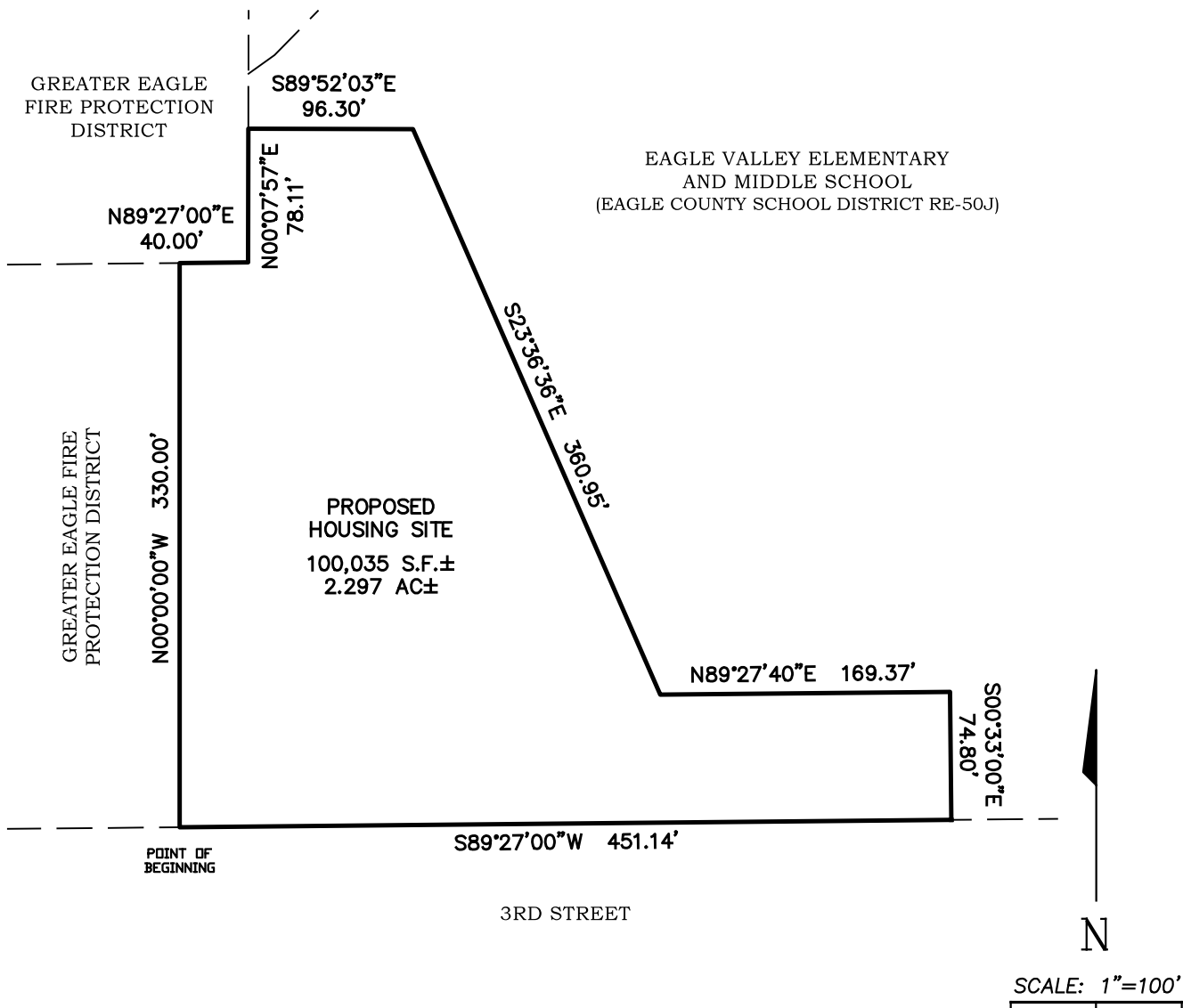
My commission expires: _____

Notary Public

2.3 ACRE PROPOSED HOUSING SITE EXHIBIT

A PORTION OF EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION

EXHIBIT
A



2.3± ACRE DESCRIPTION

A 2.3± ACRE PORTION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF EAGLE, EAGLE COUNTY, COLORADO, ALSO BEING A PORTION OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION, ACCORDING TO THE FINAL PLAT OF EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION RECORDED MARCH 11, 2019 AT RECEPTION NO. 201903217, EAGLE COUNTY, COLORADO, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION; THENCE ALONG THE WESTERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION THE FOLLOWING THREE COURSES; NORTH 330.0 FEET; THENCE N89°27'00"E 40.00 FEET; THENCE N00°07'57"E 78.11 FEET; THENCE DEPARTING THE WESTERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION AND CONTINUING ALONG THE FOLLOWING FOUR COURSES; S89°52'03"E 96.30 FEET; THENCE S23°36'36"E 360.95 FEET; THENCE N89°27'40"E 169.37 FEET; THENCE S00°33'00"E 74.80 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION S89°27'00"W 451.14 FEET TO THE POINT OF BEGINNING; SAID PORTION OF LAND CONTAINING 100,035 SQUARE FEET / 2.297 ACRES MORE OR LESS



2.3 ACRE HOUSING SITE EXHIBIT
A PORTION OF THE EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION,
LOCATED IN THE SW 1/4 OF SECTION 33
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
TOWN OF EAGLE, EAGLE COUNTY, COLORADO

SHEET:
1 OF 1
DATE:
12/02/2021
DWG NO:
21060-01
CLIENT:
BRAUN ASSOC.

MERIDIAN
LAND SURVEYING, L.L.C.
P.O. Box 2225 Gypsum, CO 81637
(970) 524-0963



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: January 25, 2021

Agenda Item: Resolution 08, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, establishing and adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

REQUEST: Staff requests that the Council review Resolution 08, Series 2022 to amend the 2022 fee schedule which provides for an increase to fire impact fees and an adjustment of refuse fees.

BACKGROUND: The fee schedule needs to be modified for the following reasons:

- **Fire Impact Fees:** The Town recently received the Greater Eagle Fire Protection District (GEFPD) 2022 Impact Fee Schedule (GEFPD Resolution attached). Since the Town collects fire impact fees on behalf of the GEFPD an amendment to the Town's fee schedule is necessary.
- **Refuse Fees:** The Town recently received the final 2022 January Consumer Price Index (CPI) Rates changes letter (attached) from the Vail Honeywagon regarding increases for refuse rates. This document references a \$0.01 reduction in the rate for the first container price below what the Council already adopted. Staff would like to correct the fee schedule to have both documents agree.

ANALYSIS:

• **FIRE IMPACT FEE AMMENDMENT**

Per section 4.13.230 of the Eagle Municipal Code, the fire protection impact fee shall be adjusted annually for inflation to be effective January 15th of each year. The resolution received by GEFPD requests a 5.2% increase based on the Bureau of Labor Statistics, Denver-Aurora-Lakewood CPI for the period of December 2020 through November 2021.

PLANNING DEPARTMENT FEES			
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE
FIRE IMPACT FEES	Residential - Single Family (per unit)	\$ 2,359.23	\$ 2,481.90
FIRE IMPACT FEES	Residential - Multi family (per unit)	\$ 1,078.01	\$ 1,134.07
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	\$ 950.74	\$ 1,000.18
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	\$ 950.74	\$ 1,000.18

- **REFUSE FEE AMMENDMENT**

Refuse rates are increased annually by CPI per the contract with Vail Honeywagon, based on the Denver-Aurora-Lakewood CPI rates. Please note that per the letter attached, Vail Honeywagon increased the Town's refuse fees by 3.2%, which is lower than this year's CPI rate. They also are waiving the fuel surcharge which is saving each customer \$29.27 annually. These rates were calculated and adopted by the Council on December 14, 2021. Staff recently received Vail Honeywagon's final rates letter which is \$0.01 lower than what was calculated for the 1st refuse container. We are changing our adopted rate from \$27.73 to \$27.72 to match Vail Honeywagon's final rate structure in the letter attached.

COMMUNITY INPUT:

- **Fire impact:** Not required, the increase is per the Town's IGA with GEFPD and the Town Code.
- **Refuse:** Not required, the annual rate changes are in line with the Town's agreement with Vail Honeywagon.

BUDGET/STAFF IMPACT:

- **Fire impact:** There are no budget or staff impacts with this proposal. Fire Impact Fees are passthrough fees collected by the Town and paid to the GEFPD.
- **Refuse:** There are no budget or staff impacts with this proposal. Refuse container fees are passthrough fees collected by the Town and paid to Vail Honeywagon.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This request does not align with the strategic plan or standards. It is an administrative proposal that requires the Council's review and approval.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to **approve** or **deny** adoption of Resolution 08, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, establishing and adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code".

ATTACHMENTS:

- Resolution 08-2022 Adopting a Fee Schedule-2022
- 2022 Fee Schedule – Exhibit A
- GEFPD Resolution 2022-3 Authorizing the Adjustment of Impact Fees
- Vail Honeywagon 2022 Rate Changes Letter

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 08
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
ESTABLISHING AND ADOPTING A FEE SCHEDULE PURSUANT TO 2.34 OF THE EAGLE
MUNICIPAL CODE

WHEREAS, The Town of Eagle has enacted Chapter 2.34 of the Eagle Municipal Code
establishing fees for services; and

WHEREAS, The Town of Eagle wishes to establish the amount of various fees charged by
the Town; and

WHEREAS, the Town desires to amend certain of those fees and to adopt a new
schedule;

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

Section 1. The fees set forth on the fee schedule attached hereto as **Exhibit A** are
hereby fixed and imposed for the various purposes set forth for them in said Exhibit A.

INTRODUCED, READ, PASSED, AND ADOPTED by the Town Council of the Town of Eagle, Colorado
at a regular meeting held on the 25th day of January 2022.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, CMC
Town Clerk

Resolution 08, Series 2022 - EXHIBIT A

ADMINISTRATIVE FEES				
FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
ADMINISTRATIVE	Copies Black and White – per copy	\$ 0.25	\$ 0.25	NO CHANGE
ADMINISTRATIVE	Copies Large – per copy	\$ 1.50	\$ 1.50	NO CHANGE
ADMINISTRATIVE	Copy of Annual Audit	\$ 25.00	\$ 25.00	NO CHANGE
ADMINISTRATIVE	Copy of Eagle Municipal Code (Paper Copy)	\$ 100.00	\$ 100.00	NO CHANGE
ADMINISTRATIVE	Notary Services	\$ 5.00	\$ 5.00	NO CHANGE
ADMINISTRATIVE	Records USB Flash Drive	\$ 2.00	\$ 2.00	NO CHANGE
ADMINISTRATIVE	Research/Records Search (per hour, first hour free)	\$ 30.00	\$ 30.00	NO CHANGE
ADMINISTRATIVE	Colorado Open Record Act Request - Audio/Video	\$ 5.00	\$ 5.00	NO CHANGE
ADMINISTRATIVE	Colorado Open Record Act Request	\$0.25/page	\$0.25/page	NO CHANGE
ADMINISTRATIVE	Returned Check Fee	\$ 25.00	\$ 25.00	NO CHANGE
ADMINISTRATIVE	Verbatim Transcripts – per page, PLUS HOURLY RATE	\$ 15.00	\$ 15.00	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
BUSINESS LICENSE FEE	Business License - Sales Within Public Right of Way	\$ 25.00 - 250.00	\$ 25.00 - 250.00	NO CHANGE
BUSINESS LICENSE FEE	Business License/Business Marketing Fee	\$ 20.00	\$ 20.00	NO CHANGE
BUSINESS LICENSE FEE	Business License/Business Occupation Tax	\$ 55.00	\$ 55.00	NO CHANGE
BUSINESS LICENSE FEE	Business & Tobacco License Late Fee	\$15/month after January 31st max of \$45	\$15/month after January 31st max of \$45	NO CHANGE
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Day	\$ 50.00	\$ 50.00	NO CHANGE
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Two Consecutive Days	\$ 65.00	\$ 65.00	NO CHANGE
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Three Consecutive Days	\$ 85.00	\$ 85.00	NO CHANGE
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Seven Consecutive Days	\$ 105.00	\$ 105.00	NO CHANGE
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Thirty Consecutive Days	\$ 125.00	\$ 125.00	NO CHANGE
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Year	\$ 275.00	\$ 275.00	NO CHANGE
BUSINESS LICENSE FEE	Communal Outdoor Dining Permit	N/A	\$ 75.00	NEW FEE
BUSINESS LICENSE FEE	Takeout Delivery Permit	N/A	\$ 25.00	NEW FEE
LIQUOR LICENSE FEE	3.2% Beer Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	3.2% Beer On Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	3.2% Beer On/Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Add Optional Premises to Hotel & Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Art	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Art Gallery Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Background Investigation	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Bed & Breakfast Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Beer & Wine	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Brew Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Campus Liquor Complex	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Change of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Change of Trade Name/Corporate Name	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Club	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Corporate/LLC Change (Per Person)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Distillery Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Duplicate License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Each Additional OP License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Hotel & Restaurant	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Hotel & Restaurant (with optional premises)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Late Renewal	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	License Application Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Licensed Drugstore	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Limited Liability Change	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Lodging & Entertainment	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Master File Background	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Mini Bar Permit with Hotel Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Modification of Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Optional Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Retail Gaming Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Retail Liquor Store	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Special Event Permit Malt, Vinous and Spirituous Liquor	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Tasting Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LIQUOR LICENSE FEE	Temporary License Pending Transfer	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Transfer of Ownership	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE
LIQUOR LICENSE FEE	Entertainment District - New Application	\$ 300.00	\$ 300.00	NO CHANGE
LIQUOR LICENSE FEE	Entertainment District - Annual Renewal	\$ 100.00	\$ 100.00	NO CHANGE
LIQUOR LICENSE FEE	Communal Outdoor Dining Area Application Fee	N/A	\$ 50.00	NEW FEE
LIQUOR LICENSE FEE	Festival Permit Application Fee	N/A	\$ 100.00	NEW FEE
TOBACCO LICENSE FEE	Retail Tobacco License Fee	\$ 250.00	\$ 250.00	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Change in Corporate Structure	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Change of Manager	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Late Renewal Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED License New	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Modification of Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Renewal Fee (ANNUAL)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Marijuana MED Transfer of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	NO CHANGE
MARIJUANA LICENSE FEE	Retail Marijuana Business Operating Fee (ANNUAL)	\$ 1,500.00	\$ 1,500.00	NO CHANGE
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Fee	\$ 100.00	\$ 100.00	NO CHANGE
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business License Renewal Fee	\$ 100.00	\$ 100.00	NO CHANGE

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
SEXUALLY ORIENTED BUSINESS LICENSE FEE	Sexually Oriented Business Manager's Registration Fee	\$ 100.00	\$ 100.00	NO CHANGE

FACILITY RENTAL

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
OPENSOURCE FEES	Chambers Park Usage for Rafting Disembarkation by Rafting Operators (per paid customer)	\$ 1	\$ 1	NO CHANGE
FACILITY DEPOSIT	Pavilion Deposit Fees	\$ 750	\$ 750	NO CHANGE
FACILITY DEPOSIT	Studio Deposit Fees	\$ 375	\$ 375	NO CHANGE
FACILITY DEPOSIT	Centennial Stage-Key Deposit	\$ 100	\$ 100	NO CHANGE
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	\$ 600	\$ 600	NO CHANGE
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	\$ 900	\$ 900	NO CHANGE
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	\$ 400	\$ 400	NO CHANGE
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	\$ 300	\$ 300	NO CHANGE
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	\$ 400	\$ 400	NO CHANGE
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	\$ 200	\$ 200	NO CHANGE
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	\$ 250	\$ 250	NO CHANGE
STUDIO FEES	Studio Friday-Sunday: Non Resident	\$ 350	\$ 350	NO CHANGE
STUDIO FEES	Studio Friday-Sunday: Non-Profit	\$ 200	\$ 200	NO CHANGE
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	\$ 100	\$ 100	NO CHANGE
STUDIO FEES	Studio Monday-Thursday: Non-Resident	\$ 150	\$ 150	NO CHANGE
STUDIO FEES	Studio Monday-Thursday: Non-Profit	\$ 100	\$ 100	NO CHANGE
FACILITY RENTAL FEES	Cancellation fee (less than thirty (30) days prior to the event	Town will retain the full deposit fee	Town will retain the full deposit fee	NO CHANGE
FACILITY RENTAL FEES	Cancellation fee (more than thirty (30) days prior to the event	\$ 100	\$ 100	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Late Check-In Fee	\$ 125	\$ 125	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Late Key Return	\$ 30/Day	\$ 30/Day	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Lost Key	Cost to re-key	Cost to re-key	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Unsecured Facility	\$ 100	\$ 100	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Unsatisfactory Cleaning Fee	\$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	\$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Repair Fee	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	NO CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Stains on Carpet	\$75 / Stain	\$75 / Stain	NO CHANGE

FACILITY RENTAL

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Liability Insurance: Low, Medium, and High Hazard Events	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	NO CHANGE
TOWN HALL FEES	Town Hall Conference Room	\$ 25	\$ 25	NO CHANGE
TOWN HALL FEES	Town Hall Council Chambers	\$ 50	\$ 50	NO CHANGE

SPECIAL EVENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
SPECIAL EVENTS	Clean Up Deposits - For events taking place on town property, a deposit for clean up may be charged. The amount returned will be dependent on the amount of staff time spent cleaning the site after the event.	\$ 250.00	\$ 250.00	NO CHANGE
SPECIAL EVENTS	Fee for Additional Officers - Fee per hour per officer for additional coverage that may be required when a certain number of attendees are expected at an event.	\$60-\$80/hr/officer	\$60-\$80/hr/officer	NO CHANGE
SPECIAL EVENTS	Special Event Application Fee - Lower cost application fee for all events. Additional review fee will be charged for events that take significant staff time for review.	\$ 25.00	\$ 25.00	NO CHANGE
SPECIAL EVENTS	Special Event Application Review Fee - For larger public events that need staff review beyond the collection of event information, a \$100 fee will be assessed.	\$ 100.00	\$ 100.00	NO CHANGE
SPECIAL EVENTS	This fee may be charged when staff are required to assist with an event outside of normal business hours or outside of the standard job duties of the department.	\$50/hr/employee	\$50/hr/employee	NO CHANGE
SPECIAL EVENTS	Special Event Temporary Use Permit for Using Town Property	\$ 250.00	\$ 250.00	NO CHANGE

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1-500	\$ 39.40	\$ 39.40	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500.01-2,000	\$39.40 for the first 500 plus \$3.60 for each add 'l 100 or fraction thereof, to and including 2,000	\$39.40 for the first 500 plus \$3.60 for each add 'l 100 or fraction thereof, to and including 2,000	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 2,000.01-25,000	\$93.40 for the first 2,000 plus \$16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	\$93.40 for the first 2,000 plus \$16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 25,000.01-50,000	\$468.30 for the first 25,000 plus \$11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	\$468.30 for the first 25,000 plus \$11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 50,000.01-100,000	\$762.05 for the first 50,000 plus \$8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	\$762.05 for the first 50,000 plus \$8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 100,000.01-500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500,000.01-1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	NO CHANGE
BUILDING PERMIT FEES	Roof Replacement - For single-family structure only	\$ 65.00	\$ 65.00	NO CHANGE
BUILDING PERMIT FEES	Move or Demolish - Any building or structure	\$ 65.00	\$ 65.00	NO CHANGE
BUILDING PERMIT FEES	Use Tax	2% of 120% of Total Valuation	2% of 120% of Total Valuation	NO CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit	Double the Permit Fee	Double the Permit Fee	NO CHANGE

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1,000,000.01 and up	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add 'l 1,000	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add 'l 1,000	NO CHANGE
CONTRACTORS REGISTRATION FEES	Building Contractor's Registration	\$ 50.00	\$ 50.00	NO CHANGE
CONTRACTORS REGISTRATION FEES	Plumbing Contractor's Registration	\$ 50.00	\$ 50.00	NO CHANGE
CONTRACTORS REGISTRATION FEES	Special Contractor's Registration	\$ 50.00	\$ 50.00	NO CHANGE
CONTRACTORS REGISTRATION FEES	General Contractor's Registration	\$ 100.00	\$ 100.00	NO CHANGE
CONTRACTORS REGISTRATION FEES	Electrical Contractor's Registration	\$ -	\$ -	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - Under 1,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,001-1,500 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,501-2,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - More than 2,000 sf	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 1-2,000	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 2,001 and above	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Mobile home and travel trailer parks	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE
ELECTRICAL PERMIT FEES	Electrical Temporary power permits	\$ 57.50	\$ 57.50	NO CHANGE
ELEVATOR PERMIT FEES	Reinspection fees	\$1,000 per unit	\$1,000 per unit	NO CHANGE
INSPECTIONS	Reinspection fees	\$50/Hour (Minimum 1 hour)	\$50/Hour (Minimum 1 hour)	NO CHANGE
INSPECTIONS	Inspections for which no fee is specifically indicated	\$50/Hour (Minimum 1 hour)	\$50/Hour (Minimum 1 hour)	NO CHANGE
INSPECTIONS	Inspections outside of normal business hours 8am-5pm	\$100/Hour (Minimum 2 Hours)	\$100/Hour (Minimum 2 Hours)	NO CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Single-wide Mobile Home	\$ 200.00	\$ 200.00	NO CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Double-wide Mobile Home	\$ 300.00	\$ 300.00	NO CHANGE

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Double Unit	\$ 500.00	\$ 500.00	NO CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Triple Unit	\$ 800.00	\$ 800.00	NO CHANGE
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 1-2,000	\$ 65.00	\$ 65.00	NO CHANGE
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 2,001-25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 25,001 or more	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
MECHANICAL PERMIT FEES	Replacement of existing boiler or furnace	\$ 65.00	\$ 65.00	NO CHANGE
PERMIT ISSUE/TRANSFER	Permit issuance or transfer (Issuance fee does not apply for Electrical Permits)	\$ 25.00	\$ 25.00	NO CHANGE
PLAN REVIEW	Repetitive Plan Check Fee - Residential (multi-family)	\$75/Hour (Minimum 4 Hours)	\$75/Hour (Minimum 4 Hours)	NO CHANGE
PLAN REVIEW	Repetitive Plan Check Fee - Commercial/Industrial/Mixed Use	\$75/Hour (Minimum 5 Hours)	\$75/Hour (Minimum 5 Hours)	NO CHANGE
PLAN REVIEW	Additional Plan Review required by Changes, Additions, Revisions	\$75/Hour (Minimum 1 Hour)	\$75/Hour (Minimum 1 Hour)	NO CHANGE
PLAN REVIEW	Plan Check Fee	65% of the amount of the Building Permit Fee	65% of the amount of the Building Permit Fee	NO CHANGE
PLAN REVIEW	Use of an Outside Consultant for plan check and/or inspection	Actual Costs	Actual Costs	NO CHANGE
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 1-2,000	\$ 65.00	\$ 65.00	NO CHANGE
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 2,001-25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 25,001 or more	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE
PLUMBING PERMIT FEES	Replacement of existing hot water heater	\$ 65.00	\$ 65.00	NO CHANGE
PV SOLAR PERMIT FEES	Residential PV Installation -	\$ 250.00	\$ 250.00	NO CHANGE
PV SOLAR PERMIT FEES	Commercial PV Installation -	\$ 500.00	\$ 500.00	NO CHANGE
WATER METER FEES	Water Meter Fees - 1" Service	\$ 990	\$ 990	NO CHANGE
WATER METER FEES	Water Meter Fees - ¾" Service	\$ 960	\$ 960	NO CHANGE
WATER METER FEES	Water Meter Fees - Greater than 1" Service	Meter and all items associated with insallation of meters larger than 1" - actual cost x 2	Meter and all items associated with insallation of meters larger than 1" - actual cost x 2	NO CHANGE
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	\$ 12,243	\$ 14,080	FEE CHANGE
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	\$ 18,365	\$ 21,119	FEE CHANGE

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
PLANT INVESTMENT FEE-WATER	Deed Restricted Affordable Housing or Local Employee residence, per unit	50% Discount	50% Discount	NO CHANGE
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	\$ 10,000	\$ 10,000	NO CHANGE

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
MOBILE VENDING PERMIT	Mobile Vending Permit Fee	\$ 250.00	\$ 250.00	NO CHANGE
SHORT-TERM RENTAL FEES	Short-Term Rental Registration Fees	\$ -	\$ -	NO CHANGE
FIRE IMPACT FEES	Residential - Single Family (per unit)	\$ 2,359.23	\$ 2,481.90	FEE CHANGE
FIRE IMPACT FEES	Residential - Multi family (per unit)	\$ 1,078.01	\$ 1,134.07	FEE CHANGE
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	\$ 950.74	\$ 1,000.18	FEE CHANGE
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	\$ 950.74	\$ 1,000.18	FEE CHANGE
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use	\$ 1,359.89	\$ 1,407.49	FEE CHANGE
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use	\$0.32 / square foot	\$0.33 / square foot	FEE CHANGE
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD <2 acres)	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD >2 acres)	\$2,500 + Deposit of 20% of estimated passthrough costs	\$2,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Annexation and Initial Zoning (PUD any size)	\$2,500 + Deposit of 20% of estimated passthrough costs	\$2,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Rezoning Application Fee	\$600 + \$600 Deposit	\$600 + \$600 Deposit	NO CHANGE
LAND USE APPLICATION FEES	Amendment to Zone District Regulations	\$900 + \$900 Deposit	\$900 + \$900 Deposit	NO CHANGE
LAND USE APPLICATION FEES	Zoning Variance	\$ 500.00	\$ 500.00	NO CHANGE
LAND USE APPLICATION FEES	Community Plan Exception	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Small Area Plan Exception/Amendment	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LAND USE APPLICATION FEES	PUD Residential Zoning Plan	\$750 + \$25 per du + Deposit of 20% of estimated passthrough costs	\$750 + \$25 per du + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Residential Development Plan	\$1,000 + \$25 per du + Deposit of 20% of estimated passthrough costs	\$1,000 + \$25 per du + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Commercial & Industrial Zoning Plan	\$800 + Deposit of 20% of estimated passthrough costs	\$800 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Commercial & Industrial Development Plan	\$1,250 + Deposit of 20% of estimated passthrough costs	\$1,250 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Multiple Use - Zoning Plan	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Multiple Use - Development Plan	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Zoning Plan and Development Plan Combination	Listed Fee with 15% discount + Deposit of 20% of estimated passthrough costs	Listed Fee with 15% discount + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Minor Amendment	\$500 + Deposit of 20% of estimated passthrough costs	\$500 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	PUD Major Amendment	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Subdivision - Sketch Plan	\$500 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$500 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Subdivision - Preliminary Plan	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Subdivision - Final Plat	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
LAND USE APPLICATION FEES	Subdivision - Lot Line Adjustment	\$450 + \$ 600 Deposit	\$450 + \$ 600 Deposit	NO CHANGE
LAND USE APPLICATION FEES	Subdivision - Condominium/Townhouse Plat	\$450 + Deposit of 20% of estimated passthrough costs	\$450 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Subdivision – Minor	\$550 + \$600 Deposit	\$550 + \$600 Deposit	NO CHANGE
LAND USE APPLICATION FEES	Subdivision - Combination Sketch Plan/Prelim Plan	Listed fees with 15% discount + 20% of estimated passthrough costs	Listed fees with 15% discount + 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Subdivision - Combination Prelim/Final Plat	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Special Use Permit	\$600 + \$600 Deposit	\$600 + \$600 Deposit	NO CHANGE
LAND USE APPLICATION FEES	Special Use Permit – Amendment	\$ 350	\$ 350	NO CHANGE
LAND USE APPLICATION FEES	Sign Permit	\$ 50	\$ 50	NO CHANGE
LAND USE APPLICATION FEES	Sign Permit - Comprehensive sign program	\$ 100	\$ 100	NO CHANGE
LAND USE APPLICATION FEES	Design Variance - non DP or Subdivision	\$ 300	\$ 300	NO CHANGE
LAND USE APPLICATION FEES	Temporary Use Permit - No Hearing	\$ 250	\$ 250	NO CHANGE
LAND USE APPLICATION FEES	Temporary Use Permit - Public Hearing	\$ 600	\$ 600	NO CHANGE
LAND USE APPLICATION FEES	Wireless Communication Facility (WCF) Administrative Approval Fee	N/A	\$ 450	NEW FEE
LAND USE APPLICATION FEES	Address Change Fee	\$ 25	\$ 25	NO CHANGE
LAND USE APPLICATION FEES	Planner - Hourly Rate	\$ 60	\$ 60	NO CHANGE
LAND USE APPLICATION FEES	Development Permit - Minor non PUD	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Development Permit - Major non PUD	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE
LAND USE APPLICATION FEES	Encroachment Permit	\$ 250	\$ 250	NO CHANGE
LAND USE APPLICATION FEES	An Appeal of a Planning Decision	Original application fee (No Deposit)	Original application fee (No Deposit)	NO CHANGE
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Operating)	N/A	\$7,000 / Parking Space within the Parking Fee In-Lieu Program Boundary	NEW FEE
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Capital)	N/A	\$16,100 / Parking Space within the Parking Fee In-Lieu Program Boundary	NEW FEE
STREET IMPROVEMENT FEES	Residential single family	\$1,016 per dwelling unit	\$1,016 per dwelling unit	NO CHANGE
STREET IMPROVEMENT FEES	Residential multifamily	\$646 per dwelling unit	\$646 per dwelling unit	NO CHANGE
STREET IMPROVEMENT FEES	Bank	\$7,634 per 1,000 sf	\$7,634 per 1,000 sf	NO CHANGE
STREET IMPROVEMENT FEES	Convenience Store w gas	\$10,309 per 1,000 sf	\$10,309 per 1,000 sf	NO CHANGE
STREET IMPROVEMENT FEES	High turnover sit down restaurant	\$3,613 per 1,000 sf	\$3,613 per 1,000 sf	NO CHANGE
STREET IMPROVEMENT FEES	Fast food restaurant	\$13,681 per 1,000 sf	\$13,681 per 1,000 sf	NO CHANGE
STREET IMPROVEMENT FEES	Industrial	\$194 per 1,000 sf	\$194 per 1,000 sf	NO CHANGE

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
STREET IMPROVEMENT FEES	Commercial General	\$1,016 per 1,000 sf	\$1,016 per 1,000 sf	NO CHANGE

ENGINEERING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
ENGINEERING DEPARTMENT	Engineer - Hourly Rate	\$ 60	\$ 60	NO CHANGE
GRADING PERMIT FEES	Grading Permit Fee - 50 cubic yards or less	\$ 65	\$ 65	NO CHANGE
GRADING PERMIT FEES	Grading Permit Fee - 51-100 cubic yards	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	NO CHANGE
GRADING PERMIT FEES	Grading Permit Fee - 101-1,000 cubic yards	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	NO CHANGE
GRADING PERMIT FEES	Grading Permit Fee - 1,001-10,000 cubic yards	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	NO CHANGE
GRADING PERMIT FEES	Grading Permit Fee - 10,001-100,000 cubic yards	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE
GRADING PERMIT FEES	Grading Permit Fee - 100,001 cubic yards or more	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE
GRADING PERMIT FEES	Grading Plan Review Fee	Town Engineer Hourly Rate (Minimum 2 Hours)	Town Engineer Hourly Rate (Minimum 2 Hours)	NO CHANGE

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
PUBLIC WORKS	Door Tag – Water Notice Shut Off	\$ 25.00	\$ 25.00	NO CHANGE
PUBLIC WORKS	Meter Check Service Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE
PUBLIC WORKS	Meter Check Service Fee – After Hours/Holidays	150.00 (Hourly)	150.00 (Hourly)	NO CHANGE
PUBLIC WORKS	Public Works Engineer - Hourly Rate	\$85-\$90	\$85-\$90	NO CHANGE
PUBLIC WORKS	Water Shut Off/Turn On After Hours/Holidays	\$ 150.00	\$ 150.00	NO CHANGE
PUBLIC WORKS	Backflow Device Inspection Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE
PUBLIC WORKS	Right of Way Construction Permit	\$ 150.00	\$ 150.00	NO CHANGE
PUBLIC WORKS	Road Cut Permit Annual	\$ 300.00	\$ 300.00	NO CHANGE
PUBLIC WORKS	Road Cut Permit One Time	\$ 100.00	\$ 100.00	NO CHANGE
PUBLIC WORKS	Water Shut Off/Turn On	\$ 75.00	\$ 75.00	NO CHANGE
PUBLIC WORKS	Non-Operational Meter	\$100/month	\$100/month	NO CHANGE
PUBLIC WORKS	Yard Waste Fee (per month)	\$ 2.00	\$ 2.00	NO CHANGE
PUBLIC WORKS	Hydrant Meter Fees (Base Fee)	\$ 50.00	\$ 50.00	NO CHANGE
PUBLIC WORKS	Hydrant Meter Fees (per 1,000 gallons)	\$4.77/1,000 gallons	\$4.77/1,000 gallons	NO CHANGE
PUBLIC WORKS	Excavation Permit One Time	N/A	\$ 50.00	MISSING FEE
PUBLIC WORKS	Excavation Permit Annual	N/A	\$ 150.00	MISSING FEE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Public Works Employee Labor - Not For Public	\$38/Hour	\$38/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tandem Dump Truck -Not For Public	\$70/Hour	\$70/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Backhoe -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tool Cat -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Loader -Not For Public	\$60/Hour	\$60/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Street Sweeper -Not For Public	\$120/Hour	\$120/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Skid Steer -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Motor Grader -Not For Public	\$65/Hour	\$65/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Lift Truck -Not For Public	\$115/Hour	\$115/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Boom Mower Tractor/Mowing -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	ATV -Not For Public	\$13.20/Hour	\$13.20/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Flushing Trailer/Flushing Skid -Not For Public	\$90/Hour	\$90/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Pickup Truck/4x4 Vehicle -Not For Public	\$20.80/Hour	\$20.80/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Water Pump/Trash Pump -Not For Public	\$27.10/Hour	\$27.10/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Chainsaw + Employee Rate -Not For Public	\$3.45 + \$38/Hour	\$3.45 + \$38/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Demo Saw + Employee Rate -Not For Public	\$7.20 + \$38/Hour	\$7.20 + \$38/Hour	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Air Compressor -Not For Public	\$104/Day	\$104/Day	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Cones -Not For Public	\$1.25/Cone	\$1.25/Cone	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 2 barricades -Not For Public	\$2.00/Barricade	\$2.00/Barricade	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 3 barricades -Not For Public	\$2.75/Barricade	\$2.75/Barricade	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Barrels -Not For Public	\$2.50/Barrel	\$2.50/Barrel	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Additional signage -Not For Public	\$1.50 /Sign	\$1.50 /Sign	NO CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Variable Message Sign -Not For Public	\$220/Day	\$220/Day	NO CHANGE

UTILITY FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
	Rate Class Monthly Base Fee Usage Block (gal) Charge per 1,000 gal			
WATER FUND FEE	Residential without accessory dwelling unit	\$ 37.44	\$ 38.56	FEE CHANGE
WATER FUND FEE	0-6,000	\$ 3.18	\$ 3.28	FEE CHANGE
WATER FUND FEE	6,001-17,000	\$ 7.02	\$ 7.23	FEE CHANGE
WATER FUND FEE	17,001-28,000	\$ 10.52	\$ 10.84	FEE CHANGE
WATER FUND FEE	28,000 +	\$ 15.79	\$ 16.26	FEE CHANGE
	Residential with accessory dwelling unit base fee			
WATER FUND FEE	0-8,000	\$ 3.18	\$ 3.28	FEE CHANGE
WATER FUND FEE	8,001-17,000	\$ 7.02	\$ 7.23	FEE CHANGE
WATER FUND FEE	17,001-28,000	\$ 10.52	\$ 10.84	FEE CHANGE
WATER FUND FEE	28,000 +	\$ 15.79	\$ 16.26	FEE CHANGE
	Non-Residential Commercial & Mixed Use Base Fee (per unit)			
WATER FUND FEE	0-6,000	\$ 37.44	\$ 38.56	FEE CHANGE
WATER FUND FEE	6,000 +	\$ 7.02	\$ 7.23	FEE CHANGE
	Non-Residential Government, Schools & Churches base fee (per unit)			
WATER FUND FEE	0-6,000	\$ 37.44	\$ 38.56	FEE CHANGE
WATER FUND FEE	6,000 +	\$ 7.02	\$ 7.23	FEE CHANGE
	Residential/ Non- Residential Compound Meter High Side base fee (per unit)			
WATER FUND FEE	All Usage	\$ -	\$ -	FEE CHANGE
	Out of Town Residential without accessory dwelling unit base fee			
WATER FUND FEE	0-6,000	\$ 56.16	\$ 57.85	FEE CHANGE
WATER FUND FEE	6,001-17,000	\$ 4.77	\$ 4.92	FEE CHANGE
WATER FUND FEE	17,001-28,000	\$ 10.49	\$ 10.81	FEE CHANGE
WATER FUND FEE	28,000 +	\$ 15.74	\$ 16.22	FEE CHANGE
	Out of Town Residential with accessory dwelling unit base fee			
WATER FUND FEE	0-8,000	\$ 23.61	\$ 24.31	FEE CHANGE
WATER FUND FEE	8,001-17,000	\$ 70.50	\$ 72.61	FEE CHANGE
WATER FUND FEE	17,001-28,000	\$ 4.77	\$ 4.92	FEE CHANGE
WATER FUND FEE	28,000 +	\$ 10.49	\$ 10.81	FEE CHANGE
WATER FUND FEE		\$ 15.74	\$ 16.22	FEE CHANGE
WATER FUND FEE		\$ 23.61	\$ 24.31	FEE CHANGE

UTILITY FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
	Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)			
WATER FUND FEE		\$ 56.16	\$ 57.85	FEE CHANGE
WATER FUND FEE	0-6,000	\$ 4.77	\$ 4.92	FEE CHANGE
WATER FUND FEE	6,000 +	\$ 10.49	\$ 10.81	FEE CHANGE
	Non-Residential Government, Schools & Churches base fee (per unit)			
WATER FUND FEE		\$ 56.16	\$ 57.85	FEE CHANGE
WATER FUND FEE	0-6,000	\$ 4.77	\$ 4.92	FEE CHANGE
WATER FUND FEE	6,000 +	\$ 10.49	\$ 10.81	FEE CHANGE
	Residential/ Non- Residential Compound Meter High Side base fee(per unit)			
WATER FUND FEE		\$ -	\$ -	FEE CHANGE
WATER FUND FEE	All Usage	\$ 10.49	\$ 10.81	FEE CHANGE
WATER FUND FEE	Surcharge Residential (per unit)			NO CHANGE
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE
WATER FUND FEE	Average Usage - (4,000 - 14,000)	\$ 12.50	\$ 12.50	NO CHANGE
WATER FUND FEE	High Usage - (14,000 +)	\$ 17.00	\$ 17.00	NO CHANGE
WATER FUND FEE	Surcharge Non-Residential (per unit)			NO CHANGE
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE
WATER FUND FEE	Average Usage - (4,000 - 46,000)	\$ 12.50	\$ 12.50	NO CHANGE
WATER FUND FEE	High Usage - (46,000 +)	\$ 17.00	\$ 17.00	NO CHANGE
WATER FUND FEE	Utility Payment Late Fee (Water/Sewer/Trash)	\$ 5.00	\$ 5.00	FEE TITLE CHANGE ONLY
WASTE WATER FUND FEE	Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit)	\$ 61.76	\$ 63.61	FEE CHANGE
REFUSE FEE	Residential monthly charges rubbish removal and recycling base fee	\$ 26.92	\$ 27.72	FEE CHANGE
REFUSE FEE	Additional can fee per month	\$ 21.52	\$ 22.16	FEE CHANGE
REFUSE FEE	Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses	\$ 15.00	\$ 15.00	NO CHANGE
REFUSE FEE	Extra Trash Charges: Furniture - per king/queen mattress or box springs	\$ 20.00	\$ 20.00	NO CHANGE
REFUSE FEE	Extra Trash Charges: Appliances - stove, oven, washing machine, dishwasher, dryer, microwave	\$ 15.00	\$ 15.00	NO CHANGE
REFUSE FEE	Extra Trash Charges: Appliances - hot water heater, cast iron tub, refrigerator	\$ 30.00	\$ 30.00	NO CHANGE
REFUSE FEE	Extra Trash Charges: Carpet: per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE

UTILITY FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
REFUSE FEE	Extra Trash Charges: Construction Materials - per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE
REFUSE FEE	Extra Trash Charges: Tires (each)	\$ 7.00	\$ 7.00	NO CHANGE
REFUSE FEE	Trash Can - New	\$ 90.00	\$ 90.00	NO CHANGE
REFUSE FEE	Trash Can - Used	\$ 50.00	\$ 50.00	NO CHANGE
REFUSE FEE	Recycle Container	\$ 20.00	\$ 20.00	NO CHANGE
REFUSE FEE	Yardwaste Fee	\$ 2.00	\$ 2.00	NO CHANGE
REFUSE FEE	Administrative Fee for Refuse Billing	\$ 1.26	\$ 1.34	FEE CHANGE
STORMWATER MANAGEMENT FEE	Residential Monthly Fee	\$ 3.00	\$ 3.00	NO CHANGE
STORMWATER MANAGEMENT FEE	Commercial Monthly Fee	\$ 6.00	\$ 6.00	NO CHANGE

COURT FEES

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
COURT	Court Cost	\$ 30	\$ 30	NO CHANGE
COURT	Surcharge - Criminal Violation	\$ 20	\$ 20	NO CHANGE
COURT	Surcharge - Traffic Code Violation	\$ 10	\$ 10	NO CHANGE
COURT	Jury Demand Fee	\$ 25	\$ 25	NO CHANGE
COURT	Witness Fee	\$ 5/day	\$ 5/day	NO CHANGE
COURT	Juror Fee-Engaged on Jury	\$6/day	\$6/day	NO CHANGE
COURT	Juror Fee-Attendance on Panel	\$3/day	\$3/day	NO CHANGE
COURT	Mileage Fees (witnesses and jurors)	\$0.15/mile	\$0.15/mile	NO CHANGE
COURT	Deferred Judgement Fee	\$ 75	\$ 75	NO CHANGE
COURT	Deferred Prosecution Fee	\$ 40	\$ 40	NO CHANGE
COURT	Insurance Dismissal Fee	\$ 10	\$ 10	NO CHANGE
COURT	Bench Warrant Fee	\$ 50	\$ 50	NO CHANGE
COURT	Incarceration Fee	Amount equal to sum charged to the Town by the County for incarceration	Amount equal to sum charged to the Town by the County for incarceration	NO CHANGE
COURT	Charitable Contribution	\$ 5	\$ 5	NO CHANGE
COURT	Collections Administration Fee	\$ 50	\$ 50	NO CHANGE
COURT	Stay of Execution Fee	\$ 25	\$ 25	NO CHANGE
COURT	Non-Resident Violator Compliance Fee	\$ 30	\$ 30	NO CHANGE
COURT	Outstanding Judgment Warrant Fee	\$ 30	\$ 30	NO CHANGE
COURT	Record Sealing Fee	\$ 65	\$ 65	NO CHANGE

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2021 FEE	2022 FEE	PROPOSED FEE CHANGE
POLICE DEPARTMENT	Abandoned Vehicle Administration Fee	\$ -	\$ -	NO CHANGE
POLICE DEPARTMENT	Nuisance Alarm Fee	50-150	50-150	NO CHANGE
POLICE DEPARTMENT	VIN Inspection Fee	\$ 15.00	\$ 15.00	NO CHANGE
POLICE DEPARTMENT	Sex Offender Annual Registration	\$ 25.00	\$ 25.00	NO CHANGE
POLICE DEPARTMENT	Sex Offender Information Update	\$ -	\$ -	NO CHANGE
POLICE DEPARTMENT	Sex Offender Quarterly Registration	\$ 25.00	\$ 25.00	NO CHANGE
POLICE DEPARTMENT	Police Report Digital Evidence Disc Fee	\$ 5.00	\$ 5.00	NO CHANGE
POLICE DEPARTMENT	Police Report Fee	.25 per page	.25 per page	NO CHANGE
POLICE DEPARTMENT	Police Report Research Fee (per hour, first hour free)	\$ 30.00	\$ 30.00	NO CHANGE
POLICE DEPARTMENT	Sex Offender De- Registration	\$ -	\$ -	NO CHANGE
POLICE DEPARTMENT	Video Redaction Fee	Cost of Third Party Contract	Cost of Third Party Contract	NO CHANGE

GREATER EAGLE FIRE PROTECTION DISTRICT

RESOLUTION NO. 2022-3

A RESOLUTION AUTHORIZING THE ADJUSTMENT OF IMPACT FEES

WHEREAS, the Greater Eagle Fire Protection District ("District") is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, the Board of Directors ("Board") of the District has ultimate authority and responsibility over all operations, personnel and affairs of the District, with all rights, duties and powers specially granted to the Board by Title 32, Article 1 of the Colorado Revised Statutes; and

WHEREAS, the District previously entered into intergovernmental agreements concerning the collection, payment and use of fire protection and emergency services impact fees with Eagle County, the Town of Gypsum, and the Town of Eagle (collectively, the "IGAs"), under which impact fees are collected and transferred to the District; and

WHEREAS, the Board has conducted a study to ensure that the District adjusted its impact fees to be in accordance with recommendations suggested by the company that conducted the study ; and

WHEREAS, the Board desires to request an adjustment to the amount of the impact fees collected by Eagle County, the Town of Gypsum, and the Town of Eagle pursuant to the IGAs to make such amount consistent, which will assist the District with covering the costs of the District's capital improvement plans; and

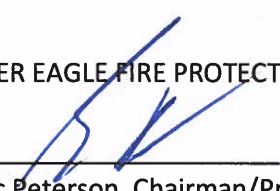
WHEREAS, the Board finds it reasonable, appropriate, and necessary to request such an adjustment to the amount of the District's impact fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Greater Eagle Fire Protection District as follows:

1. The District will request an increase in the amount of the impact fees collected by Eagle County, the Town of Gypsum, and the Town of Eagle and transferred to the District. The amount of increase will be five point two percent (5.2%) to adjust for inflation based upon the Bureau of Labor Statistics, Denver-Aurora-Lakewood Consumer Price Index for the second (2nd) half of 2021 (Exhibit A).
2. This Resolution shall take effect immediately.
3. The Fire Chief and Officers of the District are authorized and directed to take all actions necessary and appropriate to affect the provisions of this Resolution.

RESOLVED by the Board of Directors of the Greater Eagle Fire Protection District, upon a motion duly made, seconded and passed at a regular meeting held on the 19 of January, 2022 by a vote of 5 in favor and 0 against, and 0 abstentions.

GREATER EAGLE FIRE PROTECTION DISTRICT

By: 
Eric Peterson, Chairman/President

Attest:

By: 
Mikel Kerst, Secretary

Greater Eagle Fire Protection District Impact Fee Schedule - Exhibit A

		2018	2019	2020	2021	2022
Percent increase			study + 2.9%	2.7%	1.2%	5.20%
Single Family	\$	1,764.80	\$ 2,269.97	\$ 2,331.25	\$ 2,359.23	\$ 2,481.90
Multi Family	\$	806.40	\$ 1,037.23	\$ 1,065.23	\$ 1,078.01	\$ 1,134.07
Lodging per / 1000 sq ft.	\$	711.20	\$ 914.78	\$ 939.47	\$ 950.74	\$ 1,000.18
Commercial per / 1000 sq ft.	\$	711.20	\$ 914.78	\$ 939.47	\$ 950.74	\$ 1,000.18



January 10, 2022

Town of Eagle Master Residential Accounts

PO Box 609

Eagle, CO 81631

Master Account 166518

January 1, 2022 price increase for the CPI calculated to 3.2% versus the Boulder CPI at 6.8%. We have also waived the fuel surcharge of 8.8% per monthly bill via the contracted agreement for this master account.

Please contact me with any questions that may you may have.

2022 CPI	Town of Eagle		per month 2021		3.2% increase	total
166518 all sites		#of Homes				
1st container		1713	26.92		\$0.80	\$27.72
2nd container		157	21.52		\$0.64	\$22.16
				3.2% increase		total 3.2%
169331	4 CANS - 710,712,714,716 PRINCE ALLEY- CREEKSIDE LOFTS		\$ 107.68	\$ 3.44	\$ 111.12	
165997	2 YD DUMPSTER - 801 BRUSH CR TERRACE		215.36	\$ 6.89	\$ 222.25	
166487	2 YD DUMPSTER - 440 & 450 BROOKS LANE		107.68	\$ 3.44	\$ 111.12	
166548	2 YD DUMPSTER - 611 KING RD (VH HAS AS 611 CASCADE)		107.68	\$ 3.44	\$ 111.12	
166547	2 YD DUMPSTER - 214 WALL		107.68	\$ 3.44	\$ 111.12	
166534	2 YD DUMSPTER - 120 2ND STREET		107.68	\$ 3.44	\$ 111.12	
166533	2 YD DUMPSTER - 125 CAPITOL ST		72.10	\$ 2.30	\$ 74.40	

Sincerely,

Jennifer L Collins

Business Development Manager

Vail Honeywagon/division of Waste Connections

970-471-5393 jennifer@vailhoneywagon.com



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: January 25, 2022

Agenda Item: 2022 Council Committee Appointments

REQUEST: The Council is requested to discuss the vacated committee positions of David Gaboury, Brandy Reitter, and Matt Solomon for the upcoming 2022 vacancies and terms as listed in this memo.

BACKGROUND:

On January 11, the Town Council reviewed a list of committee assignments and there were some appointments missing from the list. Council Members provided staff committees that were still missing, and the list was revised. Attached to this memo is an updated list of committee assignments.

ANALYSIS: Once a new Council Member has been selected, staff will prepare a corresponding resolution to formalize the appointment for approval in the Consent Agenda at the next meeting.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: Attendance of committee meetings is included in the Town Council budget if expenses are necessary.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: There is no direct reference in the Strategic Plan to committees. However, participating on these committees gives the Council information to assist with fulfilling the Strategic Plan by allowing for information gathering to assist with consideration of the major challenges and opportunities likely to arise during the planning horizon and increases the confidence among Eagle's Town Council, community leaders, and residents that the Town is appropriately addressing opportunities, future risks, and needed investments.

RECOMMENDED ACTION OR PROPOSED MOTION: Discuss, then nominate the appointee. The formal appointment will take place at the next meeting via Resolution.

ATTACHMENTS:

- Town Council Committee Assignments

EAGLE TOWN COUNCIL COMMITTEES

<u>Organization Name</u>	<u>Member</u>	<u>Alernate</u>	<u>Second Alternate</u>	<u>Term</u>
Eagle Recreation Facility Advisory Corporation Board	Brandy Reitter	Dennis Wike		Town Manager and Town Engineer
Eagle County Housing and Developmmment Authority Advisory Committee (ECHDA)	Bret Hooper	Dominic Mauriello		By Resolution
Economic Vitality Committee	David Gaboury	Scott Turnipseed		Until Replaced
Lower Basin Water Treatment Plant/Town Staff	David Gaboury	Scott Turnipseed		Until Replaced
Downtown Development Authority	David Gaboury			Until Replaced
Vail Valley Partnership Economic Advisory	David Gaboury			Until Replaced
Eagle Ranch Housing Corporation	Ellen Bodenhemier	Scott Turnipseed	Grant Murphy	2022 By Resolution (two year terms even years)
Grand Avenue Corridor Stakeholder Committee	Ellen Bodenhemier	Janet Bartnik		Until Replaced
Open Space and Recreation Advisory Committee	Ellen Bodenhemier			Until Replaced
CML Policy and Legislative Committee	Geoff Grimmer			Until Replaced
Eagle County Climate Action Committee	Geoff Grimmer	Ellen Bodenhemier		Until Replaced
Council Policy Committee	Matt Solomon			Until policy adopted
Eagle River Park Citizens Committee	Matt Solomon			Until Replaced
Eagle River Park Steering Committee	Matt Solomon			Until Replaced
NWCCOG	Matt Solomon	Brandy Reitter		January Annually
Compact of Colorado Communities	Scott Turnipseed			Until Replaced
ECO Transit Advisory Board	Scott Turnipseed			By Resolution
Eagle Ranch Wildlife Committee	???			
VISTA	Janet Bartnik			
Affordable Housing	??			
MEAC	Scott Turnipseed			Until Replaced



Office of the County Manager

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January 6, 2022

Town Council
Town of Eagle, Colorado
200 Broadway
P.O. Box 609
Eagle, CO 81631

Via email: scott.turnipseed@townofeagle.org;
pappy.kerst@townofeagle.org;
david.g@townofeagle.org;
ellen.bodenhemier@townofeagle.org;
janet.bartnik@townofeagle.org;
geoffrey.grimmer@townofeagle.org

Re: Town of Eagle proposal to the Eagle County Board of Commissioners concerning the Eagle River Park.

Dear Town Council,

The Board of County Commissioners received your October 26, 2021 letter requesting certain County-owned land currently used for the Eagle River Park and adjacent parking lot ("the land") be conveyed and annexed to the Town of Eagle. A copy of that letter is enclosed for your convenience. I've had an opportunity to review the proposal and have some follow up questions that we'd need to be addressed before the Board and its staff are in a position to fairly consider the request.

1. How would C.R.S. § 31-12-106(3) apply to the Town's proposal? It appears that upon any such conveyance of the land, the Town would have the right as a matter of law to adopt an ordinance annexing the area to the Town, without notice or hearing, and without the County imposing any conditions – contractual or otherwise. Once annexation under Section 106(3) occurs, disconnection may only occur by 1) petition of the landowner; 2) affirmative finding by the governing body of the Town that the best interest of the town would not be prejudiced by disconnection; and 3) adopted Town ordinance effecting the disconnection. The County would have no discretion or authority to cause a disconnection if issues were to arise related to the County's contractual or other interest in the land. We recognize that the Town has suggested an annexation agreement to protect the County's interests, but typically annexation agreements protect the interest of the applicant/landowner related to authorized land use and impending development plans, not the non-landowner county from which the land was disconnected. For these reasons, we're looking for clarity from the Town about how an annexation



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agreement would be utilized and how the long-term and important interests of Eagle County citizens would be protected.

2. The proposal indicates that “the Town would agree to give Eagle County flexibility to request the parking lot for uses associated with events or activities that require extra capacity at the Fairgrounds.” While we appreciate the current Town Council’s support for County uses such as the Eagle County Fair and Rodeo, staff and elected officials certainly change over time, and the current Town Council has narrow authority to bind or limit the discretion of future elected officials. The County will require more certainty than mere flexibility to request the ability to use this land, which land has historically been essential to functioning of the Fair and Rodeo. How would the Town ensure the County has the ongoing right and ability to use the parking lot for any of its needs, regardless of potential changes in Town leadership? If the land were to be annexed, how would this Town Council be able to commit that the County’s current uses continue to be legal uses of such land?

3. As part of the design of the Eagle River Park, the Town reconstructed the County’s irrigation diversion structure, creating the new crossvane diversion structure (“Diversion Structure”). While the primary purpose of the Diversion Structure is to divert the County’s share of water from the Eagle River to the Neilson Pumpback Irrigation Headgate, the Diversion Structure also serves as the entrance to the instream features of the Eagle River Park, and must be maintained for the dual purpose of continuing historic ability to divert water, and public safety. Through a current IGA between the Town and County, the Town has committed to maintain the Diversion Structure for these dual purposes. In its proposal, the Town suggests that this commitment would be moved into an annexation agreement. Given the concerns identified above, if the underlying land is conveyed to the Town, how can the County be certain that future Town leadership will decide to continue such obligation in perpetuity? If future leadership does not honor such commitment, what would be the County’s remedy? How can the County be assured that the interests of its constituents in the continued ability to exercise its historic water diversion will not be interrupted by physical issues with the Diversion Structure?

4. The Town’s proposal suggests that the County would be freed from any potential liability associated with the Eagle River Park if the land is conveyed. Currently, the Town has promised to indemnify, defend and hold harmless the County from any claims associated with the public’s use of the Eagle River Park, including the entirety of the Diversion Structure. Obviously, if the land were conveyed to the Town, the County must retain an interest in the Diversion Structure, which is used by the public in connection with the Eagle River Park. Under the Town’s proposal, how would the Town protect the County from liability associated with the public’s use of the Diversion Structure on a long-term basis? How would the County be protected in the event that repairs were necessary to continue the historic practice of receiving water at the Headgate when river flows are measured at 200 cfs or above?



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It is important to recognize that there have been issues over the last several years related to the Town and County's dual uses of the land, including the County's need to correct an original construction issue at the Diversion Structure and the Town's accepting that work for liability purposes. In addition, the County expended time and efforts to ensure that the Town's vendors were properly located and in compliance with existing agreements in place to protect the County from undue legal exposure for these vendors activities. We are pleased to have finally reached a place where those issues are now in the rear-view mirror, and are committed to a positive working relationship for the future, recognizing the reality of competing uses of the land, and the need for more than a handshake moving forward. The Town's proposal suggests that conveyance and annexation of the land will reduce the need for extensive County-Town agreements related to these uses/interests. However, we hope you understand the County's need to protect the interests of our constituents, just as the Town protects the interests of its own constituents. In addition, we wish to be clear that the County has made no commitment that the next step is a simple conveyance and annexation of the land. Rather, the County's position has always been that we need to move forward carefully and deliberately, to protect County interests, before county-taxpayer owned land, and all interests therein, can be relinquished. Indeed, we feel it is in the best interest of both the Town and the County, and the citizens we represent, to formally detail our understandings in writing, and to maintain compliance with any written agreements.

Finally, we are excited to share with you that Eagle County is going to move forward with a Fairgrounds Master Plan in 2022 that will include the entire property owned by Eagle County, which will most likely involve planning for future use of the adjacent parking lot. We see the Town of Eagle and Mountain Recreation being two of our major stakeholders in the master plan efforts and will share more information as we move into the new year. We look forward to working with the Town of Eagle in 2022 on multiple fronts including the River Park, Fairgrounds master planning, and West Eagle housing. Let us know if you have any questions, or ideas on how to answer our questions above, as we move forward with discussions.

Sincerely,

Jeff Shroll

County Manager



In Remembrance....

Andy Jessen ★ Adam Palmer
Seth Bossung ★ Jeff Brausch

Friends of Andy, Adam, Seth and Jeff invite you to participate in a community candlelight vigil from your home this evening - Saturday, February 6, 2021 from 7pm to 9pm. Please light 4 candles and place on your porch or in your window in memory of our dear friends.

Please share...

#gatherround #eaglestrong