



Town Council
Tuesday, April 12, 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 an in-person meeting with access via Zoom.

[ACCESS THE ONLINE MEETING HERE](#)

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

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

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

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

CALL TO ORDER - 6:00 PM

ROLL CALL

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

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item, not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

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

1. Arbor Day Proclamation

CONSENT AGENDA - 6:15 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 - March 22, 2022
2. Bill Pay - March 2022

3. Resolution 25, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Amended and Restated Agreement for Professional Services with Clarion Associates, LLC"
4. Resolution 27, Series 2022 "A Resolution Approving a Reimbursement Agreement Between the Town of Eagle and Union Pacific Railroad Company"
5. Resolution 28, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc."
6. Resolution 29, Series 2022 "A Resolution Approving a Memorandum of Understanding Between the Town of Eagle and U.S. Department of Interior, Bureau of Land Management, and Upper Colorado River District"
7. Resolution 33, Series 2022 "A Resolution of the Town Council of the Town Of Eagle, Colorado, Authorizing Release of Payment of Pay Application 41R3 for the Lower Basin Water Treatment Plant Project"

STAFF REPORTS - 6:20 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update
3. Sales Tax Report

LIQUOR LICENSE AUTHORITY - 6:30 PM

1. PUBLIC HEARING: New Tavern License - Applicant: Vine of Eagle LLC

BUSINESS ITEMS - 6:35 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: Ordinance No 09, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts, and For the Purposes as Set Forth Below for the 2022 Budget Year"
2. Resolution 30, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two New Members to Fill Vacancies on the Town of Eagle Planning and Zoning Commission"
3. Resolution 31, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Funding Contribution Towards Mountain Recreation's Capital Campaign to Make Improvements to the Pool & Ice Rink Facility"
4. Resolution 32, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue Funding for the all Access Rec Program and Other District Costs Initiative"
5. 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) and potential lease or conveyance of real property (water rights) pursuant to § 24-6-402(4)(a) relating to the Haymeadow Conservation Project proposal and requests from Eagle County and for legal advice from the Town attorney and Town's water rights attorney regarding the same pursuant to C.R.S. § 24-6-402(4)(b) and determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators on the topic of an agreement between the Town and Red Mountain Ranch pursuant to C.R.S. § 24-6-402(4)(e).

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:30 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:45 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

OFFICIAL PROCLAMATION

TOWN OF EAGLE

ARBOR DAY

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Scott Turnipseed, Mayor of the Town of Eagle, do hereby proclaim Friday, April 29, 2022, as



In the Town of Eagle, I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

TOWN OF EAGLE, COLORADO

ATTEST:

Jenny Rakow, Town Clerk

Scott Turnipseed, Mayor



MEETING MINUTES
Town Council
Tuesday, March 22, 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 in-person meeting with access via Zoom.

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, Janet Bartnik,
Geoffrey Grimmer, Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

Mikel "Pappy" Kerst

STAFF PRESENT

Jim White, Interim 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 Staufer, Police Chief
Carrie Buhlman, Lieutenant
Lynette Horan, Human Resources Manager
Nikki Davis, Administrative Technician Planning
Brian Lieberman, Open Space Manager

ADOPTION OF AGENDA

MOTION: Councilmember Janet Bartnik motioned to approve the agenda. The motion was seconded and Passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish and Sunday) and 0 opposed.

PUBLIC COMMENT

Kate Sheldon 2809 E Haystack Drive – requested the Town extend the public input period for the Open Space and Trails Master Plan until July 1st. Additionally requested an online survey to solicit public feedback and consideration of a trail closure effective immediately.

Tom Olden 1864 Eagle Ranch Road – requested the Town consider the impact of new trails on the elk and expressed dissatisfaction regarding the handling of the public meeting by Town consultants at the Open Space and Trails Master Plan Public Open House.

PRESENTATIONS

1. One Book One Valley Proclamation, Laurie Barnes, Vail Public Library
Laurie Barnes presented this item. Mayor Scott Turnipseed read the proclamation into the record.
2. Adam Palmer Sustainability Project, Laura Hartman
Laura Hartman presented this item.

CONSENT AGENDA

MOTION: Councilmember Janet Bartnik motioned to approve the consent agenda. The motion was seconded and Passed with a vote of 6 in favor (Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish and Sunday) and 0 opposed.

1. Minutes - March 8, 2022

STAFF REPORTS

1. Town Manager Update

BUSINESS ITEMS

1. Resolution No. 26, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing One Member to the Land Use and Development Code Update Committee"
Nikki Davis presented this item.

MOTION: Councilmember Ellen Bodenheimier motioned to approve Resolution No. 26, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing One Member to the Land Use and Development Code Update Committee". The motion was seconded and with a vote of 6 in favor (Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish and Sunday) and 0 opposed.

2. 2022 Supplemental Budget Amendment Proposal
Jill Kane, Finance Director, presented this item.

Council comments: discussion on the storm water fund summary operating expenditure and confirmation it was intended for maintenance and cleaning and a stormwater rate study.

3. PUBLIC HEARING: Mountain Tots Special Use Permit; Land Use File#SU22-01 (*Remanded to April 5, 2022 Planning & Zoning Commission Hearing; Request to Continue to April 12, 2022 Town Council Hearing.*)
Mayor Scott Turnipseed opened the public hearing for land use file #SU22-01. Chad Phillips, Town Planner announced to the Council that the applicant had withdrawn the application prior to meeting. No action was taken.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Council Committee Updates
Councilmember Ellen Bodenheimier updated on the OSRAC meeting and felt that the consultant needed to apologize. There is some confusion about the trails being discussed, as they are on BLM and not the Town open space.

Mayor Scott Turnipseed inquired about the federal Covid funds the Town received and would like an update on

options the Council can consider for funding.

Mayor Scott Turnipseed inquired about a position on the Economic Vitality Committee (EVC) for David Gaboury. Council member Nick Sunday, Council rep on the EVC will inquire if there are any open seats.

2. Future Agenda Items

Councilmember Ellen Bodenhemier inquired about the previous land donation proposal.

Councilmember Ellen Bodenhemier inquired about having Colorado Parks and Wildlife attend a council meeting to talk about Haymaker Trail.

Councilmember Nick Sunday inquired about having Bill Ray, consultant for the RTA, present at a future Town Council meeting as it relates to the transportation funding ballot question. The Town Manager was directed to follow up.

3. Discussion/Feeding Wildlife Regulation

Jim White presented this item. Chief Staufer also provided information and stated that Brian Wodich from CPW prefers to handle these calls. No further action will be taken at this time.

ADJOURN - 7:00 PM

MOTION: Councilmember Nick Sunday motioned to adjourn the regular meeting. The motion was seconded and Passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish and Sunday) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
MARCH 2022**

GENERAL FUND

Town Council

CEBT	Health & Insurance Benefits	\$ 18.00
Mountain Tots Preschool	Community Requests	1,580.00
Vail Valley Mountain Trails Alliance	Community Requests	1,800.00
Total Town Council		\$ 3,398.00

General Government

Rocky Mountain Reserve	Health Insurance Claims Paid	\$ 58.01
Standard Insurance Company	Health & Life Ins. Payable	35.55
Eagle Chamber Of Commerce	Dues & Subscriptions	2,000.00
Info Cubic	Recruitment	57.35
Mountain Careers	Recruitment	159.00
Adam Palmer Sustainability Fund	Professional Services	10,133.00
Hartman, Laura A	Professional Services	5,034.31
Hoffman, Parker, Wilson & Carberry PC	Legal - General	7,825.50
City Market	Meeting Expense	25.75
Moe's Original BBQ	Meeting Expense	448.50
Professional Development	Tuition & Books	2,064.83
Total General Government		\$ 27,841.80

General Administration

Rorke, LLC	Utility Overpayment Refund	\$ 2,977.13
Family Support Registry	Misc Deductions Payable	146.76
Almaraz, Jose	Facility Usage Deposit Refund	375.00
Bloom, David	Facility Usage Deposit Refund	375.00
Figueroa, Irene	Facility Usage Deposit Payable	375.00
Forster, Pollyanna	Facility Usage Deposit Refund	750.00
Helen Habiger	Facility Usage Deposit Refund	750.00
Lawn, Kathleen	Facility Usage Deposit Refund	275.00
Porchlight Players	Facility Usage Deposit Refund	650.00
Ramos, Erik	Facility Usage Deposit Refund	375.00
Stevens, Angie	Facility Usage Deposit Refund	275.00
Venzor, Rosa	Facility Usage Deposit Refund	361.12
CEBT	Health & Life Ins. Payable	2,250.45
Rocky Mountain Reserve	Health Insurance Claims Paid	598.18
Standard Insurance Company	Health & Life Ins. Payable	404.76
7 Hermits Brewing	Employee Appreciation	231.46
Batson's	Employee Appreciation	3.95
Color Coffee Roasters	Employee Appreciation	56.00
Things Remembered	Employee Appreciation	99.20
Things Remembered	Communication & Transportation	14.95
USPS	Communication & Transportation	44.74
Government Finance Officers Association	Dues & Subscriptions	170.00
Mail Chimp	Dues & Subscriptions	97.99
Chase Paymentech	C.C. Transaction Fees	73.68
Forte Payments	C.C. Transaction Fees	5.00
Xpress Bill Pay	C.C. Transaction Fees	17.85

General Administration (Cont.)

Hoffman, Parker, Wilson & Carberry PC
 Gov OS, Inc.
 Amazon
 Red Canyon Café
 Colo SHRM
 Costco
 Polished Petals

Legal 143.50
 Computer Support 4,250.02
 Meeting Expense 32.58
 Meeting Expense 188.40
 Tuition & Books 5.00
 Employee Recognition 48.97
 Employee Recognition 28.10

Total General Government**\$ 16,449.79****Community Development**

CEBT
 Rocky Mountain Reserve
 Standard Insurance Company
 Amazon
 Badge & Wallet
 Fleet Services
 Colorado Mtn. News Media
 Baseline Engineering Corporation
 Clarion Associates, LLC
 Eagle County Government
 McCool Development Solutions, LLC
 Garfield & Hecht, P.C.
 Hoffman, Parker, Wilson & Carberry PC
 LRE Water
 McCool Development Solutions, LLC
 Hoffman, Parker, Wilson & Carberry PC
 Davis, Charlie
 VanEyll, Jackie
 Sturm College

Health & Insurance Benefits \$ 8,063.54
 Health Insurance Claims Paid 695.13
 Health & Life Ins. Payable 407.77
 Office Supplies 207.15
 Uniforms 239.00
 Gas & Oil 49.45
 Legal Notices 57.70
 Professional Services 4,255.00
 Professional Services 5,992.50
 Professional Services 60.00
 Professional Services 165.00
 Planning Reimbursable 1,563.50
 Planning Reimbursable 6,435.00
 Planning Reimbursable 1,804.50
 Planning Reimbursable 180.00
 Legal 676.50
 Travel Expense 48.35
 Travel Expense 247.24
 Tuition & Books 55.50

Total Community Development**\$ 31,202.83****Municipal Court**

CEBT
 Rocky Mountain Reserve
 Standard Insurance Company
 Carlson, Edwards & O'Connor P.C.
 Hoffman, Parker, Wilson & Carberry PC
 Johnson, Erik A.

Health & Insurance Benefits \$ 243.56
 Health Insurance Claims Paid 20.85
 Health & Life Ins. Payable 14.37
 Legal 3,000.00
 Legal 1,886.00
 Contract Payments 1,500.00

Total Municipal Court**\$ 6,664.78****Streets**

CEBT
 Rocky Mountain Reserve
 Standard Insurance Company
 Cintas Corporation
 Staples
 Collett Enterprises
 Ewing Trucking And Construction LLC
 Gypsum Eagle Ace Hardware
 Home Depot Credit Services

Health Insurance Benefits \$ 2,956.35
 Health Insurance Claims Paid 687.18
 Health & Life Ins. Payable 303.48
 Office Supplies 33.74
 Office Supplies 8.99
 Repair & Maintenance Supplies (50.00)
 Repair & Maintenance Supplies 3,109.50
 Repair & Maintenance Supplies 39.98
 Repair & Maintenance Supplies 89.97

Streets (Cont.)

Mid-American Research Chemical	Repair & Maintenance Supplies	438.75
Oldcastle SW Group Inc	Repair & Maintenance Supplies	825.83
Rexel USA, Inc	Repair & Maintenance Supplies	764.56
United Rentals (North America) Inc	Repair & Maintenance Supplies	29.84
Valley Electric Supply Inc	Repair & Maintenance Supplies	3,200.00
Wagner Equipment Co	Repair & Maintenance Supplies	568.80
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	1,054.78
Amazon	Vehicle Repair & Mtn Supplies	631.80
Collett Enterprises	Vehicle Repair & Maintenance Supplies	481.42
Whitehall's Alpine BG	Vehicle Repair & Maintenance Supplies	208.20
Collett Enterprises	Gas & Oil	696.09
Fleet Services	Gas & Oil	2,887.77
Wagner Equipment Co	Communication & Transportation	52.16
Holy Cross Energy	Utility Services	2,640.85
Safety-Kleen Systems, Inc.	Repair & Maintenance Services	483.31
Utility Notification Center Of Colorado	Repair & Maintenance Services	10.84
Colorado Mountain Medical, LLC	CDL Testing	514.00
Total Streets		\$ 22,668.19

Public Safety

CEBT	Health Insurance Benefits	\$ 27,865.79
Rocky Mountain Reserve	Health Insurance Claims Paid	1,800.38
Standard Insurance Company	Health & Life Ins. Payable	1,321.53
Amazon	Office Supplies	173.17
Amazon	Office Supplies	13.52
Amazon	Office Supplies	59.56
Amazon	Office Supplies	13.14
Amazon	Office Supplies	97.84
Amazon	Office Supplies	61.86
eBay	Office Supplies	110.99
Etsy	Office Supplies	128.00
Amazon	Operating Supplies	114.50
Amazon	Operating Supplies	122.57
Glock Store	Operating Supplies	3.99
Amazon	Vehicle Repair & Mtn Supplies	101.94
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	155.79
Fleet Services	Gas & Oil	2,870.50
Amazon	Equipment (Non-Capital)	451.80
Amazon	Equipment (Non-Capital)	69.98
eBay	Communication & Transportation	9.88
Etsy	Communication & Transportation	39.85
Co Motor Vehicle Services	Dues & Subscriptions	9.38
ESPIOC	Dues & Subscriptions	95.00
AT&T Mobility	Utility Services	767.43
Doctors On Call	Recruitment	390.00
Indeed	Recruitment	310.26
Indeed	Recruitment	100.00
Psychological Dimensions, PC	Recruitment	1,100.00
Hoffman, Parker, Wilson & Carberry PC	Legal	1,127.50
Hoffman, Parker, Wilson & Carberry PC	Legal	728.32

Public Safety (Cont.)

Whitewater Express Carwash
Tyler Technologies, Inc
Stauffer, Joey
Grand Ave Grill
Grand Ave Grill
Stout House
FBI-LEEDA
Paper Wise
Steven A. Nofziger
Transunion Risk & Alternative Data Solution

Total Public Safety

Repair & Maintenance Services 76.40
Computer Support 869.49
Travel 22.16
Meeting Expense 35.19
Meeting Expense 64.13
Meeting Expense 30.36
Training & Travel - Grants 350.00
Contract Payments 60.00
Contract Payments 400.00
Contract Payments 100.00

\$ 42,222.20**Buildings & Grounds**

CEBT
Rocky Mountain Reserve
Standard Insurance Company
Cintas Corporation
Staples
Alpine Lumber Co.
Eagle Lock & Key
Ferguson Enterprises, Inc.
Grainger
Gypsum Eagle Ace Hardware
Home Depot Credit Services
Oldcastle SW Group Inc
Paint Bucket
Summit Supply Corporation
Superior Alarm & Electronics
Wiemers Heating & Sheetmetal, Inc
Wylaco Supply Co
Collett Enterprises
Fleet Services
Home Depot Pro
Summit Supply Corporation
Black Hills Energy
Holy Cross Energy
Jerry-master Janitorial
Eagle Lock & Key
Superior Alarm & Electronics
Vail Honeywagon
Venzor Carpet Cleaning
Wiemers Heating & Sheetmetal, Inc

Total Buildings & Grounds

Health & Insurance Benefits \$ 4,776.14
Health Insurance Claims Paid 507.45
Health & Life Ins. Payable 289.54
Office Supplies 33.73
Office Supplies 8.00
Repair & Maintenance Supplies 94.51
Repair & Maintenance Supplies 460.00
Repair & Maintenance Supplies 41.90
Repair & Maintenance Supplies 145.58
Repair & Maintenance Supplies 263.09
Repair & Maintenance Supplies 65.91
Repair & Maintenance Supplies 525.11
Repair & Maintenance Supplies 49.14
Repair & Maintenance Supplies 172.95
Repair & Maintenance Supplies 15.00
Repair & Maintenance Supplies 450.00
Repair & Maintenance Supplies 21.14
Gas & Oil 696.10
Gas & Oil 693.68
Janitorial Supplies 252.26
Communication & Transportation 42.00
Utility Services 6,060.11
Utility Services 3,927.13
Janitorial Maintenance Contracts 4,316.00
Repair & Maintenance Services 180.00
Repair & Maintenance Services 738.00
Repair & Maintenance Services 169.07
Repair & Maintenance Services 325.50
Repair & Maintenance Services 300.00

\$ 25,619.04**Information Center**

CEBT

Health & Insurance Benefits \$ 6.00

Total Information Center**\$ 6.00****Marketing & Events**

CEBT

Health & Insurance Benefits \$ 3,559.11

Marketing & Events (Cont.)

Rocky Mountain Reserve	Health Insurance Claims Paid	330.37
Standard Insurance Company	Health & Life Ins. Payable	155.49
Amazon	Office Supplies	74.88
Apple Store	Office Supplies	157.90
Staples	Office Supplies	20.99
Target	Office Supplies	34.49
Copy Copy	Promotional Materials	8.40
Mountain Lifestyle LLC	Media	898.00
Bookworm Of Edwards	Meeting Expense	9.25
Color Coffee Roasters	Meeting Expense	6.83
Hovey & Harrison	Meeting Expense	5.01
Stout House	Meeting Expense	13.85
Yeti's Grind	Meeting Expense	5.36
Total Marketing & Events		\$ 5,279.93

Engineering

CEBT	Health & Insurance Benefits	\$ 2,341.26
Rocky Mountain Reserve	Health Insurance Claims Paid	227.08
Standard Insurance Company	Health & Life Ins. Payable	168.75
Cintas Corporation	Office Supplies	33.73
Quill Corporation	Office Supplies	295.99
Fleet Services	Gas & Oil	132.54
Total Engineering		\$ 3,199.35

Information Technology

Rocky Mountain Reserve	Health Insurance Claims Paid	\$ 17.71
Amazon	Office Supplies	281.44
SHI International Corp	Equipment (Non-Capital)	26,810.00
Verizon Wireless, Bellevue	Equipment (Non-Capital)	349.99
Century Link	Utility Services	6,842.67
Verizon Wireless, Bellevue	Utility Services	1,807.25
Mammoth Networks	Computer Support	755.00
Performance Enhancements, Inc.	Computer Support	25,733.48
TEC Integration, Inc.	Computer Support	200.00
High Country Copiers	Contract Payments	278.93
US Bank Equipment Finance	Contract Payments	1,333.48
Xerox Financial Services LLC	Contract Payments	190.53
Total Information Technology		\$ 64,600.48

TOTAL GENERAL FUND**\$ 249,152.39****CAPITAL IMPROVEMENTS FUND**

Zehren And Associates, Inc	Grand Avenue Improvements	\$ 41,907.15
Total CAPITAL IMPROVEMENTS FUND		\$ 41,907.15

WASTE WATER FUND

CEBT	Health & Insurance Benefits	\$ 5,529.76
Rocky Mountain Reserve	Health Insurance Claims Paid	692.63
Standard Insurance Company	Health & Life Ins. Payable	458.33
Staples	Office Supplies	10.99

WASTE WATER FUND (Cont.)

Western Slope Supplies Inc
Mid-American Research Chemical
Polydyne Inc.
Grainger
Water Technology Group
Fleet Services
106 West Logistics
Federal Express Corp.
Nextrust Inc
Western Slope Supplies Inc
Black Hills Energy
Holy Cross Energy
Info Cubic
Chase Paymentech
Xpress Bill Pay
LRE Water
Denali Water Solutions LLC
Browns Hill Engineering
Utility Notification Center Of Colorado
Eagle River Water & Sanitation District
Energy Laboratories Inc
Seacrest Group
SGS North America Inc
Wilson, Stephan
Colo Cert Water Professionals

Total WASTE WATER FUND

Office Supplies 22.35
Operating Supplies 544.25
Operating Supplies 9,315.00
Repair & Maintenance Supplies 707.91
Repair & Maintenance Supplies 10,944.00
Gas & Oil 194.33
Communication & Transportation 200.00
Communication & Transportation 66.75
Communication & Transportation 338.55
Communication & Transportation 1.85
Utility Services 10,248.75
Utility Services 9,582.07
Recruitment 28.67
C.C. Transaction Fees 585.44
C.C. Transaction Fees 312.41
Engineering 5,907.00
Sludge Disposal 1,706.29
Repair & Maintenance Services 566.50
Repair & Maintenance Services 10.83
Testing & Permits 3,980.00
Testing & Permits 326.00
Testing & Permits 1,375.00
Testing & Permits 2,000.30
Meeting Expense 63.72
Tuition & Books 50.00

\$ 65,769.68**WATER FUND**

CEBT
Rocky Mountain Reserve
Standard Insurance Company
Cintas Corporation
Staples
DPC Industries, Inc.
Grainger
Grand Junction Pipe & Supply
Gypsum Eagle Ace Hardware
Native Electric
Pipestone Equipment, LLC
United Rentals (North America) Inc
USA Blue Book
Fleet Services
CH Diagnostic & Consulting Ser, Inc
Federal Express Corp.
Nextrust Inc
United Parcel Service, Inc.
USA Blue Book
AmeriGas
Black Hills Energy
Holy Cross Energy

Health & Insurance Benefits \$ 8,977.21
Health Insurance Claims Paid 814.97
Health & Life Ins. Payable 542.12
Office Supplies 33.73
Office Supplies 11.00
Operating Supplies 360.00
Repair & Maintenance Supplies 718.60
Repair & Maintenance Supplies 1,365.17
Repair & Maintenance Supplies 55.93
Repair & Maintenance Supplies 1,876.89
Repair & Maintenance Supplies 15,463.00
Repair & Maintenance Supplies 401.53
Repair & Maintenance Supplies 1,675.70
Gas & Oil 459.09
Communication & Transportation 120.00
Communication & Transportation 53.26
Communication & Transportation 338.56
Communication & Transportation 205.51
Communication & Transportation 88.45
Utility Services 6,020.95
Utility Services 248.99
Utility Services 8,303.17

WATER FUND (Cont.)

Info Cubic	Recruitment	28.68
Chase Paymentech	C.C. Transaction Fees	910.69
Xpress Bill Pay	C.C. Transaction Fees	490.92
Garfield & Hecht, P.C.	Legal	444.00
LRE Water	Engineering	1,935.50
CRWCD - Enterprise Fund	Wolford Mtn. Reservoir-CRWCD	24,390.00
CRWCD - Enterprise Fund	Water Storage CRWCD-HBE	10,722.00
Native Electric	Repair & Maintenance Services	1,936.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	10.83
Vail Honeywagon	Repair & Maintenance Services	189.05
CH Diagnostic & Consulting Ser, Inc	Testing & Permits	1,770.00
Eagle River Water & Sanitation District	Testing & Permits	500.00
Energy Laboratories Inc	Testing & Permits	326.00
SGS North America Inc	Testing & Permits	2,039.23
Colo Cert Water Professionals	Tuition & Books	50.00
Mott MacDonald	Tank Replacement	4,532.50
Total WATER FUND		\$ 98,409.23

REFUSE FUND

Nexttrust Inc	Communication & Transportation	\$ 338.56
Chase Paymentech	C.C. Transaction Fees	130.10
Xpress Bill Pay	C.C. Transaction Fees	71.41
Vail Honeywagon	Contract Services	51,870.69
Total REFUSE FUND		\$ 52,410.76

SALES TAX CAPITAL IMPROVEMENTS FUND

NV5, Inc	Professional Services	\$ 2,720.00
Bushong & Holleman PC	Legal	137.50
Hoffman, Parker, Wilson & Carberry PC	Legal	165.00
S2O Design & Engineering	Construction	2,345.00
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 5,367.50

OPEN SPACE FUND

CEBT	Health & Insurance Benefits	\$ 1,026.21
Rocky Mountain Reserve	Health Insurance Claims Paid	154.32
Standard Insurance Company	Health & Life Ins. Payable	118.08
Vail Honeywagon	Repair & Maintenance Services	185.09
Total OPEN SPACE FUND		\$ 1,483.70

Total		\$ 514,500.41
Payroll		\$ 366,804.45
Grand Total		\$ 881,304.86



To: Mayor Turnipseed and Town Council

From: Community Development

Date: April 12, 2022

Agenda Item: Resolution 25, Series 2022, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Amended and Restated Agreement for Professional Services with Clarion Associates”

REQUEST:

For Town Council to review and approve the amended Professional Services Agreement (PSA) between the Town of Eagle and Clarion Associates.

INTRODUCTION:

Town of Eagle selected Clarion Associates for the Land Use and Development Code update project, also known as ReCode Eagle. Town Council approved the original PSA through Resolution 43, Series 2021 on June 8, 2021. Since the original approval, the Town of Eagle has received a grant from the Department of Local Affairs (DOLA) that will fund two initiatives to address affordable housing. The first will help the community understand local housing needs through a housing assessment that will be completed by another consultant. The second initiative is an Innovative Affordable Housing Report that will provide regulatory tools to encourage affordable housing in the Town. Staff would like to expand the scope of work with Clarion Association to have the Innovative Affordable Housing Report completed and implemented in conjunction with ReCode Eagle.

ANALYSIS:

The expanded scope of work has Clarion Associates working to identify potential regulatory barriers and share findings/request input from the public, the Land Use and Development Code Update Committee, Planning & Zoning Commission and Town Council. There will be public outreach that specifically focuses on housing with the Town’s marginalized and vulnerable populations. Finally, Clarion Associates will provide a report that includes policy recommendations and a summary of the outreach process.

The amended agreement has a modified scope of work found in Exhibit A. The Town’s template PSA has been modified since the Town approved the original PSA with Clarion Associates. Included in this amendment is an update to provisions regarding legal employment (Section IX).

COMMUNITY INPUT:

Not applicable at this step.

BUDGET / STAFF IMPACT:

The original PSA for ReCode Eagle approved a project cost of \$100,250. With the expanded scope of work, the proposed project cost will increase to \$126,500.

The two initiatives that make up the Innovative Housing Strategies project total \$60,250. Of that amount, the Town was awarded \$45,000 from the DOLA. The project costs are accounted for in the 2022 Budget. The housing assessment is anticipated to cost \$34,000 and the Innovative Affordable Housing Report will total \$26,250.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Innovative Affordable Housing Report supports the Strategic Plan's major objective to Diversify the Attainable Housing Stock by empowering the Council with regulatory tools to create opportunities for diversified, attainable housing.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 25, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Amended and Restated Agreement for Professional Services with Clarion Associates.

ATTACHMENTS:

- Amended Professional Services Agreement
- Resolution 43, Series 2021 with original Professional Services Agreement ([LINK](#))
- Resolution 25, Series 2022

AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 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 Clarion Associates, LLC ("the Contractor") an independent contractor with an address of 1600 Stout Street, Denver, CO 80202 (each a "Party" and collectively the "Parties").

WHEREAS, on June 8, 2021, the Parties entered into an Agreement for Professional Services; and

WHEREAS, the Parties wish to amend the original agreement and replace it with this Agreement.

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$126,500, and increase of \$26,250 to the original agreement. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Workers' Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be cancelled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance showing the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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 this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of

any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. *Certification.* By entering into this Agreement, Contractor hereby certifies that at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker

without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

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

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

X. 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 constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent 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 hereto, shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its 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 Town and its officers, attorneys or employees.

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CLARION ASSOCIATES, LLC

Don Elliott, Director

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2022, by _____ as _____ of Contractor Associates.

My Commission expires:

(SEAL)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public contractor under contract with Town of Eagle (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Task 1: Project Initialization and Schedule

1.1 Project Orientation Meetings

Contractor shall work with staff to schedule and facilitate a project kick-off meeting with the Project Leadership Team. Topics shall include overall project goals, scope, and schedule; ongoing Town activities that may impact the Land Use Code rewrite; and initial strategies for public involvement. At the same time as the project kick-off meeting, Contractor shall hold a series of project orientation meetings with Town staff and stakeholders. Get-acquainted meetings shall be held with the elected and appointed officials as recommended by Town staff.

- **Initial Planning and Meeting.** The team shall work with the Town Project Leadership Team to arrange an initial meeting and kick-off with the Town appointed Land Use and Development Code Update Committee (LUDC Update Committee). During this meeting, Contractor shall provide an introduction to the project scope and schedule, learn about the Commission's overall goals for this project, and brainstorm with Commission members about how best to generate meaningful stakeholder involvement.

- **Stakeholder Interviews.** Contractor shall begin the public participation process by facilitating detailed discussions of land development issues with a variety of Town stakeholders. These discussions shall be held on one-on-one or in very small groups with individuals who are familiar in some way with the existing code or land use issues generally in the Town, such as neighborhood advocates, developers, business owners, consultants, and attorneys. If recommended by the Town, Contractor also shall facilitate a general meeting or open house on the same trip to introduce the project to the broader public.

1.2 Public Participation Plan

Contractor and staff will discuss and finalize a detailed public participation plan. The plan will take full advantage of the various forums available to the Town for inclusive involvement, including open house and more interactive meeting formats. In particular, the plan will emphasize public involvement, regular workshop meetings with the LUDC Update Committee, regular reports to elected and appointed officials, and public meetings at important milestones during the process. Other issues the draft public participation plan shall address include:

- **The role of the Planning and Zoning Commission and LUDC Update Committee** in helping to educate and inform the public.

- **Potential educational opportunities.** "Zoning 101" and similar presentations to help inform the public about the need for an updated Land Use Code and some of the topics the Town is looking to address through the rewrite.

- How we will reach residents and groups whom, for a variety of reasons, are not apt to engage electronically. We will take advantage of Eagle’s small size and make sure that we identify both how to engage our “high-touch” participants and then ensure that we specifically invite them into the project.

- The overall schedule/timeline for public participation activities. The plan will document key milestones at which the public will be engaged, including the expected materials that will be made available and presented. Our proposed project schedule later in this proposal includes the milestones for which we expect trips and public meetings to occur.

- How technology will be used to keep stakeholders informed about project progress. While the key technological tool will be the project website, Contractor also regularly use social media tools (e.g., Twitter, Instagram, Facebook) to supplement the website.

The draft public participation plan shall be developed following the project initiation meetings and based on staff comments. Contractor shall prepare a revised version for implementation throughout the duration of the project.

1.3 Ongoing Project Management

As part of the project orientation task, Contractor shall work with Town staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods.

Throughout the duration of this project, Contractor shall be available to participate in regular conference calls, as needed, to assist in providing relevant project reviews and updates.

Task 1 Summary: Project Initialization and Schedule

	Clarion Responsibilities	Town Staff Responsibilities
Deliverables		
Task 1.1	• Project kick-off memo	• Provide background materials • Review and comment on draft memo
Task 1.2	• First draft public participation plan • Revised public participation plan	• Review and comment on public participation plan
Task 1.3	• Draft and maintain detailed drafting schedule • Participate and send agendas for regular project management calls	• Review and comment on draft schedule • Participate in regular project management calls

Task 1 Summary: Project Initialization and Schedule

	Clarion Responsibilities	Town Staff Responsibilities
Trips and Meetings		
Trip 1 (Elliott, Garvin) Project kick-off meetings	• Draft agenda • Participate in meetings • Meet with Town staff • Tour of Eagle • Meet with LUDC UC • Conduct stakeholder interviews • Record notes from all meetings	• Review and comment on agenda • Schedule meetings with internal Town staff and officials • Coordinate meeting logistics (scheduling, meeting space, food, etc.) • Organize tour and distribute tour maps/materials in advance (if applicable) • Participate in meetings • Review and comment on trip materials

Task 2: Code Assessment and Outline of Proposed Changes

2.1 Code Assessment – Staff Draft

Contractor shall prepare a detailed assessment of the current Land Use Code and related regulations. Generally, this assessment shall address:

- The Code’s effectiveness in implementing, and consistency with, the adopted Town of Eagle Comprehensive Plan
- Overall organization and user-friendliness of the Code;
- Alignment with local, state, and federal laws;
- Strengths and weaknesses of the existing Code related to specific topics; and
- Regional and national best practices relevant to Eagle.

The assessment report shall address in detail how the current regulations respond to the project objectives listed in the RFP and identified through the Phase 1 stakeholder outreach, such as creating Town-specific mixed-use districts and updating standards to address hazards. The report shall also identify various related Town projects underway that may need to be integrated into or reflected in the new code in some way.

Contractor shall also prepare a detailed, annotated outline of the proposed Land Use Code changes that incorporates feedback Contractor heard during the Task 1 outreach and recommendations made in the overall code assessment. The annotated outline shall provide detailed recommendations for an improved organizational structure and describe how the new code shall be integrated with other Town regulations and ordinances. The annotated outline shall include a description of options to consider, and commentary explaining the rationale for any recommended approaches.

The first draft of the Code Assessment will be for internal staff review only, to provide Contractor with substantive feedback and identify any factual errors or major issues that should be clarified or adjusted in the document prior to public review.

2.2 Code Assessment – Public Draft

Following staff preparation of one round of consolidated written comments, Contractor shall prepare and release a public draft of the assessment report. Contractor shall attend a meeting with the LUDC Update Committee and schedule one general public meeting to discuss the report and collect comments. The general objective of these meetings will be to gain consensus on the general scope and parameters of the issues to be addressed in the drafting of the revised code. Contractor shall also use these discussions as an opportunity to identify critical issues where more extensive community-based conversation will be needed to move toward shared resolution.

Task 2 Summary: Data Collection and Code Assessment

	Clarion Responsibilities	Town Staff Responsibilities
Deliverables		
Task 2.1	Staff draft Code Assessment and Outline of Proposed Changes	Provide one round of consolidated written staff comments
Task 2.2	Public draft Code Assessment and Outline of Proposed Changes Presentation materials as necessary (PowerPoints, handouts, boards)	Review and comment (any edits will be reflected during drafting)
Trips and Meetings		
Trip 2	Meet with Town staff Present assessment and outline to LUDC UC Present assessment and outline to appointed and elected officials	Coordinate meeting logistics (scheduling, meeting space, food, etc.) Review and comment on trip materials

April 2022 Amendment: Contractor shall also review the current Code and identify potential regulatory barriers to the creation of affordable housing. Contractor shall review the housing barriers issues list with the Town for feedback and further input and then schedule a series of public outreach meetings to discuss potential existing regulatory barriers and identify community perceptions and preferences for affordable housing solutions in the update. The affordable housing outreach meetings may be undertaken in conjunction with other community-wide project meetings. Contractor shall share a housing outreach summary with the Planning Commission and the Town Council. The issues analysis, community input, and Town Council guidance will then be pulled together into a Preliminary Housing Assessment that is shared with the community.

Task 3: Prepare Draft Land Use Code

3.1 Draft Land Use Code – Staff Drafts

Following completion of the Code Assessment, and any subsequent refinements from Task 2, Contractor shall begin working on the new draft Land Use Code according to the agreed-upon structure, format, style, and sequencing. Document drafts shall be user-friendly and include all the substantive new materials discussed in the earlier reports. The drafts shall emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. The drafts shall include commentary and footnotes to explain changes from current regulations and practice and the rationale behind each new provision. The commentary and footnotes shall also demonstrate how the revised code addresses the issues noted in the Assessment and Outline.

- Installment 1 – Districts and Uses. This installment will focus on updating the current lineup of zone districts to align with Elevate Eagle along with other Town plans and policies. Contractor shall work closely with the Town to ensure that the future land use designations (as amended) align with the new lineup of districts. The use regulations will also be included in this installment, including revisiting the categories and specific use types, and the level of permission related to each zone district.

- Installment 2 – Development Standards. This installment will focus on the development quality standards, such as parking, landscaping, access and circulation, sensitive area protection, building and site design, and exterior lighting. Context-sensitive design standards shall be considered with the development standards and will be integrated and reconciled with any standards drafted during the zoning districts installment. Contractor shall work with staff to identify the appropriate location for and potential integration of standards within and outside the Land Use Code.

- Installment 3 – Administration and Procedures. This installment will focus on streamlining the current procedures for development review applications. This installment will also include the general provisions of the Land Use Code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate land use, relationship to other codes, nonconformities, and enforcement of the code).

April 2022 Amendment: Following completion of the Eagle Comprehensive Affordable Housing Assessment (the "CAHA") to be performed by a third-party consultant, Contractor shall prepare a set of housing-specific Code amendments (or, depending on the timing of the CAHA, identify housing-specific amendments that have been drafted into earlier Code Installments). These edits shall include:

- Proposed Local Employee Residency Program (LERP) and Code § 4.01.011 updates;
- Proposed changes to zone districts, zone district dimensions, permitted uses, and use standards;

- Recommendations for updated and expedited procedures; and
- Changes to general provisions such as definitions and standards for nonconformities.

Contractor shall review the housing-specific amendments with staff, edit as needed, and schedule a second round of affordable housing public engagement with the community. This second round of outreach will be specifically focused on conversations about housing change with the Town's marginalized and vulnerable populations. The housing amendments outreach meetings may be co-scheduled with one of the other drafting Installments to encourage broader participation. Contractor shall share a second housing outreach summary with the Town and incorporate preferred approaches into the full draft Code.

3.2 Draft Land Use Code – Public Drafts

Following staff delivery of consolidated Town comments, Contractor shall revise each installment and prepare a public draft for distribution and presentation to the LUDC Update Committee, the Planning and Zoning Commission, key stakeholders, and the general public according to the public participation plan.

Following distribution of the public drafts, Contractor shall return to the Town to facilitate meetings on each installment. Once the public draft of the first installment is delivered, Contractor shall begin working on the staff draft of the second installment, and so forth. Comments from staff and the public on each public draft installment shall be collected and addressed the adoption draft in Task 4.

Task 3 Summary: Prepare Draft Land Use Code

	Clarion Responsibilities	Town Staff Responsibilities
Deliverables		
Task 3.1	Staff draft installment 1 Staff draft installment 2 Staff draft installment 3 Staff draft Housing Amendments	Provide one round of consolidated written staff comments
Task 3.2	Public draft installment 1 Public draft installment 2 Public draft installment 3 Incorporate public draft Housing Amendments in appropriate locations	Review and comment (any edits will be reflected during drafting) Collect, categorize, and reconcile public comments
Trips and Meetings		
Trips 3 – 5 (Garvin/Elliott and Green)	Meet with Town staff Present Installments to LUDC UC Present Installments to appointed and elected officials as necessary Public meetings per the public participation plan	Coordinate meeting logistics (scheduling, meeting space, food, etc.) Review and comment on meeting materials Participate in meetings and presentations

Task 4: Adoption Draft Land Use Code and Adoption

4.1 Draft Land Use Code – Full Draft

Based on comments received from staff, the LUDC Update Committee, the Planning and Zoning Commission, Town Council, other stakeholders, and the general public, Contractor shall revise the public draft installments to create a full Draft Eagle Land Use Code. This draft will be the first draft to include all of the components of the new Land Use Code, an important milestone for understanding how each of the installments relate to each other. As with the installments, Contractor shall prepare first a staff draft of the full draft Eagle Land Use Code.

After a final round of stakeholder outreach and written feedback on the staff draft, Contractor shall prepare the public draft to be carried forward into the adoption process. This draft shall include final versions of illustrations, charts, tables, and revised text and will address any outstanding issues noted in earlier tasks. Following distribution of the adoption draft, Contractor shall return to the Town to present the draft to the LUDC Update Committee and Planning and Zoning Commission.

4.2 Land Use Code Document

Contractor shall prepare a final adopted version of the new Land Use Code based on comments and direction from the meetings on the adoption draft. This final version shall be prepared as an interactive and searchable PDF.

Concurrent with the Code adoption process, Contractor will prepare a short summary report describing the outreach processes and drafting outcomes accomplished through the Innovative Affordable Housing update work.

Task 4 Summary: Draft Land Use Code and Adoption

Clarion Responsibilities		County Staff Responsibilities
Deliverables		
Task 4.1	Adoption draft Land Use Code	Review and comment (any edits will be reflected in final draft) Collect, categorize, and reconcile public comments
Task 4.2	Final Land Use Code	Review final draft and submit to Town
Trips and Meetings		
Trips 6 and 7 (Elliott and Garvin)	Meet with Town staff Present adoption draft Land Use Code to appointed and elected officials as necessary	Coordinate meeting logistics (scheduling, meeting space, food, etc.) Review and comment on meeting materials Participate in meetings and presentations

Task 5: Additional Services

Clarion is available either on-call or on per-task basis to help the Town with continuing Land Use Code implementation. We have worked with communities around the state to educate decision-makers, update application forms, and create web-based information systems that allow users direct access to relevant code and development information.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 25
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL
SERVICES WITH CLARION ASSOCIATES, LLC

WHEREAS, a strategic goal in the 2020 Strategic Plan for the Town is to revise the existing Land Use and Development Code;

WHEREAS, the Town approved the Professional Services Agreement with Clarion Association for the update to the Land Use and Development Code on June 8, 2021;

WHEREAS, the Town received a grant from the Department of Local Affairs to address affordable housing in the community and the Town wishes to have Clarion Associates, LLC prepare an Innovative Affordable Housing Report;

WHEREAS, the Town has funds in the 2022 budget for the update to the Land Use and Development Code and the Innovative Affordable Housing Report; and

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety and welfare to approve an Amended and Restated Professional Services Agreement with Clarion Associates, LLC in the amount of \$126,500, an increase of \$26,250 to the original agreement.

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

Section 1. The Town Council hereby approves the Amended and Restated Agreement for Professional Services with Clarion Associates, LLC in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 12, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Tom Gosiorowski, PE, Public Works Director
Date: April 6, 2022
Re: Resolution 2022-27, Approval of Reimbursement Agreement With Union Pacific Railroad
Related To The Grand Avenue Corridor Project

REQUEST:

Staff is requesting the Council approve entering into a reimbursement agreement with the Union Pacific Railroad Company (UPRR) for preliminary engineering services related to the Grand Avenue Corridor Project.

INTRODUCTION:

The conceptual design of improvements along Grand Avenue envisions widening, roundabouts, and roads/driveways crossing the Union Pacific Railroad tracks. This Reimbursement Agreement is necessary in order to engage the UPRR in review and discussion of our proposed design for the purpose of eventually entering in to a Construction And Maintenance Agreement that would allow these roadway facilities to be constructed on property owned by the UPRR.

UPRR requires that a reimbursement agreement, very similar to the one we enter into with prospective land developers, be entered into. The agreement provides that the Town will reimburse UPRR up to \$100,000 for their work reviewing our proposal and application.

BUDGET/STAFF IMPACT:

The Town has budgeted \$400,000 in the Capital Improvements Fund expenditures in FY2022 for planning and engineering associated with the Grand Avenue Corridor Project. Expenses incurred under this agreement will be paid from this appropriation.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Entering into this agreement will further the Town's pursuit of completion of the Grand Avenue Corridor project which is consistent with the Strategic Plan Major Objective of Match Infrastructure To Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Resolution No. 27, Series 2022, a resolution of the Town Council of the Town of Eagle, Colorado, approving a reimbursement agreement between the Town of Eagle and the Union Pacific Railroad Company.

ATTACHMENTS:

Resolution 27, Series 2022
Reimbursement Agreement Preliminary Engineering Services

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 27
(Series 2022)

**A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE TOWN OF
EAGLE AND UNION PACIFIC RAILROAD COMPANY**

WHEREAS, the Town of Eagle desires to contract with Union Pacific Railroad Company for engineering services related to a project to modify the road crossings referred to in the agreement, including nearby intersections at Grand Avenue, as well as further investigate a new pedestrian overpass at a locaton to be determined at a later date, and to investigate the use of Union Pacific Property for the Grand Avenue corridor improvement project pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, Union Pacific Railroad Company agrees to perform such services on the terms and conditions set forth in Exhibit "A"; and

WHEREAS, this Reimbursement 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 a Reimbursement Agreement with Union Pacific Railroad Company to engineering services attached as Exhibit "A."

RESOLVED, APPROVED, AND ADOPTED THIS 12TH DAY OF APRIL 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Agency: TOWN OF EAGLE, COLORADO

Estimate: \$100,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**the Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom
Printed Name

Title

Manager I, Engineering – Public Projects
Title

Exhibit A

Project Description and Location

Project Description

Town of Eagle, CO proposes to modify the crossings referred to below including nearby intersections at Grand Avenue, as well as further investigate a new pedestrian overpass at a location to be determined at a later date.

Location

Tennessee Pass Subdivision

DOT	Crossing Type	Milepost	Street Name
253547S	Private	328.818	Private – Ping Lane
253548Y	Public	329.15	Brooks Lane
253549F	Private	329.567	Violet Lane

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C

Billing Contact Information

Name	Tom Gosiorowski
Title	
Address	1050 Chambers Avenue, P.O. Box 609, Eagle, CO, 81631
Work Phone	(970) 328-6678
Cell Phone	
Email	tom.gosiorowski@townofeagle.org
Agency Project No.	



To: Mayor Turnipseed and Town Council

From: Community Development

Date: April 12, 2022

Agenda Item: Resolution 28, Series 2022, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc.”

REQUEST:

For Town Council to review and approve the Professional Services Agreement (PSA) between the Town of Eagle and Economic & Planning Systems, Inc. (EPS) to complete a Comprehensive Affordable Housing Assessment (Housing Assessment).

INTRODUCTION:

The Town of Eagle has received a grant from the Department of Local Affairs (DOLA) that will fund two initiatives. The first initiative will help the community understand local housing needs and develop program strategies through the Housing Assessment. The second initiative is an Innovative Affordable Housing Report (Housing Report) that will identify regulatory barriers and provide policy recommendations for the Land Use and Development Code to encourage affordable housing in the Town.

ANALYSIS:

The Town published a Request for Proposal for the Housing Assessment in January of 2022. The Town received three proposals and determined EPS to be the most qualified consultant. EPS has conducted similar housing assessments across the western slope, having worked in Vail, Gypsum, Lake County, Summit County, and the Roaring Fork Valley. EPS has experience in the Town of Eagle and is currently assisting with the Grand Avenue Corridor Plan. Through previous work, EPS comes to the table with relevant local data from which to expand upon through the Housing Assessment.

The scope of work in the PSA has EPS accomplishing five tasks that are summarized below. Additional details can be found in Exhibit A of the PSA.

- Task 1: Project Initiation
This first task has EPS coordinating with the Town to discuss relevant plans/studies and identify project issues.
- Task 2: Economic and Demographic Conditions

This task has EPS providing an analysis of housing demand metrics, economic and wage conditions, supply and demand, affordability conditions, cost burdens, housing instability and needs for the Town of Eagle. The needs of the Town will be considered in the context of the Eagle River Valley.

- Task 3: Housing Market Conditions, Inventory, and Gaps

This task provides an analysis of the housing market including rental, for-sale, and income restricted markets. Included is a housing gap analysis to understand existing and future housing needs.

- Task 4: Affordable Housing Strategies and Recommendations

EPS will provide recommendations on affordable housing programs that are informed from the findings of Tasks 2 and 3. These recommendations will be brought to Town Council in a workshop for Council's feedback.

- Task 5: Final Comprehensive Affordable Housing Assessment Report

The final deliverable will be the Comprehensive Affordable Housing Assessment Report that will provide findings, recommendations, and conclusions.

COMMUNITY INPUT:

Not applicable at this step.

BUDGET / STAFF IMPACT:

The PSA for the housing assessment approves a project cost of \$34,000 which is included in the 2022 Budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Assessment supports the Strategic Plan's major objective to Diversify the Attainable Housing Stock and furthers the strategic goal to develop a strategy for housing.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 28, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc.

ATTACHMENTS:

- Professional Services Agreement
- EPS Bid for RFP ([LINK](#))
- Resolution 28, Series 2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 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, Colorado 81631 (the "Town") and Economic & Planning Systems, Inc., an independent contractor with an address of 730 17th Street, Suite 630, Denver, CO 80202 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$34,000. This amount shall include all fees, costs and expenses incurred by

Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain,

and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Workers' Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be cancelled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance showing the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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 this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to

Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. *Certification.* By entering into this Agreement, Contractor hereby certifies that at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or

contracted with a worker without authorization who is performing work under this Agreement.

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

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

X. 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 constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent 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 hereto, shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its 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 Town and its officers, attorneys or employees.

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Economic & Planning Systems, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2022, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public contractor under contract with Town of Eagle (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Task 1: Project Initiation

- Contractor shall review and utilize all applicable background plans and studies, including the 2018 Eagle River Valley Housing Needs and Solutions study, Elevate Eagle Comprehensive Plan, and Land Use and Development Code Update. Contractor shall initiate the project with a virtual project kick-off meeting with town staff to review project work plan, schedule, and identify project issues and concerns as established by staff.

Task 2: Economic and Demographic Conditions

- Contractor shall prepare an economic and demographic analysis of the Town of Eagle and Eagle Valley, focusing on housing affordability and housing demand metrics, and economic and wage conditions. Key variables are anticipated to include, but not limited to those listed below. Data sources shall include, but are not limited to, the Town of Eagle, American Community Survey, Colorado State Demographer, and the Bureau of Labor Statistics (BLS). Additionally, a report will be obtained from AirDNA or LODGINGRevs to provide data for the short-term rental market in Eagle.

The analysis shall include 1) an analysis of the supply- and demand-side of the market, which is an identification of the fundamental economic and demographic conditions and patterns that characterize the region; and 2) an analysis of the affordability conditions, cost burden, housing instability or “financial stress indicators,” and needs (or housing gaps), which leverages the supply- and demand-side data.

To provide up-to-date economic data, the Colorado Department of Labor and Employment (CDLE) allows local jurisdictions to access the Quarterly Census of Employment and Wages (QCEW) data if they enter into confidentiality and data sharing agreement. This dataset provides detailed employment and wage data at a sub-county level of detail. Contractor, acting as an agent of local government, shall analyze this data to provide the most recent information available regarding employment trends, specifically job growth and growth by employment sector.

Economic data provided shall include:

Employment and Economic Base

- Total employment by industry
- Job trends by industry and wage level and number of jobs
- Wages by industry and the average annual wage
- Wage trends (average and by industry) compared to housing costs
- As data allows Employment demographics such as age of workforce
- As data allows Growth in number of jobs (since March 2020) vs number of workers

Demographics

- Population and household change
- Components of population change (e.g., migration, natural increase)
- Household characteristics (types and size)
- Renters and owners (tenure)
- Household income by AMI category; percentage of households by AMI category
- Residential development trends (building permits)
- Housing stock characteristics (e.g., age, unit type, vacancy, vacancy for seasonal use)
- Housing costs (rental rates and home sales)
- Short-term rental inventory (based on data obtained via AirDNA and/or LODGINGRevs)
- Existing LERP and affordable housing inventory
- Commuting estimates from the Longitudinal Employer-Household Dynamics data series published by the U.S. Census and Bureau of Labor Statistics

Task 3: Housing Market Conditions, Inventory, and Gaps

- Contractor shall provide an analysis of the Eagle housing market, including the rental, for-sale, and income restricted market segments. This task also includes a housing gap analysis to quantify existing and future housing needs and demand.

Task 3.1 – For-Sale Housing

- Obtain a database of home sales from either the Multiple Listing Service (MLS) through a study partner in the real estate industry, or through the County Assessor's office.
- Analyze trends in prices by area, age of home (new vs. resale), and unit type.
- If available in dataset, analyze trends in buyer/owner location (e.g., local vs. second home or investor buyer).

- Report average and median price by area, size of home, and age.
- Categorize home sales by the AMI range to which they are affordable using accepted affordability standards.

Task 3.2 – Rental Housing

Data on the rental housing market will need to come from a variety of sources, as the availability of published data is limited.

- Identify the main rental property owners or property managers and arrange confidential interviews or design a simple data collection form for distribution to be completed by property managers/owners. Utilize a confidentiality agreement that defines the terms of use of the data; data would not be disclosed for individual properties and only reported when aggregated with other respondents.
- Review and summarize classified ads (e.g., newspapers, Craigslist) for rental property listings over a period of time during the study to gather a sample.
- Analyze data to report the distribution of rent levels by rental unit type (multifamily, single family, other) and unit size (bedrooms), and by AMI level.

Task 3.3 – Affordable and LERP Housing Supply

- Summarize and report the number of income restricted, LERP, and Eagle Ranch Deed restricted housing units in Eagle. Provide overview of differences between two programs.
- Quantify the number constructed since 2010.
- Delineate the inventory by AMI level, recognizing the different deed restriction standards and corresponding income levels and price points.
- Identify any planned/proposed affordable developments.
- Meet with LERP administrators to discuss and identify challenges and merits of the existing program.

Task 3.4 – Housing Need and Gaps

- Based on the household income and housing market data analyzed in the previous tasks, Contractor shall perform a housing gap analysis to identify the income ranges, market segments, and household types with the greatest housing needs. Gaps will be identified for ownership and rental housing. The existing gap analysis, (also defined as the ‘catch up need’), will identify the degree of need by tenure and income level.
- In terms of future needs, (also defined as the ‘keep up need’), the consultant team will rely on Colorado Department of Local Affairs (DOLA)

projections for Eagle's future economic growth, and based on these projections, will estimate the amount of housing demand generated by future economic growth. The conclusions of this section will illuminate which segments of the community warrant the greatest attention to help prioritize housing resources. Additionally, this section shall provide an estimated number of units by housing type to meet the to catch up and keep up need.

Task 4: Affordable Housing Strategies and Recommendations

- Based on the housing gaps analysis, Contractor shall provide a summary of various affordable housing programs and regulations to be considered by the Town. This task is to provide a toolkit of options that can be implemented to address the current and future housing needs of Eagle. Additionally, existing housing programs and resources in Eagle, such as the Local Employee Residency Program (LERP), shall be evaluated based on their effectiveness and accessibility. Recommendations shall be provided for ways to improve existing programs to support the affordable housing needs and goals of Eagle. Identify public and private funding resources at a local, state, and federal level.
- To avoid duplicative efforts, the Contractor shall coordinate efforts with the Town's Innovative Housing Study that, in conjunction with the update to the Town of Eagle Land Use Code, will provide an analysis of regulatory strategies that promote affordable housing. This coordination shall be with Town staff, a 3rd party consultant, and other stakeholders as deemed necessary.
- Contractor shall conduct a workshop with Town leadership to review the findings of the previous tasks, and to develop a set of tools from a wide array of prospective affordable housing options with the goal of tailoring it to the local needs and resources.

Task 5: Final Comprehensive Affordable Housing Assessment Report

- Contractor shall provide a final Comprehensive Affordable Housing Assessment report that includes a summary of the detailed analysis outlined in this scope of work as well as a summary of the major findings, recommendations, and conclusions. This report shall be drafted to be accessible and useful for a wide audience that includes community members and local leadership. The report shall identify the roles of government in supporting/encouraging/providing/assisting the development and administration of affordable housing. The document shall also highlight what findings from previous plans are still relevant in the report. Policies and action items from the Elevate Eagle Comprehensive Plan that support recommended programs shall be outlined in the final report. The goal will be for this document to serve as a toolkit for future implementation.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town. The timeframes may be modified, as needed, with approval from the Town.

Task 1: Project Initiation	April/May 2022
Task 2: Economic and Demographic Framework	May/June 2022
Task 3: Housing Market Conditions and Gaps	June/July 2022
Task 4: Affordable Housing Strategies and Recommendations	July/August 2022
Task 5: Final Report	August/September 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 28
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ECONOMIC &
PLANNING SYSTEMS, INC.

WHEREAS, a strategic goal in the 2020 Strategic Plan for the Town is to develop a strategy for housing to diversify the attainable housing stock;

WHEREAS, the Town received a grant from the Department of Local Affairs to address affordable housing in the community and the Town wishes to have Economic & Planning Systems, Inc. prepare a Comprehensive Affordable Housing Assessment;

WHEREAS, the Town has funds in the 2022 budget for the preparation of a Comprehensive Affordable Housing Assessment; and

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety and welfare to approve a Professional Services Agreement with Economic & Planning Systems, Inc. in the amount of \$34,000.

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

Section 1. The Town Council hereby approves the Agreement for Professional Services with Economic & Planning Systems, Inc. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 12, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jim White, Interim Town Manager, Jenny Rakow, Town Clerk

Date: April 12, 2022

Agenda Item: Resolution 29, Series 2022 "A Resolution Approving a Memorandum of Understanding Between the Town of Eagle and U.S. Department of Interior, Bureau of Land Management, and Upper Colorado River District"

REQUEST: Consider approving Resolution 29, 2022, which authorizes staff to execute the Memorandum of Understanding Between the Town of Eagle and the U.S. Department of Interior, Bureau of Land Management, and Upper Colorado River District.

BACKGROUND: On February 24, 2022, a letter was received from Greg Larson, District Manager of the Upper Colorado River District inquiring if the town wished to accept being a Cooperating Agency in the planning and administration of public lands affecting Eagle.

ANALYSIS: The direction given at the March 8, 2022 meeting was to move forward via a Memorandum of Understanding. The Memorandum is attached as Exhibit A to the Resolution.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: No budget impact is anticipated.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item ideally aligns with Protecting Public Health, Safety and the Environment as it allows the town to participate in the planning of public lands surrounding Eagle, including Major Objective Focus on Recreation, Events and Open Space.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to APPROVE or DENY Resolution 29, Series 2022 "A Resolution Approving a Memorandum of Understanding Between the Town of Eagle and U.S. Department of Interior, Bureau of Land Management, and Upper Colorado River District"

ATTACHMENTS:

1. 2022-29 BLM MOU
2. BLM LETTER 2.24.22

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 29
(Series 2022)

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF EAGLE AND U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND
MANAGEMENT, AND UPPER COLORADO RIVER DISTRICT**

WHEREAS, the Town of Eagle desires to contract with the U.S. Department of the Interior, Bureau of Land Management, Upper Colorado River District (herein referred to as "BLM") and the Town of Eagle collectively referred to herein as "the Parties," establishing a cooperating agency relationship, providing a framework for cooperation and coordination, and documenting agreed upon procedures, roles and responsibilities associated with the preparation of the proposed Supplemental Environmental Impact Statement (SEIS) for the Colorado River Valley Field Office (CRVFO) and Grand Junction Field Office (GJFO) Resource Management Plans (RMP) more further defined in the attached Exhibit "A" according to the terms and conditions set forth therein; and

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

WHEREAS, this Memorandum of Understanding 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 a Memorandum of Understanding with the U.S. Department of the Interior, Bureau of Land Management, Upper Colorado River District to form a cooperating agency relationship as described in Exhibit "A."

RESOLVED, APPROVED, AND ADOPTED THIS 12TH DAY OF APRIL 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

**MEMORANDUM OF UNDERSTANDING
AMONG THE
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,
UPPER COLORADO RIVER DISTRICT
AND
TOWN OF EAGLE
FOR
DEVELOPMENT OF THE
SUPPLEMENTAL EIS FOR THE COLORADO RIVER VALLEY AND
GRAND JUNCTION RESOURCE MANAGEMENT PLANS**

I. Introduction

The U.S. Department of the Interior, Bureau of Land Management, Upper Colorado River District (herein referred to as “BLM”), and Town of Eagle, collectively referred to herein as “the Parties,” enter this Memorandum of Understanding (MOU) establishing a cooperating agency relationship, providing a framework for cooperation and coordination, and documenting agreed upon procedures, roles and responsibilities associated with the preparation of the proposed Supplemental Environmental Impact Statement (SEIS) for the Colorado River Valley Field Office (CRVFO) and Grand Junction Field Office (GJFO) Resource Management Plans (RMP).

The BLM is the lead agency with responsibility for the completion of the SEIS and the Record of Decision. The BLM acknowledges that the Cooperator has special expertise applicable to the SEIS effort, as defined at 40 CFR §1508.1. Town of Eagle is a Cooperating Agency due to expertise with potential impacts to the community.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.7-8), the BLM’s planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5). This MOU will facilitate an environmental review process that will satisfy the purpose for the SEIS.

II. Background

The Wilderness Workshop, Western Colorado Congress, Natural Resources Defense Council and Sierra Club challenged the 2015 CRVFO RMP in the U.S. District Court of Colorado (CV 16-cv-01822-LTB). In an opinion and order on October 17, 2018, the U.S. District Court for the District of Colorado found that the BLM violated NEPA on two

causes and ordered BLM and plaintiffs to reach agreement as to remedies. The plaintiffs and U.S. Department of Justice reached a settlement agreement to resolve the issue of remedy on September 16, 2019.

The two deficiencies identified by the court for the CRVFO RMP are “BLM failed to consider reasonable alternatives to oil and gas leasing and development” and “BLM failed, in part, to take a hard look at the severity and impacts of greenhouse gas (GHG) pollution. Namely, it failed to take a hard look at the reasonably foreseeable indirect impacts of oil and gas.”

The Center for Biological Diversity, The Wilderness Society and Wilderness Workshop challenged the 2015 GJFO RMP in the U.S. District Court of Colorado (CV 19-cv-02869). The Federal Government motioned for a voluntary remand (without vacatur and without ruling) of the decision to approve the GJFO RMP so that BLM can prepare supplemental analysis to address portions of the RMP analysis affected by the deficiencies identified in the CRVFO decision (CV 16-cv-01822-LTB).

The SEIS will consider one or more reasonable alternatives with respect to the lands that are allocated as open or closed to oil and gas leasing in the planning decision areas. The SEIS will quantify and reanalyze the indirect effects that combustion of oil and gas may have on greenhouse gas emissions associated with fluid mineral management alternatives considered in the Final EISs and the SEIS. The SEIS will have air quality analysis for the original four alternatives in the 2015 RMPs as well as for the new alternative(s). Analysis will also include other resources impacted by the new alternative(s). The No Action alternative for the SEIS will be the decisions approved for the 2015 RMPs for CRVFO and GJFO.

III. Purpose

- A. To recognize the BLM as the lead agency with responsibility for the completion of the SEIS and Record of Decision (ROD). The BLM determined a SEIS should be prepared consistent with the requirement from the court and the settlement agreement.
- B. To recognize Town of Eagle as a Cooperating Agency in the SEIS process.
- C. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the SEIS in a timely, efficient, and thorough manner that satisfies compliance requirements, including completion of a document in less than two years (Notice of Intent to Decision) and that is less than 150 pages in length, excluding appendices.
- D. To formalize the commitment among the Parties regarding their respective responsibilities and expertise in the SEIS process.

IV. Authority

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR §1501.7 and 1501.8.)
 - 2. U.S. Department of the Interior's NEPA regulations, 43 CFR parts 46, *et seq.*, and its regulation regarding Cooperating Agencies, 43 CFR § 46.225(d)
 - 3. Bureau of Land Management planning regulations (43 CFR 1601 *et seq.*)

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

V. Roles and Responsibilities

- A. Responsibilities of all Parties:
 - 1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
 - 2. Each party agrees the SEIS will be prepared in 150 pages or fewer (excluding appendices) and will be completed within two years of Notice of Intent publication.
 - 3. The Parties agree to comply with the planning schedule, which BLM will provide once the Notice of Intent date is known. The BLM anticipates providing Cooperating Agencies three weeks to review the internal draft SEIS, and two weeks to review the internal final SEIS.
 - 4. Each Party agrees to fund its own expenses associated with the project.
 - 5. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).
- B. Lead Agency (BLM) Responsibilities:
 - 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the draft SEIS, final SEIS and the Record of Decision. The BLM's responsibilities include determining the purpose of and need for the SEIS, selecting alternatives for analysis, identifying effects of the proposed alternatives, and selecting the preferred alternative. In

meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.

2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperators in the SEIS process, giving particular consideration to those topics on which the Cooperators are acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperators with copies of documents underlying the SEIS relevant to the Cooperators' responsibilities, including technical reports, data, analyses, comments received, and working drafts related to environmental reviews.
4. Ensure that Parties receive the internal draft SEIS and internal final SEIS and have an opportunity to review and comment on the documents.
5. Provide the schedule to Cooperating Agencies as soon as it is available. The schedule may or may not be modified if a party cannot meet a milestone.
6. Maintain records management and the decision file to provide for the official Project Record, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act, the Privacy Act, and/or other Federal law.
7. BLM shall have the lead role for National Historic Preservation Act (NHPA) and Section 106 compliance as well as NEPA compliance. This lead agency designation includes fulfilling the collective responsibilities of the Cooperating Federal Agencies under Section 106 of the NHPA for this undertaking on federally owned or managed lands, including tribal consultation per 36 CFR 800.2(a)(2).
8. BLM shall assume the lead role for special status species Section 7 consultation, if needed.

C. Cooperating Agency Responsibilities:

1. Communities participating as Cooperating Agencies in this SEIS process are recognized to have special expertise in the following areas: local land use information; socio-economics; soliciting public opinion; and engaging in matters relating to public land use.
2. The Cooperators will provide information, comments, and technical expertise to the BLM regarding those elements of the SEIS, and the data and analyses supporting them, in which it has special expertise or for which the BLM requests their assistance.
3. Within the areas of their special expertise, the Cooperator may participate in activities that include, but are not limited to providing guidance on public

involvement strategies; identifying data needs; assisting with alternative development to resolve issues; identifying effects of alternatives; and providing written comments on administrative drafts of the SEIS and supporting documents.

4. Provide comments within the timeframe identified in the schedule. Limit comments to those matters for which the Cooperating Agency has special expertise with respect to any environmental issue (40 CFR § 1501.8(7)).
5. If a milestone is anticipated to be missed, elevate any issue that may affect the ability to meet the schedule to BLM for timely resolution. Additional time may not be granted.

VI. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- C. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the SEIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the SEIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperators' views in the Draft SEIS and the Final SEIS. The BLM will also describe substantial inconsistencies between its preferred alternative and the objectives of state, local, or tribal land use plans and policies.
- E. Management of information. Any records or documents generated because of the project become part of the official BLM record maintained in accordance with BLM record management policies. The Cooperator acknowledges that all supporting materials and draft documents may become part of the project record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by §24-72-201 to 24-72-206, C.R.S. The Parties agree that the BLM at its discretion may withhold from the cooperators those documents that would otherwise be available for public release under 24-72-201 to 24-72-206,

C.R.S.

- F. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts. In the event any disagreement between the parties cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the Colorado BLM State Director to timely resolve the issue. The decision of the Colorado BLM State Director will be the final decision for purposes of resolving the issue. The Parties acknowledge that BLM retains final responsibility for the analysis and decisions identified in the SEIS and ROD.
- G. The BLM will retain a contractor to assist with portions of the SEIS preparation. Cooperators may communicate with the contractor only through BLM's representative. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of the contract.
- H. Contingent Upon Appropriations and Authorization. Where activities provided for in the agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the agreement.
- I. Contingent on Apportionment or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.

VII. Agency Representatives

Each Party will designate a representative as described in Attachment A to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative by providing written notice to the other Parties.

VIII. Administration of the MOU

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment: This MOU may be amended through written agreement of all signatories.
- C. Termination: If not terminated earlier, this MOU will end when the Final SEIS is accepted by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to the other Party.

D. Withdrawal: Any party may withdraw from the MOU with 30 days written notice.

IX. Signatures

The Parties hereto have executed this MOU on the dates shown below.

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By: _____ Date: _____

Greg Larson, District Manager, Upper Colorado District, BLM

Town of Eagle

By: _____ Date: _____

Jim White, Interim Town Manager

Attachment A

Agency Representatives

Bureau of Land Management

Representative:

Bruce Krickbaum

Project Manager

ucrd-seis@blm.gov

970-240-5399

Town of Eagle

Representative:

Jim White

Interim Town Manager

jim.white@townofeagle.org

970-328-6354

Backup Representative

Brian Lieberman

Open Space Manager

brian.lieberman@townofeagle.org

970-328-6542



United States Department of the Interior



Bureau of Land Management

Upper Colorado River District

2815 H Road

Grand Junction, Colorado 81506

In Reply

Refer to: 1610 (LLCOG00000)

Scott Turnipseed, Mayor
Town of Eagle
Post Office Box 609
Eagle, Colorado 81631

24 FEB 2022

Dear Mayor Turnipseed:

The Bureau of Land Management (BLM), Upper Colorado River District, will initiate a Supplemental Environmental Impact Statement (SEIS) for the Colorado River Valley Field Office (CRVFO) and Grand Junction Field Office resource management plans (RMP), both approved in 2015. We anticipate commencing the SEIS in the winter or spring of 2022.

Based on your prior participation and your expertise and/or jurisdiction, the BLM Upper Colorado River District is inviting the Town of Eagle to become a Cooperating Agency for the duration of the SEIS project. Cooperating Agency participation provides the opportunity for us to work together and to enhance the BLM's planning efforts.

I anticipate six to eight Cooperating Agency meetings. Assistance will include developing alternatives that are consistent with the purpose of the SEIS, providing information for analysis if needed and review of internal drafts of the draft SEIS and final SEIS. Cooperating Agencies will need to assign a representative, and staff if needed, to assist with reviews or analysis for which they have expertise or jurisdiction, and to fund their own participation. Consistent with NEPA regulations (40 CFR §1501.8), a Cooperating Agency must meet the lead agency's schedule for providing comments and limit its comments to those matters for which it has jurisdiction by law or special expertise with respect to any environmental issue.

The purpose of the SEIS is to remedy two deficiencies identified by the U.S. District Court for Colorado. The deficiencies identified for the CRVFO RMP are that "BLM failed to consider reasonable alternatives to oil and gas leasing and development" and that "BLM failed, in part, to take a hard look at the severity and impacts of greenhouse gas (GHG) pollution. Namely, it failed to take a hard look at the reasonably foreseeable indirect impacts of oil and gas." The SEIS will consider a reasonable alternative or alternatives that analyze a reduced area available for oil and gas leasing. The SEIS will also quantify and reanalyze the indirect effects that emissions resulting from combustion of oil and gas may have on GHG emissions. The BLM does not anticipate the need to analyze alternatives or stipulations for other resources or programs since the court only found the alternatives regarding availability for oil and gas leasing deficient.

If you decide to become a Cooperating Agency, we will need to sign a memorandum of understanding (MOU) that describes the roles and responsibilities of the BLM and your agency. You will receive a draft MOU for review following acceptance of becoming a Cooperating Agency.

If you are interested in becoming a Cooperating Agency, please notify Bruce Krickbaum via email at ucrd-seis@blm.gov by March 22, 2022. Bruce will need a point of contact to finalize the MOU and the name of your representative for the planning process.

We request that agencies declining to accept Cooperating Agency status also respond to this invitation. Should you choose not to become a Cooperating Agency, you will still have opportunity to participate in the planning process.

Thank you for your interest in the BLM planning process and administration of public lands. We look forward to working with you as we proceed with this effort.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Larson', with a stylized flourish extending to the right.

Greg Larson
District Manager
Upper Colorado River District

cc: Town Manager, Town of Eagle



To: Mayor and Town Council
From: Tom Gosiorowski, PE, Public Works Director
Date: April 8, 2022
Re: Resolution 2022-33, Approval of Payment to MWHC for Pay Application 41R3

REQUEST:

Staff is requesting the Council approve Resolution 33, Series 2022 authorizing approval of Pay Application 41R3 for the Lower Basin Water Treatment Plant project including a reduction in retainage.

INTRODUCTION:

Construction of the LBWTP is complete and we are finalizing payments to MWHC. This is the next to last pay application and provides for a reduction in the retained payments.

BUDGET/STAFF IMPACT:

The Town has budgeted for the LBWTP project in the Water-Capital fund.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This is consistent with the Strategic Plan Major Objective of Match Infrastructure To Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Resolution No. 33, Series 2022, a resolution of the Town Council of the Town of Eagle, Colorado, approving payment to MWHC for Pay Application 41R3 including a reduction of retainage.

ATTACHMENTS:

Resolution 33, Series 2022
Pay Application 41R3

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 33
(Series of 2022)

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING RELEASE OF PAYMENT OF PAY APPLICATION 41R3 FOR THE LOWER
BASIN WATER TREATMENT PLANT PROJECT

WHEREAS, on June 29, 2018, the Town entered into an Agreement with the MWHC for the construction of the Lower Basin Water Treatment Plant;

WHEREAS, on April 8, 2022, the Town received Pay Application 41R3 from MWHC in the amount of \$1,395,195.00 including reducing the amount retained to \$234,655; and

WHEREAS, the Town's consulting engineer (SGM) and the Public Works Director have approved of the pay application and retainage reduction;

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

Section 1. The Town Council hereby approves the payment of Pay Application 41R3 submitted by MWHC for the construction of the Lower Basin Water Treatment Plant

INTRODUCED, READ, PASSED AND ADOPTED ON April 12, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

MWHC PROJECT #: 30504789

Town of Eagle, Colorado200 Broadway
Eagle, CO 81631

FROM CONTRACTOR:

MWH Constructors, Inc.8001 Arista Place, Suite 500
Broomfield, CO 80021CONTRACT FOR: **Town of Eagle Lower Basin Water Treatment Plant**

APPLICATION NO: PA-41R2

APPLICATION DATE 04/08/22

PERIOD FROM: 10/2/21

PERIOD TO: 12/31/21

PAGE ONE OF 1 PAGES 7

Vendor #2669 Invoice #PA-041R2
 Date: 4/08/2022
 Due Date: 5/08/2022 52-59-754
 LBWTP \$1,395,195

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	22,938,752
2. Net change by Change Orders	\$	1,939,802
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	24,878,554
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	24,492,843
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	234,655
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	234,655
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	24,258,188
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	22,862,993
8. CURRENT PAYMENT DUE	\$	1,395,195
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	620,366

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,939,802	\$0
Total approved this Month		\$0
TOTALS	\$1,939,802	\$0
NET CHANGES by Change Order	\$1,939,802	

CONTRACT DATE: June 29, 2018

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Tyler Hendrix Date: April 8, 2022
 Tyler Hendrix

TOWN OF EAGLE

By: _____ Date: _____

ENGINEERS' CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineers' knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,395,195

ENGINEER:

By: Warren Hummer Date: April 8, 2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION NO: PA-41R2
APPLICATION DATE: 4/8/2022
PERIOD TO: 12/31/2021

A	B	C	D	E	F	G	H		J
ITEM NO.	DESCRIPTION OF WORK	CURRENT SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions								
2	Mobilization - Site Setup	\$ 56,404	56404		\$ -	\$56,404.00	100.0%	\$ -	\$ 2,820
3	Security Cameras	\$ 23,952	\$ 19,981		\$ -	\$ 19,981	83.4%	\$ 3,971	\$ 999
4	General Conditions - CM Labor	\$ 2,242,165	\$ 3,113,131		\$ -	3113130.83	138.8%	\$ (870,966)	\$ 155,657
5	General Conditions - Monthly Facilities & OH	\$ 164,669	\$ 241,937		\$ -	\$ 241,937	146.9%	\$ (77,268)	\$ 12,097
6	General Conditions - Site Services	\$ 92,400	\$ 56,835		\$ -	\$ 56,835	61.5%	\$ 35,565	\$ 2,842
7	Hoisting & Material Handling	\$ 393,964	\$ 214,319		\$ -	\$ 214,319	54.4%	\$ 179,645	\$ 10,716
8	Winter Protection	\$ 84,000	\$ 139,701		\$ -	\$ 139,701	166.3%	\$ (55,701)	\$ 6,985
9	Demobilization - Final Cleanup	\$ 23,809	\$ 23,809		\$ -	\$ 23,809	100.0%	\$ -	
10	Demobilization - Closeout	\$ 11,904	\$ 11,904		\$ -	\$ 11,904	100.0%	\$ -	
11	Insurance and Bonds	\$ 306,152	\$ 316,626		\$ -	\$ 316,626	103.4%	\$ (10,475)	\$ 15,831
12	Purchase Agreements	\$ -	\$ -		\$ -	\$ -			
13	P-02 Purchase Rebar	\$ 81,091	\$ 220,599		\$ -	\$ 220,599	272.0%	\$ (139,508)	\$ 11,030
14	P-04 Purchase Pipe Supports	\$ 176,041	\$ 179,480		\$ -	\$ 179,480	102.0%	\$ (3,439)	\$ 8,974
15	P-05 Purchase Valves	\$ 198,481	\$ 275,886		\$ -	\$ 275,886	139.0%	\$ (77,405)	\$ 13,794
16	P-06 Purchase Piping and Fittings	\$ 705,048	\$ 766,275		\$ -	\$ 766,275	108.7%	\$ (61,227)	\$ 38,314
17	P-10 11050 Automatic Self Cleaning Strainers	\$ 73,750	\$ 74,574		\$ -	\$ 74,574	101.1%	\$ (824)	\$ 3,729
18	P-11 11060 Wedgewire Water Intake Screens	\$ 7,025	\$ 7,745		\$ -	\$ 7,745	110.2%	\$ (720)	\$ 387
19	P-12 11100 InLine Rapid Mixer	\$ 15,184	\$ 14,000		\$ -	\$ 14,000	92.2%	\$ 1,184	\$ 700
20	P-13 11110 Horizontal Flocculation Equipment	\$ 63,438	\$ 84,000		\$ -	\$ 84,000	132.4%	\$ (20,562)	\$ 4,200
21	P-14 11120 Inclined Plate Settlers	\$ 103,530	\$ 80,525		\$ -	\$ 80,525	77.8%	\$ 23,005	\$ 4,026
22	P-15 11130 Sludge Removal System	\$ 37,500	\$ 40,000		\$ -	\$ 40,000	106.7%	\$ (2,500)	\$ 2,000
23	P-16 11140 Membrane Equipment	\$ 1,465,680	\$ 1,027,217	\$ 400,250	\$ -	\$ 1,427,467	97.4%	\$ 38,213	\$ 71,373
24	P-17 11200 Static Mixers	\$ 22,940	\$ 22,940		\$ -	\$ 22,940	100.0%	\$ -	\$ 1,147
25	P-18 11210 Dry Chemical Feeder	\$ 41,875	\$ 41,875		\$ -	\$ 41,875	100.0%	\$ -	\$ 2,094
26	P-19 11220 Hypochlorite Generation	\$ 130,450	\$ 148,500		\$ -	\$ 148,500	113.8%	\$ (18,050)	\$ 7,425
27	P-20 11230 Chemical Metering Pumps	\$ 135,768	\$ 127,492		\$ -	\$ 127,492	93.9%	\$ 8,276	\$ 6,375
28	P-21 11240 Fiberglass Reinforced Tanks	\$ 114,630	\$ 106,009	\$ -	\$ -	\$ 106,009	92.5%	\$ 8,621	\$ 5,300
29	P-22 11250 Polyethylene Tanks	\$ 31,024	\$ 39,516		\$ -	\$ 39,516	127.4%	\$ (8,492)	\$ 1,976
30	P-23 11280 Flow Control Gates	\$ 16,939	\$ 16,939		\$ -	\$ 16,939	100.0%	\$ -	\$ 847
31	P-24 11300 Vertical Turbine Pumps	\$ 209,276	\$ 186,845	\$ -	\$ -	\$ 186,845	89.3%	\$ 22,431	\$ 9,342
32	P-25 11310 Horizontal Centrifugal Pumps	\$ 74,471	\$ 73,372		\$ -	\$ 73,372	98.5%	\$ 1,099	\$ 3,669

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APPLICATION NO: PA-41R2
APPLICATION DATE: 4/8/2022
PERIOD TO: 12/31/2021

A	B	C	D	E	F	G	H		J
ITEM NO.	DESCRIPTION OF WORK	CURRENT SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	Subcontractors	\$ -				\$ -			
34	S-01 Earthwork	\$ 1,124,864	\$ 1,049,996		\$ -	\$ 1,049,996	93.3%	\$ 74,868	\$ 52,500
35	S-02 Erosion Control	\$ 32,620	\$ 43,093		\$ -	\$ 43,093	132.1%	\$ (10,473)	\$ 2,155
36	S-04 Yard Pipe	\$ 773,459	\$ 778,218		\$ -	\$ 778,218	100.6%	\$ (4,759)	\$ 38,911
37	S-05 Landscaping	\$ 181,600	\$ 56,300	\$ -	\$ -	\$ 56,300	31.0%	\$ 125,300	\$ 2,815
38	S-06 Retaining Wall	\$ 19,222	\$ -		\$ -	\$ -	0.0%	\$ 19,222	\$ -
39	S-07 Pond Liners	\$ 95,452	\$ 91,715		\$ -	\$ 91,715	96.1%	\$ 3,737	\$ 4,586
40	S-09 Rebar Installation	\$ 352,436	\$ 327,559		\$ -	\$ 327,559	92.9%	\$ 24,877	\$ 16,378
41	S-10 Precast Hollow Core Panels	\$ 65,972	\$ 74,301		\$ -	\$ 74,301	112.6%	\$ (8,329)	\$ 3,715
42	S-11 Masonry	\$ 830,850	\$ 827,922		\$ -	\$ 827,922	99.6%	\$ 2,928	\$ 41,396
43	S-13 Structural Steel Installation	\$ 875,405	\$ 648,131		\$ -	\$ 648,131	74.0%	\$ 227,274	\$ 32,407
44	S-14 Cabinets & Countertops	\$ 17,097	\$ -		\$ -	\$ -	0.0%	\$ 17,097	\$ -
45	S-15 Waterproofing, Sealants & Caulking	\$ 132,421	\$ 162,901		\$ -	\$ 162,901	123.0%	\$ (30,480)	\$ 8,145
46	S-16 Roofing	\$ 244,213	\$ 212,139		\$ -	\$ 212,139	86.9%	\$ 32,074	\$ 10,607
47	S-17 Overhead Doors	\$ 46,243	\$ 46,905		\$ -	\$ 46,905	101.4%	\$ (662)	\$ 2,345
48	S-18 Doors & Hardware	\$ 100,850	\$ 83,367		\$ -	\$ 83,367	82.7%	\$ 17,483	\$ 4,168
49	S-19 Windows, Glass & Glazing	\$ 53,988	\$ 58,672		\$ -	\$ 58,672	108.7%	\$ (4,684)	\$ 2,934
50	S-20 Studs, Drywall Acoustical Ceilings	\$ 128,608	\$ 132,024		\$ -	\$ 132,024	102.7%	\$ (3,416)	\$ 6,601
51	S-21 Paintings & Coatings	\$ 435,180	\$ 406,746	\$ -	\$ -	\$ 406,746	93.5%	\$ 28,435	\$ 20,337
52	S-22 Tile & Flooring	\$ 47,430	\$ 36,327		\$ -	\$ 36,327	76.6%	\$ 11,103	\$ 1,816
53	S-24 Laboratory Cabinets & Countertops	\$ 31,466	\$ 46,883		\$ -	\$ 46,883	149.0%	\$ (15,417)	\$ 2,344
54	S-25 Monorail Hoists	\$ 40,012	\$ 51,798		\$ -	\$ 51,798	129.5%	\$ (11,786)	\$ 2,590
55	S-26 HVAC & Plumbing	\$ 1,727,903	\$ 1,732,254		\$ -	\$ 1,732,254	100.3%	\$ (4,351)	\$ 86,613
56	S-28 Electrical & I&C	\$ 3,214,985	\$ 3,253,539	\$ -	\$ -	\$ 3,253,539	101.2%	\$ (38,554)	\$ 162,677
57	S-29 Concrete (P-01 & M-01)	\$ 3,416,950	\$ 3,506,718		\$ -	\$ 3,506,718	102.6%	\$ (89,768)	\$ 175,336
57B	DAS System	\$ 39,885	\$ -		\$ -	\$ -	0.0%	\$ 39,885	\$ -
58	Self-Perform								
59	M-02 Process Pipe Installation Self Perform	\$ 862,310	\$ 728,861		\$ -	\$ 728,861	84.5%	\$ 133,449	\$ 36,443
60	M-03 Process Equipment Installation Self Perform	\$ 307,324	\$ 122,749	\$ -	\$ -	\$ 122,749	39.9%	\$ 184,576	\$ 6,137
61	M-04 Misc Architectural	\$ 54,983	\$ 33,226	\$ -	\$ -	\$ 33,226	60.4%	\$ 21,757	\$ 1,661
62	Contingency								
63	CMAR Contingency	\$ 348,742	\$ 65,001		\$ -	\$ 65,001	18.6%	\$ 283,741	\$ 3,250
64	Total Cost of Work	\$ 22,706,029	\$ 22,305,779	\$ 400,250	\$ -	\$ 22,706,029	100.0%	\$ (0)	\$ 1,133,516

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APPLICATION NO: PA-41R2
APPLICATION DATE: 4/8/2022
PERIOD TO: 12/31/2021

A	B	C	D	E	F	G	H		J
ITEM NO.	DESCRIPTION OF WORK	CURRENT SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
65	Fixed Fee	\$ 1,454,302	\$ 1,428,229	\$ 26,073	\$ -	\$ 1,454,302	100.0%	\$ (0)	\$ 72,715
66	Original Allowances								
67	Laboratory Equipment per 11600	\$ 75,000	\$ 30,490		\$ -	\$ 30,490	40.7%	\$ 44,510	\$ 1,525
68	Chemicals for Start-up	\$ 45,000	\$ -		\$ -	\$ -	0.0%	\$ 45,000	\$ -
69	S-03 Dewatering	\$ 298,946	\$ 104,904		\$ -	\$ 104,904	35.1%	\$ 194,042	\$ 5,245
70	Earthwork Allowance	\$ 40,000	\$ -		\$ -	\$ -	0.0%	\$ 40,000	\$ -
71	Office Furniture Allowance	\$ 40,000	\$ 22,372		\$ -	\$ 22,372	55.9%	\$ 17,628	\$ 1,119
72	Total Original Allowances	\$ 498,946	\$ 157,767	\$ -	\$ -	\$ 157,767	31.6%	\$ 341,179	\$ 7,888
73	Total Cost of Work, Fee & Allowances	\$ 24,659,277	\$ 23,891,775	\$ 426,323	\$ -	\$ 24,318,097	98.6%	\$ 341,179	\$ 1,214,119
74	Change Order Allowances								
75	CO#1 - By-Pass Pumping Allowance	\$ 18,216	\$ -		\$ -	\$ -	0.0%	\$ 18,216	\$ -
76	CO#10 - Extended Gen. Conditions	\$ 200,000	\$ 174,745		\$ -	\$ 174,745	87.4%	\$ 25,255	\$ 8,737
77	Total Change Order Allowances	\$ 218,216	\$ 174,745	\$ -	\$ -	\$ 174,745	80.1%	\$ 43,471	\$ 8,737
78	Fixed Fee on Change Order Allowances	\$ 1,061	\$ -	\$ -	\$ -	\$ -		\$ 1,061	\$ -
TOTAL INVOICE		\$ 24,878,554	\$ 24,066,520	\$ 426,323	\$ -	\$ 24,492,843	98.4%	\$ 385,711	\$ 250,000 234,655

A ITEM NO.	B DESCRIPTION OF WORK	Change Order Tracker Summary																
		Original Scheduled Value	CO #1 PH1 Sewerline	CO#2 Schedule Extention	CO#3 PH2 Sewerline Fill	CO#4	CO#5	CO#6	CO#6.1	CO#7	CO#8	CO#9	CO#10	CO#11	CO#12	CO#13	CO#14	CO#15
1	General Conditions																	
2	Mobilization - Site Setup	\$ 56,404	\$ -															
3	Security Cameras	\$ 23,952	\$ -															
4	General Conditions - CM Labor	\$ 2,032,510	\$ 7,858		\$ 2,901		\$ 8,876	\$ 14,877	\$ 3,532	\$ 28,850	\$ 5,991	\$ 30,435		\$ 32,782	\$ 20,203	\$ 34,922	\$ 18,428	
5	General Conditions - Monthly Facilities & OH	\$ 153,914	\$ -		\$ 283		\$ 133	\$ 288	\$ 69	\$ 1,246	\$ 116	\$ 2,065		\$ 797	\$ 1,613	\$ 2,318	\$ 1,827	
6	General Conditions - Site Services	\$ 92,400	\$ -															
7	Hoisting & Material Handling	\$ 393,952	\$ -									\$ 12		\$ -				
8	Winter Protection	\$ 84,000	\$ -															
9	Demobilization - Final Cleanup	\$ 23,809	\$ -															
10	Demobilization - Closeout	\$ 11,904	\$ -															
11	Insurance and Bonds	\$ 278,905	\$ 1,245		\$ 259		\$ 1,015	\$ 4,141	\$ 1,617	\$ 2,192	\$ 1,945	\$ 3,444		\$ 2,963	\$ 2,334	\$ 5,391	\$ 701	
12	Purchase Agreements																	
13	P-02 Purchase Rebar	\$ 81,091	\$ -															
14	P-04 Purchase Pipe Supports	\$ 167,241	\$ -											\$ 5,800		\$ 3,000		
15	P-05 Purchase Valves	\$ 201,762	\$ -											\$ (4,917)			\$ 1,636	
16	P-06 Purchase Piping and Fittings	\$ 660,490	\$ -							\$ 5,550				\$ 30,122	\$ 8,886			
17	P-10 11050 Automatic Self Cleaning Strainers	\$ 73,750	\$ -															
18	P-11 11060 Wedgewire Water Intake Screens	\$ 6,300	\$ -							\$ 725								
19	P-12 11100 InLine Rapid Mixer	\$ 14,000	\$ -							\$ 1,184								
20	P-13 11110 Horizontal Flocculation Equipment	\$ 63,438	\$ -															
21	P-14 11120 Inclined Plate Settlers	\$ 103,530	\$ -															
22	P-15 11130 Sludge Removal System	\$ 37,500	\$ -															
23	P-16 11140 Membrane Equipment	\$ 1,462,480	\$ -				\$ 3,200											
24	P-17 11200 Static Mixers	\$ 22,940	\$ -															
25	P-18 11210 Dry Chemical Feeder	\$ 41,875	\$ -															
26	P-19 11220 Hypochlorite Generation	\$ 131,950	\$ -							\$ (1,500)								
27	P-20 11230 Chemical Metering Pumps	\$ 135,768	\$ -															
28	P-21 11240 Fiberglass Reinforced Tanks	\$ 114,630	\$ -															
29	P-22 11250 Polyethylene Tanks	\$ 26,312	\$ -				\$ 512										\$ 4,200	
30	P-23 11280 Flow Control Gates	\$ 13,000	\$ -							\$ 3,939								
31	P-24 11300 Vertical Turbine Pumps	\$ 192,850	\$ -				\$ 5,806									\$ 10,620		
32	P-25 11310 Horizontal Centrifugal Pumps	\$ 74,471	\$ -															

A	B	Change Order Tracker Summary																
		Original Scheduled Value	CO #1 PH1 Sewerline	CO#2 Schedule Extention	CO#3 PH2 Sewerline Fill	CO#4	CO#5	CO#6	CO#6.1	CO#7	CO#8	CO#9	CO#10	CO#11	CO#12	CO#13	CO#14	CO#15
33	Subcontractors																	
34	S-01 Earthwork	\$ 1,099,664	\$ -		\$ 13,700					\$ 11,500								
35	S-02 Erosion Control	\$ 51,338	\$ -							\$ (20,000)						\$ 1,282		
36	S-04 Yard Pipe	\$ 666,850	\$ 55,236				\$ 22,215			\$ 5,778					\$ 21,695		\$ 1,685	
37	S-05 Landscaping	\$ 181,600	\$ -															
38	S-06 Retaining Wall	\$ 19,222	\$ -															
39	S-07 Pond Liners	\$ 95,452	\$ -															
40	S-09 Rebar Installation	\$ 352,436	\$ -															
41	S-10 Precast Hollow Core Panels	\$ 65,972	\$ -															
42	S-11 Masonry	\$ 831,166	\$ -							\$ (316)								
43	S-13 Structural Steel Installation	\$ 773,433	\$ -						\$ 1,450	\$ 41,585				\$ 30,102	\$ 8,695	\$ 20,140		
44	S-14 Cabinets & Countertops	\$ 17,097	\$ -															
45	S-15 Waterproofing, Sealants & Caulking	\$ 134,704	\$ -							\$ (3,466)						\$ 1,183		
46	S-16 Roofing	\$ 238,863	\$ -							\$ 800						\$ 3,500	\$ 1,050	
47	S-17 Overhead Doors	\$ 45,023	\$ -												\$ 1,220			
48	S-18 Doors & Hardware	\$ 98,236	\$ -							\$ 1,912	\$ 122			\$ 80	\$ 500			
49	S-19 Windows, Glass & Glazing	\$ 53,988	\$ -															
50	S-20 Studs, Drywall Acoustical Ceilings	\$ 89,443	\$ -											\$ 39,165				
51	S-21 Paintings & Coatings	\$ 428,880	\$ -							\$ 1,580					\$ 4,265		\$ 455	
52	S-22 Tile & Flooring	\$ 45,930	\$ -													\$ 1,500		
53	S-24 Laboratory Cabinets & Countertops	\$ 31,466	\$ -															
54	S-25 Monorail Hoists	\$ 20,000	\$ -							\$ 20,012								
55	S-26 HVAC & Plumbing	\$ 1,659,580	\$ -				\$ 3,571			\$ 16,985		\$ 9,773		\$ (6,545)	\$ 35,631	\$ 8,908		
56	S-23 Electrical & I&C	\$ 2,323,929	\$ -					\$ 254,821	\$ 94,668	\$ 36,070	\$ 122,428	\$ 81,114		\$ 51,066	\$ 33,982	\$ 202,140	\$ 14,767	
57	S-29 Concrete (P-01 & M-01)	\$ 3,323,000	\$ -				\$ 21,987		\$ 3,059	\$ 5,118		\$ 49,389		\$ 14,397				
57B	DAS System	\$ -														\$ 39,885		
58	Self-Perform																	
59	M-02 Process Pipe Installation Self Perform	\$ 837,944	\$ -							\$ 4,960				\$ 1,250	\$ 13,412	\$ 4,744		
60	M-03 Process Equipment Installation Self Perform	\$ 266,733	\$ -						\$ 2,603	\$ (20,014)		\$ 52,628				\$ 3,574	\$ 1,800	
61	M-04 Misc Architectural	\$ 54,579	\$ -							\$ 237				\$ (1,549)	\$ 1,716			
62	Contingency																	
63	CMAR Contingency	\$ 320,545	\$ 1,238		\$ 257		\$ 1,060	\$ 4,309	\$ 1,683	\$ 2,315	\$ 2,053	\$ 3,584		\$ 3,099	\$ 2,443	\$ 5,416	\$ 740	
64	Total Cost of Work	\$ 20,904,201	\$ 65,577	\$ -	\$ 17,400	\$ -	\$ 68,375	\$ 278,436	\$ 108,681	\$ 147,242	\$ 132,655	\$ 232,444	\$ -	\$ 198,612	\$ 156,594	\$ 348,523	\$ 47,289	\$ -

A	B	Change Order Tracker Summary																
ITEM NO.	DESCRIPTION OF WORK	Original Scheduled Value	CO #1 PH1 Sewerline	CO#2 Schedule Extention	CO#3 PH2 Sewerline Fill	CO#4	CO#5	CO#6	CO#6.1	CO#7	CO#8	CO#9	CO#10	CO#11	CO#12	CO#13	CO#14	CO#15
65	Fixed Fee	\$ 1,335,605	\$ 4,099		\$ 1,088		\$ 4,401	\$ 17,291	\$ 6,797	\$ 11,573	\$ 8,212	\$ 13,505		\$ 13,981	\$ 10,974	\$ 23,303	\$ 3,473	
66	Original Allowances																	
67	Laboratory Equipment per 11600	\$ 75,000	\$ -						\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
68	Chemicals for Start-up	\$ 45,000	\$ -						\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
69	S-03 Dewatering	\$ 498,946	\$ -						\$ -		\$ -	\$ -	\$ (200,000)	\$ -	\$ -	\$ -	\$ -	
70	Earthwork Allowance	\$ 40,000	\$ -						\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
71	Office Furniture Allowance	\$ 40,000	\$ -						\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
72	Total Original Allowances	\$ 698,946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200,000)	\$ -	\$ -	\$ -	\$ -	\$ -
73	Total Cost of Work, Fee & Allowances	\$ 22,938,752	\$ 69,676	\$ -	\$ 18,488	\$ -	\$ 72,776	\$ 295,727	\$ 115,478	\$ 158,815	\$ 140,867	\$ 245,949	\$ (200,000)	\$ 212,593	\$ 167,568	\$ 371,826	\$ 50,762	\$ -
74	Change Order Allowances																	
75	CO#1 - By-Pass Pumping Allowance	\$ -	\$ 18,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
76	CO#10 Extended Gen. Conditions												\$ 200,000					
77	Total Change Order Allowances	\$ -	\$ 18,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
78	Fixed Fee on Change Order Allowances	\$ -	\$ 1,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -				
TOTAL INVOICE		\$ 22,938,752	\$ 88,953	\$ -	\$ 18,488	\$ -	\$ 72,776	\$ 295,727	\$ 115,478	\$ 158,815	\$ 140,867	\$ 245,949	\$ -	\$ 212,593	\$ 167,568	\$ 371,826	\$ 50,762	\$ -

Total Change Orders	Current Scheduled Value
\$ -	\$ 56,404
\$ -	\$ 23,952
\$ 209,655	\$ 2,242,165
\$ 10,755	\$ 164,669
\$ -	\$ 92,400
\$ 12	\$ 393,964
\$ -	\$ 84,000
\$ -	\$ 23,809
\$ -	\$ 11,904
\$ 27,247	\$ 306,152
\$ -	
\$ -	\$ 81,091
\$ 8,800	\$ 176,041
\$ (3,281)	\$ 198,481
\$ 44,558	\$ 705,048
\$ -	\$ 73,750
\$ 725	\$ 7,025
\$ 1,184	\$ 15,184
\$ -	\$ 63,438
\$ -	\$ 103,530
\$ -	\$ 37,500
\$ 3,200	\$ 1,465,680
\$ -	\$ 22,940
\$ -	\$ 41,875
\$ (1,500)	\$ 130,450
\$ -	\$ 135,768
\$ -	\$ 114,630
\$ 4,712	\$ 31,024
\$ 3,939	\$ 16,939
\$ 16,426	\$ 209,276
\$ -	\$ 74,471

Total Change Orders	Current Scheduled Value
\$ -	
\$ 25,200	\$ 1,124,864
\$ (18,718)	\$ 32,620
\$ 106,609	\$ 773,459
\$ -	\$ 181,600
\$ -	\$ 19,222
\$ -	\$ 95,452
\$ -	\$ 352,436
\$ -	\$ 65,972
\$ (316)	\$ 830,850
\$ 101,972	\$ 875,405
\$ -	\$ 17,097
\$ (2,283)	\$ 132,421
\$ 5,350	\$ 244,213
\$ 1,220	\$ 46,243
\$ 2,614	\$ 100,850
\$ -	\$ 53,988
\$ 39,165	\$ 128,608
\$ 6,300	\$ 435,180
\$ 1,500	\$ 47,430
\$ -	\$ 31,466
\$ 20,012	\$ 40,012
\$ 68,323	\$ 1,727,903
\$ 891,056	\$ 3,214,985
\$ 93,950	\$ 3,416,950
\$ 39,885	\$ 39,885
\$ -	
\$ 24,366	\$ 862,310
\$ 40,591	\$ 307,324
\$ 404	\$ 54,983
\$ -	
\$ 28,197	\$ 348,742
\$ 1,801,828	\$ 22,706,029

Total Change Orders	Current Scheduled Value
\$ 118,697	\$ 1,454,302
\$ -	\$ 75,000
\$ -	\$ 45,000
\$ (200,000)	\$ 298,946
\$ -	\$ 40,000
\$ -	\$ 40,000
\$ (200,000)	\$ 498,946
\$ 1,720,525	\$ 24,659,277
\$ 18,216	\$ 18,216
\$ 200,000	\$ 200,000
\$ 218,216	\$ 218,216
\$ 1,061	\$ 1,061
\$ 1,939,802	\$ 24,878,554



Town of Eagle

Lower Basin WaterTreatment Plant

Construction Management

Labor

CM - Staff Labor

Classification	Employee name	Rate	Total Hours	Total Sum
Contracts	Durovka-Dowd, Nancy Jean	\$ 107.00	1.75	\$ 187.25
Central Project Engineer	Hoos, Morgan	\$ 72.00		\$ -
Central Project Engineer	Couture, Ashlyn	\$ 108.00		\$ -
Billed in M-02	Rafter, Lindsey	\$ 106.00		\$ -
CAD Designer/Draftsman	Johnson, Grant	\$ 108.00		\$ -
Billed in M-02	Rockey, Mitchell	\$ 70.00		\$ -
Billed in M-02	Daniel Trump	\$ 235.00		\$ -
Project Coordinator	Jenerette, Suyong	\$ 47.00		\$ -
Project Accounting	Margaret Elges	\$ 74.00	158.7	\$ 11,743.80
Project Controls	Cannella, Joe	\$ 138.00	0.5	\$ 69.00
Project Controls	Wallburn, Shanda	\$ 78.00	129	\$ 10,062.00
Project Controls	Michael Gaskamp	\$ 164.00		\$ -
Project Controls	Durham, Kathleen	\$ 103.00		\$ -
Project Controls	Linda Flies	\$ 93.00		\$ -
Project Controls	Samuel Speer	\$ 150.00		\$ -
Project Engineer	Hendrix, Tyler	\$ 125.00	44	\$ 5,500.00
Project Super	Frazier, David	\$ 159.00	26	\$ 4,134.00
Billed in M-02	Jay Frazier	\$ 107.00		\$ -
Safety	Tallant, Luke	\$ 116.00		\$ -
Senior Home Office Support - Mgr	Niparko, Steve	\$ 201.00		\$ -
Sr Operations Manager	Haarmann, Michael	\$ 207.00		\$ -
			359.95	\$ 31,696.05



Town of Eagle

Lower Basin WaterTreatment Plant

PURCHASE AGREEMENTS



P-002 Purchase Rebar

Description	Company	Invoice #	Dollar Value
Final Waiver - Ret Release	WSC	2103187495RET	\$ -

\$ -



PROJECT/JOB HEADER

General Information:

Invoice Number:	2103187495RET
Invoice Date:	3/25/2021
Vendor Name:	Wylaco Supply Co
Vendor Number:	WYL0001
Project/Job Number:	30504789
Commitment Number:	130900OW (P30504789-002)

Contract Information: *

Original Contract:	\$	112,000.00
Executed Change Orders:	\$	-
Final Contract:	\$	112,000.00

Accounts Payable Information:*

Invoiced to Date (Includes Retention):	\$	112,000.00
Open Commitment Amount:	\$	-
Paid to Date (Includes Retention Paid):	\$	106,400.00
Invoices on Hold:	\$	-
Retention on Hold:	\$	5,600.00
Check Invoiced to Date to Subtotal	\$	106,400.00
Retention Amount to Release:	\$	-
New Retention on Hold:	\$	5,600.00
Date to Release Retention Amount:		9/20/2021

Signatures Required:

Prepared By Name:	Margaret Elges
Prepared By Signature:	<i>Margaret Elges</i>
Prepared By Date:	9/15/2021
Project Manager Name:	Tyler Hendrix
Project Manager Signature:	<i>Tyler Hendrix</i>
PM Approval Date:	9-15-21

* - All Dollars should be entered as Positive Numbers



Wylaco Supply Co.
780 Highway 6
Gypsum, CO 81637
970-524-6484
Fax: 970-524-6487

CUSTOMER COPY



INVOICE

2103-187495 PAGE 1 OF 1

SOLD TO
M.W.H. CONSTRUCTION 8001 ARISTA PL SUITE 500 BROOMFIELD CO 80021

JOB ADDRESS
LOWER BASIN WTP M.W.H. CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631

ACCOUNT	JOB
8346	2
SOLD ON	3/25/2021 4:09:42 PM
DELIVER ON	
BRANCH	2000
CUSTOMER PO#	P30504789-002
STATION	W1
CASHIER	KATIE
SALESPERSON	TBOBS
ORDER ENTRY	JMARQ

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EACH	SO187144-000	Order: 2103-187144 Reinforcing Steel for Eagle WTP, Site, Drying Beds, RWPS, Masonry and Main Building		Y	112000. 0000	EACH	112,000.00
Invoice Total of 112,000.00 due 04/24/2021. Eligible for discount of 1,120.00. Remit 110,880.00 if paid by 04/04/2021.								
Per Contract withheld 5% retention \$112,000 X 5% \$ 5,600 RET								

Payment Method(s)

Charge to Acct 112,000.00

GOVT 0.00% EXE: ON FILE	SubTotal Sales Tax Deposit	112,000.00 0.00
Please Pay This Amount	112,000.00	

TERMS: 1%10 DAYS, NET 30, DISC ON MERCH ONLY
ANY AMOUNT UNPAID AFTER 30 DAYS FROM INVOICE DATE WILL BE
ASSESS A FINANCE CHARGE OF 1-1/2% PER MONTH (18% ANNUAL).
DELIVERY TO CARRIER BY SELLER CONSTITUTES DELIVERY AND
TRANSFER OF TITLE AND POSSESSION TO BUYER

Signature



Katie Black

FINAL WAIVER AND RELEASE OF ALL CLAIMS

Wylaco Supply Co

WHEREAS WBS (herein "the undersigned") is the authorized agent for WBS ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Cutting Bending & Del of Rebar for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

Five Thousand Six Hundred 5600.00

In consideration of the sum of WBS Dollars (\$ WBS) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project. for invoice 2103-187495 only (retention)

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Katie Black

Company: WYLACO SUPPLY CO.

Name: Katie Black

Address: 315 Vallejo Street

Title: CPD

Denver, CO 80223

Date: 9/13/21

STATE OF Colorado

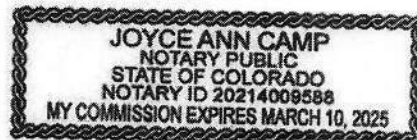
COUNTY OF Denver

Subscribed and sworn to (or affirmed) before me this 13 day of September,
by Katie Black, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:

Joyce Ann Camp
Signature of Notary Public

My commission expires: 3/10/2025





P-004 Purchase Pipe Supports

Description	Company	Invoice #	Dollar Value
Final Waiver - Prev Billed PA #17	ACME	24652	\$ -
Final Waiver - Prev Billed PA #24	SAC	INV20200416	\$ -

\$ -



SOV Item: P-004 Purchase Pipe Supports

Contractor: SAC Incorporated

Work Scope: Furnishing & Installing Self-Cleaning Strainers

Contract #: P30504789-004

Retention : 0%

Cost Code: 150-1010

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	11/26/2019	Pipe Supports & Hangers	165,026.25
2	CO 001	5/5/2020	Purchase Pipe Supports	5,800.00
3	CO 002			
4	CO 003			
5	CO 004			
				-
				170,826.25

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
22	INV20200357	3/15/2020	11/1/19-3/15/20	163,289.75	-	163,289.75
22	INV20200375	3/31/2020	3/16/20-3/31/20	1,736.50	-	1,736.50
24	INV20200416	5/15/2020	4/1/20-5/15/20	5,800.00	-	5,800.00
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
ITD Totals:				170,826.25	-	170,826.25



Vendor# SAC0004
Project#30504789
Contract #30003993-015

Invoice

Date:	Invoice #	Due Date
5/15/2020	INV20200416	6/14/2020

Bill To:
MWH Constructors
tyler.hendrix@mwhconstructors.com
shanda.walburn@mwhconstructors.com
margo.elges@mwhconstructors.com

NOTE: Previously Billed PA #24

Job	Purchase Order	Terms	Ship
ACM03 - Eagle Lower Basin	30003993-0015	Net 30	

Item Code	Description	Amount
	SEE ATTACHED AIA FORM FOR DETAILS	\$ 5,800.00

Please Remit Payment To:

SAC Incorporated
135 Talcott Road
Williston, VT 05495

Thank you for your business!

Subtotal:	\$ 5,800.00
0% Retention	\$ -
Total (-) Retention:	\$ 5,800.00
Taxable Sales: \$	-
0.00% Sales Tax:	\$ -
Total Due:	\$ 5,800.00



APPLICATION FOR PAYMENT

CLIENT:

MWH Constructors
370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

PROJECT:

Eagle Lower Basin
311 Violet Lane
Eagle, CO 81631

APPLICATION NUMBER: 3**PERIOD TO:** 5/15/2020**DISTRIBUTION:**

CLIENT ◀

File ◀

SUPPLIER:

SAC, Inc.
135 Talcott Road
Williston, VT 05495

PURCHASE ORDER NO: 30003993-0015**CONTRACT WORK:** Pipe Support System**SAC PROJECT NO:** ACM03

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	<u>165,026.25</u>
2. NET CHANGES TO CONTRACT:	<u>5,800.00</u>
3. TOTAL CONTRACT AMOUNT:	<u>170,826.25</u>
4. TOTAL COMPLETED AND STORED TO DATE:	<u>170,826.25</u>
5. RETAINAGE:	
a. <u>0</u> % of Completed Work	<u>0.00</u>
b. <u>0</u> % of Stored Material	<u>0.00</u>
Total Retainage:	<u>0.00</u>
6. TOTAL COMPLETED LESS RETAINAGE:	<u>170,826.25</u>
7. LESS PREVIOUS APPLICATIONS:	<u>165,026.25</u>
8. CURRENT PAYMENT DUE:	5,800.00
9. BALANCE TO FINISH INCLUDING RETAINAGE:	<u>-</u>

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	5,800.00	-
Total:	5,800.00	-
Net Changes:	5,800.00	

SUPPLIER'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUPPLIER:

Steve Padgett
Steve Padgett

DATE: May 15, 2020

USE THIS AREA FOR ANY MISC NOTES OR COMMENTS.

USE THIS AREA FOR ANY MISC NOTES OR COMMENTS.

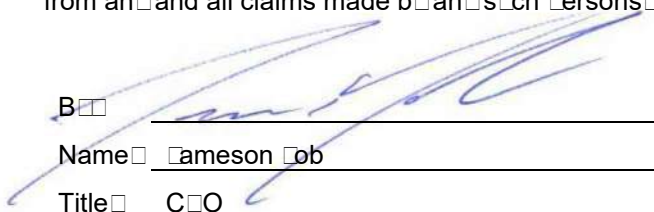
FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Jameson Job herein "the undersigned" is the authorized agent for Sac Incorporated ("Releasing Party") and Releasing Party provided labor/material/equipment or other items of or further identified or described as Fabrication Of Pipe Supports for incorporation or improvement of a project common known as Town Of Middleboro Precon ("Project") located at 11 Violet Way in Middleboro Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Middleboro ("Owner")

In consideration of the sum of five thousand eight hundred dollars and 00/100 00/100 paid simultaneously herewith and conditional upon the check clearing the bank or institution upon which it is drawn the undersigned does hereby waive and release and bond rights/lien rights/stop notice or other right to funds in control of the Owner which are due or to become due to Contractor or other interest or claim it may have in or on the above referenced Project for all labor/services/equipment and material furnished on the above referenced Project including any monies or other considerations due or to become due from the Owner on account of labor/services/equipment and materials furnished by the undersigned to or for the above described Project

The undersigned on behalf of Releasing Party and on behalf of its officers/directors/agents and employees past and present/successors and assigns hereby releases and discharges the Contractor/Owner and Project from any and all claims/debts/damages/liens/causes of action/suits/liabilities/controversies/obligations and demands whether in law or in equity/contract or tort/which it may have had/might now have or may in the future have for labor/services/equipment and material furnished for or pertaining to the above referenced Project

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors/laborers and/or suppliers who have performed labor and/or supplied materials/equipment or tools as incorporated into said improvement or as otherwise used in the completion of same and further agrees to indemnify/defend and hold the Contractor and Owner harmless from any and all claims made by any such persons/entities or firms

By  Name <u>Jameson Job</u> Title <u>CEO</u> Date <u>01/01/2020</u>	Address <u>Sac Incorporated</u> <u>1000 Hinesbrook Road</u> <u>South Burlington VT 05403</u> <u>US</u>
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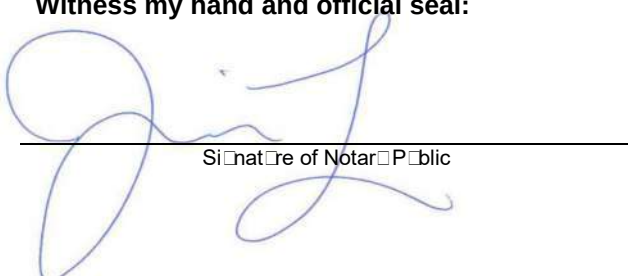
STATE OF **Vermont**

☐
☒ ss
☐

COUNTY OF **Chittenden**

Subscribed and sworn to or affirmed before me this 1st day of July 2020
 by Jameson Job proved to me on the basis of satisfactory evidence to
 be the person/s who appeared before me

Witness my hand and official seal:



Signature of Notary Public

My commission expires

01/31/2021



REMIT TO: ACME CONSTRUCTION SUPPLY CO.,
INC
PO BOX 1549
LAKE GROVE, OR 97035
receivables@acmetool.com

INVOICE

No.: **24652**
Date 10/31/2019

Bill To: MWH Constructors, Inc.
370 Interlocken Blvd
Suite 400
Broomfield, CO 80021

Ship To: MWH Constructors, Inc.
311 Violet Lane
Engle, CO 81631

Ship Via	P.O No.	FOB	Terms	Ship Date	Customer No.	Page
	P30504789-004		Net 10th Prox	10/30/2019	1345	1

Line	Qty	Part Number	Description	Mkt	Price / Unit	Extended Price
1	1	ENGINEERING060	Engineering Services for: PIPE SUPPORTS		\$0.00	\$0.00
2	1	Lump Sum Fab	Lump Sum Billing Fab		\$8,653.75	\$8,653.75

Previously Billed TOE PA
#17

Sub Total: \$8,653.75
Freight:
Sales Tax 1: \$0.00
Total Amount: \$8,653.75



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Shannon Egger (herein "the undersigned") is the authorized agent for Acme Construction Supply, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Lower Basin Water Treatment Plant for incorporation or improvement of a project commonly known as Lower Basin Water Treatment Plant ("Project"), located at Town of Eagle, CO, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Eight Thousand six hundred fifty three dollars & 75/100

Dollars (\$8653.75) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Shannon Egger Company: Acme Construction Supply
Name: Shannon Egger Address: 4040 Douglas Way
Title: Internal Auditor Lake Oswego, OR
Date: 12/22/20 97035

STATE OF Oregon

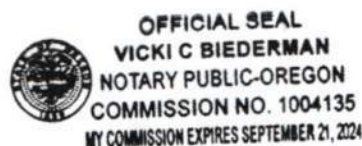
COUNTY OF Multnomah

Subscribed and sworn to (or affirmed) before me this 22 day of December, 2020
by Shannon Egger, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:

Vicki C. Biederman
Signature of Notary Public

My commission expires: 9.21.2024





Fabrication Shop ♦ 26 Light Sky Court ♦ Sacramento, CA 95828
T: 916-386-1769 F: 916-386-1768

APPLICATION AND CERTIFICATION FOR PAYMENT

Document G702

Page 1 of 2 pages

To (Customer):

MWH Constructors, Inc.

370 Interlocken Blvd, Ste 300, Broomfield, CO 80021

From (Contractor)

Acme Construction Supply, Inc.

26 Light Sky Court, Sacramento, CA 95828

Contract For: Engineering Design and Fabrication of Pipe Supports

Project: Eagle Lower Basin WTP

Application No: 1
Application Date: October 29, 2019
Period to: October 29, 2019
Start date: July 22, 2019
Client PO#: P30504789-004
Contract Date: July 22, 2019

Contractor's Application for Payment

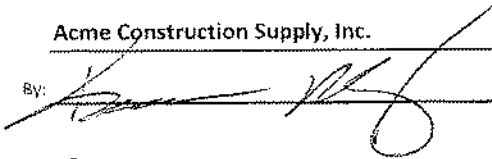
Change Order Summary			
C.O. Authorized	Date Approved	Description	Additions
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Totals	\$0.00
Net change by Change Orders			Total Change Order amount ==>> \$0.00

Application is made for Payment, as shown below, in connection with the Contract Continuation sheet AIA Document G703, attached.

1. Original Contract Sum	173,679.90
2. Net Change by Change orders	0.00
3. Contract Sum to date	173,679.90
4. Total Complete & Stored to Date (Column G on G703)	8,653.75
5. Less Previous Certificates for Payments (line 6 from Prior Certificate)	0.00
6. Sub-total Current Payment Due	8,653.75
7. Retainer Amount (0%)	0.00
8. Sales Tax on Material Only	
9. Freight	
10. Total Current Payment Due (Line 6-7+8+9)	8,653.75
11. Balance to Finish Less Freight and Sales Tax (Line 3 less Line 4)	165,026.15

Contractor:

Acme Construction Supply, Inc.

By: 

Date: 10/29/19



Fabrication Shop ♦ 26 Light Sky Court ♦ Sacramento, CA 95828
T: 916-386-1769 F: 916-386-1768

APPLICATION AND CERTIFICATION FOR PAYMENT

Document G702

Page 1 of 2 pages

To (Customer):

MWH Constructors, Inc.

370 Interlocken Blvd, Ste 300, Broomfield, CO 80021

From (Contractor)

Acme Construction Supply, Inc.

26 Light Sky Court, Sacramento, CA 95828

Contract For: Engineering Design and Fabrication of Pipe Supports

Project: Eagle Lower Basin WTP

Application No: 1

Application Date: October 29, 2019

Period to: October 29, 2019

Start date: July 22, 2019

Client PO#: P30504789-004

Contract Date: July 22, 2019

Contractor's Application for Payment

Change Order Summary			
C.O. Authorized	Date Approved	Description	Additions
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Totals:	\$0.00
Net change by Change Orders		Total Change Order amount <=>>>	\$0.00

Application is made for Payment, as shown below, in connection with the Contract Continuation sheet AIA Document G703, attached.

1. Original Contract Sum	173,679.90
2. Net Change by Change orders	0.00
3. Contract Sum to date	173,679.90
4. Total Complete & Stored to Date (Column G on G703)	8,653.75
5. Less Previous Certificates for Payments (line 6 from Prior Certificate)	0.00
6. Sub-total Current Payment Due	8,653.75
7. Retainer Amount (0%)	0.00
8. Sales Tax on Material Only	
9. Freight	
10. Total Current Payment Due (Line 6-7+8+9)	8,653.75
11. Balance to Finish Less Freight and Sales Tax (Line 3 less Line 4)	165,026.15

Contractor:

Acme Construction Supply, Inc.

By:

Date: 10/29/19



Fabrication Shop ♦ 26 Light Sky Court ♦ Sacramento, CA 95828
T: 916-386-1769 F: 916-386-1768

CONTINUATION SHEET

ACME CONSTRUCTION SUPPLY, INC. SOV FABRICATION, MATERIAL, ENGINEERING SERVICES

PAGE 2 OF 2 PAGES

Document: G703 APPLICATION AND CERTIFICATION FOR PAYMENT

MWH Constructors, Inc.

370 Interlocken Blvd, Ste 300, Broomfield, CO 80021

Application #:

1

Application Date:

October 29, 2019

Period to:

October 29, 2019

Client PO#:

830138

A	B	C	D	E	F	G		H	I
Line#	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	COMPLETED	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F+)	PERCENT COMPLETE (G / C)	BALANCE TO FINISH (C-G)	Retainer amounts 0%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Design/ENG/EPOXY Group								
	EPOXY & Engineering Submittal- Location Plans, Calcs, CAD/Solidworks Details & Stamping	8,653.75	0.00	8,653.75	0.00	8,653.75	100%	0.00	0.00
4	Pre-Fab/Fabrication								
	MK Group 1	57,686.30	0.00	0.00	0.00	0.00	0%	57,686.30	0.00
5	MK Group 2	27,786.30	0.00	0.00	0.00	0.00	0%	27,786.30	0.00
6	MK Group 3	20,089.35	0.00	0.00	0.00	0.00	0%	20,089.35	0.00
7	MK Group 4	59,464.20	0.00	0.00	0.00	0.00	0%	59,464.20	0.00
8			0.00	0.00	0.00	0.00		0.00	
18			0.00	0.00	0.00	0.00		0.00	
19			0.00	0.00	0.00	0.00		0.00	
20			0.00	0.00	0.00	0.00		0.00	
21			0.00	0.00	0.00	0.00		0.00	
			0.00	0.00	0.00	0.00		0.00	
			0.00	0.00	0.00	0.00		0.00	
	Add-ons	0.00	0.00	0.00	0.00	0.00		0.00	
	Change order amount total	0.00	0.00	0.00	0.00	0.00		0.00	
	Grand Totals	173,679.90	0.00	8,653.75	0.00	8,653.75	5%	165,026.15	0.00

Current payment request	\$8,653.75	Less Retainer	\$8,653.75
-------------------------	------------	---------------	------------



Fabrication Shop ♦ 26 Light Sky Court ♦ Sacramento, CA 95828
T: 916-386-1769 F: 916-386-1768

CONTINUATION SHEET

ACME CONSTRUCTION SUPPLY, INC. SOV FABRICATION, MATERIAL, ENGINEERING SERVICES

PAGE 2 OF 2 PAGES

Document G703 APPLICATION AND CERTIFICATION FOR PAYMENT

MWH Constructors, Inc.

370 interlocken Blvd, Ste 300, Broomfield, CO 80021

Application #:

1

Application Date:

October 29, 2019

Period to:

October 29, 2019

Client PO#:

830138

A	B	C	D	E	F	G		\$43,628.00	I
Line#	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	COMPLETED	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F+)	PERCENT COMPLETE (G / C)	BALANCE TO FINISH (C-G)	Retainer amounts 0%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Design/ENG/EPOXY Group								
	EPOXY & Engineering Submittal- Location Plans, Calcs, CAD/Solidworks Details & Stamping	8,653.75	0.00	8,653.75	0.00	8,653.75	100%	0.00	0.00
	Pre-Fab/Fabrication								
4	MK Group 1	57,686.30	0.00	0.00	0.00	0.00	0%	57,686.30	0.00
5	MK Group 2	27,786.30	0.00	0.00	0.00	0.00	0%	27,786.30	0.00
6	MK Group 3	20,089.35	0.00	0.00	0.00	0.00	0%	20,089.35	0.00
7	MK Group 4	59,464.20	0.00	0.00	0.00	0.00	0%	59,464.20	0.00
8			0.00	0.00	0.00	0.00		0.00	
18			0.00	0.00	0.00	0.00		0.00	
19			0.00	0.00	0.00	0.00		0.00	
20			0.00	0.00	0.00	0.00		0.00	
21			0.00	0.00	0.00	0.00		0.00	
			0.00	0.00	0.00	0.00		0.00	
			0.00	0.00	0.00	0.00		0.00	
	Add-ons	0.00	0.00	0.00	0.00	0.00		0.00	
	Change order amount total	0.00	0.00	0.00	0.00	0.00		0.00	
	Grand Totals	173,679.90	0.00	8,653.75	0.00	8,653.75	5%	165,026.15	0.00

Current payment request	\$8,653.75	Less Retainer =	\$8,653.75
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P-005 Purchase Valves

Description	Company	Invoice #	Dollar Value
Final Waiver - RET Release	Ferguson	R092761	\$ -
			\$ -



FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

Deliver To: NO BID 320000
From: Aimee Woodring
Comments:

Please Contact With Questions:
844-481-8644

Invoice Number	Customer	Page
R092761	57934	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 3335.12

FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

Sold To:

MWH CONSTRUCTORS INC
370 INTERLOCKEN BLVD 300
30504789 EAGLE LOWER BASIN WTP
BROOMFIELD, CO 80021-8012

Ship To:

MWH CONSTRUCTORS INC
311 VIOLET LANE
EAGLE LOWER BASIN WTP
EAGLE, CO 81631

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1116	1116	COE	INV 1092761	WMD	RETAINAGE	06/03/2020	54114
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
			1092761 03/05/20 \$3,335.12				
1	1	RETAINAGE	RETAINAGE	3335.120	EA	3335.12	
Invoice Sub-Total						3335.12	
Tax						0.00	
Total Amt						3335.12	

TOTAL DUE ---> 3335.12

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



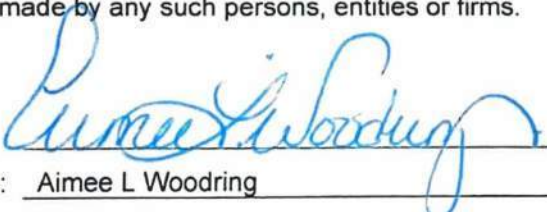
FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Aimee L Woodring (herein "the undersigned") is the authorized agent for Ferguson Enterprises, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Waterworks Material for incorporation or improvement of a project commonly known as Town of Eagle Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of _____ ("Owner").

In consideration of the sum of Three thousand three hundred thirty-five dollars and 12/100 Dollars (\$3335.12) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

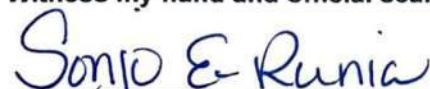
The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:  Company: Ferguson Enterprises
Name: Aimee L Woodring Address: 1788 Helena St
Title: Market Credit Manager Aurora, CO 80011
Date: 07/22/2021 918-505-6537

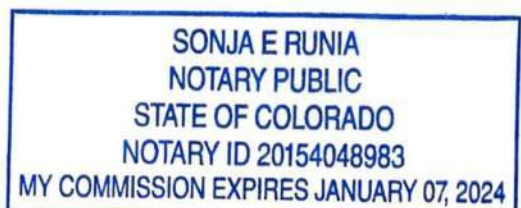
STATE OF Colorado
COUNTY OF Adams

Subscribed and sworn to (or affirmed) before me this 22nd day of July, 2021
by Aimee Woodring, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:


Signature of Notary Public

My commission expires: January 7, 2024





P-006 Purchase Pipe & Fittings

Description	Company	Inv #	Dollar Value
Final Waiver - Prev Billed PA #30	C&B Piping	9372	
Final Waiver - Prev Billed PA #27	IMS	41347	
			\$ -



C&B Piping (W), Inc.
PO Box 974
Leeds, AL 35094

INVOICE

Note: Already Prev
Billed TOE on PA
#30

Invoice No.	Date
009372	10/14/2020
Refer to Invoice Number 009372	

SOLD TO:

MWH CONSTRUCTORS (EAGLE)
370 INTERLOCKEN BLVD
SUITE 300
BROOMFIELD, CO 80021

SHIP TO:

MWH CONSTRUCTORS (EAGLE)
CO EAGLE LOWER BASIN WTP
311 VIOLET LANE
JAY FRAZIER 303-918-1913
EAGLE, CO 81631

Attn:

Attn:

Sales Order	Cust No	Customer PO #	Order Date	Mark Shipment	Terms
0016278-0000	MWH006	190-0117	10/1/2020	D	2%10 Net30
Sales Rep	Ship Date	Shipped Via	F.O.B. Point	Tracking Number	
ADAM SMITH	10/14/2020	UPS	PPA		

----- Quantity -----				Part Number/Revision	Description	Unit Price	Amount
Item	Order	Ship	B/O			\$	\$
001	1	1		*	14" X 0.50" THICK 316SS SPACER FLANGE, CL150	582.0000	582.00
					Freight Charges		30.37
TOTAL:						\$	612.37

C B Piping (W), Inc. is not responsible for shortages unless marked on the Bill of Lading



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Adam Smith (herein "the undersigned") is the authorized agent for C&B Piping, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as P30504789-006 for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Six hundred twelve dollars and Thirty-Seven Cents Dollars (\$612.37) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

Invoice #009372

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: C & B Piping
Name: Adam Smith Address: PO Box 974
Title: Senior Project Manager Leeds, AL 35094
Date: 9/30/2021

STATE OF Alabama
COUNTY OF St. Clair

Subscribed and sworn to (or affirmed) before me this 30th day of September, 2021
by Adam Smith, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 08.04.25

[Signature]
Signature of Notary Public



**INDUSTRIAL AND MUNICIPAL SUPPLY**

P.O BOX 573
WEST POINT, GA 31833
Phone: (706) 643-4214 ***** Fax (706) 643-5515

Invoice

Note: Already
Prev Billed to
TOE on PA #27

Date Invoiced: 7/29/2020

Payment Terms: NET 30 DAYS

Invoice ID: 41347

Purchase Order: P30504789-009

Bill To:

MWH Constructors, Inc.
370 INTERLOCKEN BLVD,STE 400

BROOMFIELD, CO, 80021

Ship To:

MWH Constructors, Inc.
EAGLE LOWER BASIN WATER PLANT
311 VIOLET LANE
EAGLE, CO 81631

Qty	Unit	Description	Unit Sell	Ext. Sell	Shpd
Heading #01 BACKPULSE TANK FILL LINE					
1	Each	8" EPDM 0'-10" FLANGE EXPANSION JOINT PROCO STYLE 232/EE DOUBLE OPEN WIDE ARCH MEETS FSA SERIES C WITH STYLE 481 ANSI 150# FLANGE DRILLING AND "NSF 61" MATERIAL WITH TYPE 316 STAINLESS STEEL BACKING RINGS AND CONTROL RODS "AIS" COMPLIANT ** MARK# 01-10 **	\$2,757.50	\$2,757.50	1
Heading #02 BACKPULSE TANK OVERFLOW & DRAIN					
1	Each	10" EPDM 1'-2" FLANGE EXPANSION JOINT PROCO STYLE 232/EE DOUBLE OPEN WIDE ARCH MEETS FSA SERIES C WITH STYLE 481 ANSI 150# FLANGE DRILLING AND "NSF 61" MATERIAL WITH TYPE 316 STAINLESS STEEL BACKING RINGS AND CONTROL RODS "AIS" COMPLIANT ** MARK# 02-2 **	\$3,592.50	\$3,592.50	1
1	Each	2" EPDM 0'-10" FLANGE EXPANSION JOINT PROCO STYLE 232/EE DOUBLE OPEN WIDE ARCH MEETS FSA SERIES C WITH STYLE 481 ANSI 150# FLANGE DRILLING AND "NSF 61" MATERIAL WITH TYPE 316 STAINLESS STEEL BACKING RINGS AND CONTROL RODS "AIS" COMPLIANT ** MARK# 02-9 **	\$1,201.25	\$1,201.25	1

**INDUSTRIAL AND MUNICIPAL SUPPLY**

P.O BOX 573

WEST POINT, GA 31833

Phone: (706) 643-4214 ***** Fax (706) 643-5515

Invoice

**Heading #14 BACKWASH RETURN LINE FROM 4" 90 CONNECTION TO 4" CHECK VALVE
CONNECTION**

1	Each	4" EPDM 0'-10" FLANGE EXPANSION JOINT PROCO STYLE 232/EE DOUBLE OPEN WIDE ARCH MEETS FSA SERIES C WITH STYLE 481 ANSI 150# FLANGE DRILLING AND "NSF 61" MATERIAL WITH TYPE 316 STAINLESS STEEL BACKING RINGS AND CONTROL RODS "AIS" COMPLIANT ** MARK# 14-6 **	\$1,578.75	\$1,578.75	1
---	------	--	------------	------------	---

Subtotal	\$9,130.00
Misc	\$0.00
Tax	\$0.00
Freight	\$263.63
Trade Discount	\$0.00
Total	\$9,393.63



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Kenneth Marc Simmons (herein "the undersigned") is the authorized agent for Industrial & Municipal Supply, Inc. ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Supplies for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of \$9393.63 Dollars (\$9393.63) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Kenneth Marc Simmons Company: Industrial & Municipal Supply, Inc.
Name: Kenneth Marc Simmons Address: P.O. Box 573
Title: CEO West Point, GA
Date: 09/29/2021 31883

STATE OF GA
COUNTY OF Troup

Subscribed and sworn to (or affirmed) before me this 29 day of September, 2021
by Kenneth Marc Simmons, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Karen Michelle Neely
Signature of Notary Public

My commission expires: 7-15-2025





P-010 Automatic Self Cleaning Strainers

Description	Company	Dollar Value
Final Waiver - RET Release	TetraSource	\$ -

\$	-
----	---



PROJECT/JOB HEADER

General Information:

Invoice Number:	30504789010RET
Invoice Date:	12/13/2021
Vendor Name:	Pentad Associates Inc.
Vendor Number:	PEN0004
Project/Job Number:	30504789
Commitment Number:	136786OW (P30504789-010)

Contract Information: *

Original Contract:	\$	74,574.00	
Executed Change Orders:	\$	-	
Final Contract:			\$ 74,574.00

Accounts Payable Information:*

Invoiced to Date (Includes Retention):	\$	74,574.00	
Open Commitment Amount:			\$ -
Paid to Date (Includes Retention Paid):	\$	74,574.00	
Invoices on Hold:	\$	-	
Retention on Hold:	\$	3,542.27	
Check Invoiced to Date to Subtotal	\$	71,031.73	\$ (3,542.27)
Retention Amount to Release:	\$	-	
New Retention on Hold:			\$ 3,542.27
Date to Release Retention Amount:		12/13/2021	

Signatures Required:

Prepared By Name:	Margaret Elges
Prepared By Signature:	<i>Margaret Elges</i>
Prepared By Date:	12/13/2021
Project Manager Name:	
Project Manager Signature:	<i>Tyler Hendrix</i>
PM Approval Date:	12-14-21

* - All Dollars should be entered as Positive Numbers



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Randall Miller (herein "the undersigned") is the authorized agent for TetraSource, LLC dba Pentad Associates Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as _____ for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Three Thousand Five Hundred Forty Two and 27/100 Dollars (\$3542.27) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: TetraSource, LLC dba Pentad Assoc.
Name: Randall Miller Address: 57525 E County Road 46
Title: Owner Strausburg, CO 80136
Date: 12/13/21

STATE OF COLORADO
COUNTY OF ADAMS

Subscribed and sworn to (or affirmed) before me this 13TH day of DECEMBER, 2021
by RANDALL MILLER, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 02/18/2023

SHAWN MICHAEL GOW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154006872
MY COMMISSION EXPIRES 02/18/2023



P-011 Water Intake Screens

Description	Company	PA #	Dollar Value
Final Waiver - Prev Billed to TOE PA #22	Hydroscreen	1	\$ -
			\$ -



SOV Item: P-011 Wedgewire Screens (Hydroscreen)

Contractor: Hydroscreen Co.
Furnishing &
Installing Wedge
Wire Water Intake

Work Scope: Screens.

Contract #: P30504789-011

Retention : 5%

Cost Code: 110-1020

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	9/14/2019	Wedgewire Water Intake Screens	7,020.00
2	CO 0001	11/25/2019	PC 046 WCD 15 Coanda Scrn Chgs	725.00
				-
				<u>7,745.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
22	1	2/1/2020	1/29/2020	7,745.00		7,357.75
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
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					-	-
					-	-
					-	-
ITD Totals:				<u>7,745.00</u>	-	<u>7,745.00</u>

Hydroscreen CO. LLC
2390 Forest Street
Denver, Colorado 80207

Vendor # HYDO007
Job# 30504789
PA# 30003993-0001

Invoice

Date	Invoice #
2/1/2020	1

Bill To
MWH Constructors Tyler Hendrix 370 Interlocken Blvd #400 Broomfield, Colorado 80021

Note: Previously
Billed to TOE PA
#22. Final Waiver
Attached

Ship To
Eagle WTP Eagle CO.

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
?	Due on receipt		1/29/2020	hand delivery		
Quantity	Item Code	Description			Price Each	Amount
2	Screens	Wedgewire Screens per specifications #63 wire, 5 degree tilt wire spacing .5mm			3,872.50	7,745.00
		Sales Tax			2.70%	0.00
					5% RET \$	



MWH

CONSTRUCTORS

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Robert K. Weir (herein "the undersigned") is the authorized agent for Hydroscreen Co. LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as P30504789-011 for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Seven Thousand Seven Hundred Forty Five and 00/100 (\$7745.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: <u>Robert K. Weir</u>	Address: <u>Hydroscreen CO, LLC</u>
Name: <u>Robert K. Weir</u>	<u>2390 Forest St.</u>
Title: <u>President</u>	<u>Denver, CO 80207</u>
Date: <u>3/24/2020</u>	

STATE OF Colorado)
COUNTY OF Denver) ss.

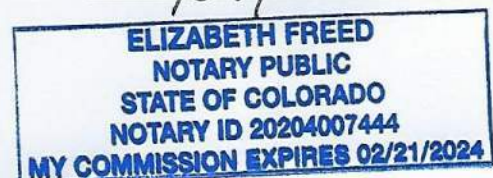
Subscribed and sworn to (or affirmed) before me this 25th day of March, 2020, by Robert K. Weir, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires:

02/21/2024



P-012 In-Line Rapid Mixer

Description	Company	Invoice #	Dollar Value
Final Waiver-Prev Billed PA #25	Philadelphia Mixing Solutions	125785	\$ -

\$ -

Invoice

Page 1 of 2

Invoice # 125785

Bill To:

MWH Constructors, Inc
370 Interlocken Blvd Ste 300
Broomfield CO 80021
United States

Ship To:

David Frazier
MWH Constructors, Inc
311 Voilet Ln
Eagle CO 81631
United States

Note: Billed first/
final pymt Town of
Eagle PA #25. FLW
attached

Cust Num: 102227

Email:

Fax: 303-439-2820

PO Number: P30504789-012

Terms: Net 30 Days

Sales Tax ID:

Order Num: 73066

Invoice Date: 1/14/2020

Pack Num: 24760

Due Date: 2/13/2020

Invoice to: Shanda.Walburn@stantec.com
Project: Lower Basin Water Treatment Plant
Owner/Client: Town of Eagle

Line	Quantity	Part Number/Description	Unit Price	Ext Price
1	1.00 EACH	PAD5AE-5D1UU-001 Portable Gear PTS 5:1 1800RPM 1HP 316/316L S/S 1.25 Shaft Rushton, Rushton	14,000.00 /1	14,000.00

SerialNumber 19P2744

Sold To: MWH Constructors, Inc / United States / /

Payment Information

Citizens Bank of Pennsylvania
Account Number: 6302620523
ABA Number: 036076150
Swift Code: CTZIUS33

Philadelphia Mixing Solutions LTD
Federal Tax ID #27-1329237

Subtotal: \$ 14,000.00

Misc Charges: \$

Taxes: \$

Total: \$ 14,000.00

Less Payments/Adv Bill: \$.00

Balance: **\$ 14,000.00 USD**



Final Waiver and Release - MWH Constructors.pdf

DocVerify ID: 5F75DA3A-E153-4BD5-9C75-D180D3B4CBA2
Created: August 06, 2020 14:04:54 -5:00
Pages: 1
Remote Notary: Yes / State: PA

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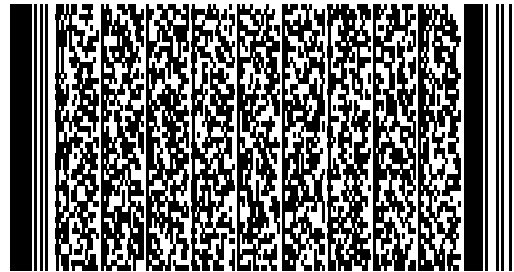
E-Signature Summary

E-Signature 1: Jennifer Anderson (JAA)

August 06, 2020 14:34:05 -5:00 [603D06D508D3] [50.32.241.104]
janderson@philamixers.com (Principal) (Personally Known)

E-Signature Notary: Heather L. Weikel (HLW)

August 06, 2020 14:34:05 -5:00 [43785A941427] [207.44.32.60]
hweikel@philamixers.com
I, Heather L. Weikel, did witness the participants named above electronically sign this document.



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Jennifer Anderson (herein "the undersigned") is the authorized agent for Philadelphia Mixing Solutions Ltd. ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as In Line Rapid Mixers for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Fourteen Thousand and XX/100 (\$14000.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Jennifer Anderson Address: Philadelphia Mixing Solutions Ltd
Signed on 2020/08/06 14:34:05 -5:00
Name: Jennifer Anderson 1221 E Main St
Title: Controller Palmyra, PA 17078
Date: 8/6/2020

STATE OF Pennsylvania)
COUNTY OF Northumberland) ss.

Subscribed and sworn to (or affirmed) before me this 6th day of August, 2020, by Jennifer Anderson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:

November 18, 2021

Heather L. Weikel Signature of Notary Public
Signed on 2020/08/06 14:34:05 -5:00

Commonwealth of Pennsylvania - Notary Seal
Heather L. Weikel, Notary Public
Lebanon County
My Commission Expires Nov 18, 2021
Commission Number 1253023



P-013 Horizontal Flocculation Equipment

P-014 Inclined Plate Settlers

P-015 Sludge Removal System

Description	Company	Dollar Value
Final Waiver - Retention Release	JMS	\$ -

\$ -



JIM MYERS & SONS, INC.
PO BOX 38778
CHARLOTTE NC 28278

V# JIM0002
Contract #130861OW
(P30504789-013)
Final Pymt - RET RLS

Phone: 704-554-8397
Fax: 704-554-9113

Page: 1 of 1
Date: 11/16/2021

INVOICE

Invoice: 21098

Sold To:

MWH CONSTRUCTORS
370 INTERLOCKEN BLVD, STE 300
BROOMFIELD CO 80021
USA

Ship To:

MWH CONSTRUCTORS
ATTN: ACCOUNTS PAYABLE
8001 ARISTA PLACE
SUITE 500
BROOMFIELD CO 80021
USA

Email: ap.invoices@mwhconstructors.com

PO Number: Terms: NET 30 F.O.B.: DELIVERY AT PLACE
Sales Rep: ERIC FIELDS
Project #: Ship Date: 11/16/2021

*FINAL RETAINAGE BILLING ON EAGLE CO PROJECT
JMS PROJECT #181035 MWH PO# P30504789-013*

LinePart Number/Description	Revision	Quantity	Unit Price	Ext Price
1		0.00	0.00/1	0.00
RETAINAGE BILLING EAGLE CO PROJECT				

Miscellaneous Charges:

Description	Amount
RETAINAGE	10,125.25

Payment Schedule

Due Date	Amount
1 12/16/2021	10,125.25
Total	10,125.25

Line(s) Subtotal: 0.00
Total Misc Charges: 10,125.25
Total Tax: 0.00
Total **10,125.25**



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS David L. Myers (herein "the undersigned") is the authorized agent for Jim Myers & Sons, Inc. ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

Ten thousand, one hundred and twenty five dollars and twenty five cent

In consideration of the sum of Dollars (\$10,125.25) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

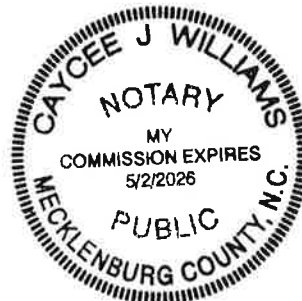
By: [Signature] Company: Jim Myers & Sons, Inc.
Name: David L. Myers Address: 5120 Westinghouse Blvd.
Title: President Charlotte, NC 28273
Date: 11/16/2021

STATE OF North Carolina
COUNTY OF Mecklenburg

Subscribed and sworn to (or affirmed) before me this 16th day of November, 2021
by David L. Myers, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:
[Signature of Caycee J Williams]
Signature of Notary Public

My commission expires: 5/2/2026



P-016 11140 Membrane Equipment

Description	Company	Inv #	Dollar Value
Membrane Equipment	Zenon	901250333	2,797.93
Membrane Equipment	Zenon	901250334	146,248.00
Billed to D-003 Dewatering	Zenon	901250334	(88,681.00)
Membrane Equipment	Zenon	901250336	292,496.00
Final Waiver - RET Release	Zenon	901250457	\$ -
			<u>\$ 352,860.93</u>

 ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250333 100025421		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES 30504789 132970OW			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:				SHIPPED FROM:		
DELIVERY NO.:				FREIGHT:		
DESTINATION COUNTRY: UNITED STATES				CURRENCY: U.S. Dollar		
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	SUEZ PROJECT MANAGER: ANDREW CLIFF SUEZ PROJECT NO.: 00504844 PCN #3 - 100% PROCUREMENT/SHIPMENT OF SPARE PARTS \$2,797.93 LESS RETENTION \$139.90 INVOICE TOTAL \$2,658.03 THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. NOTWITHSTANDING THE INCO TERMS STATED ABOVE, TITLE SHALL TRANSFER TO THE BUYER AT TIME OF SHIPMENT FROM SELLERS PLANT. CERTIFIED TRUE, JUST AND CORRECT					

		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250333 100025421		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:			SHIPPED FROM:			
DELIVERY NO.:			FREIGHT:			
DESTINATION COUNTRY: UNITED STATES			CURRENCY: U.S. Dollar			
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	IF PAID AFTER 14JAN2022 PLEASE REMIT USD 2,711.19 Please pay invoice on time to avoid any interruption of service.					
For payment by check, please mention invoice no 901250333 on payment and send by courier to above mentioned remit to address.		NET PRICE 2,658.03				
		PAY THIS AMOUNT 2,658.03				

 ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250334 100025422		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES 30504789 1329700W			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:				SHIPPED FROM: SUEZ Water Technologies & Solutions		
DELIVERY NO.:				FREIGHT:		
DESTINATION COUNTRY: UNITED STATES				CURRENCY: U.S. Dollar		
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	SUEZ PROJECT MANAGER: ANDREW CLIFF SUEZ PROJECT NO.: 00504844 10% TRAINING & COMMISSIONING \$146,248.00 LESS RETENTION \$7,312.40 INVOICE TOTAL \$138,935.60 THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. NOTWITHSTANDING THE INCO TERMS STATED ABOVE, TITLE SHALL TRANSFER TO THE BUYER AT TIME OF SHIPMENT FROM SELLERS PLANT. CERTIFIED TRUE, JUST AND CORRECT					


\$57,567 Billed to P-016 Membrane.
\$88,681 Billed to D-003 Dewatering

		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250334 100025422		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:				SHIPPED FROM: SUEZ Water Technologies & Solutions		
DELIVERY NO.:				FREIGHT:		
DESTINATION COUNTRY: UNITED STATES				CURRENCY: U.S. Dollar		
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	IF PAID AFTER 14JAN2022 PLEASE REMIT USD 141,714.31 Please pay invoice on time to avoid any interruption of service.					
For payment by check, please mention invoice no 901250334 on payment and send by courier to above mentioned remit to address.		NET PRICE				138,935.60
		PAY THIS AMOUNT				138,935.60

 ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 ----- Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250336 100025423		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES		30504789 132970OW		SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES		
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES		PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice			DUE DATE 14JAN2022	
		TERMS OF DELIVERY: CIP - PROJECT SITE				
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:				SHIPPED FROM: SUEZ Water Technologies & Solutions		
DELIVERY NO.:				FREIGHT:		
DESTINATION COUNTRY: UNITED STATES				CURRENCY: U.S. Dollar		
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	SUEZ PROJECT MANAGER: ANDREW CLIFF SUEZ PROJECT NO.: 00504844 EQUIPMENT DELIVERY - PART 2 \$292,496.00 LESS RETENTION \$14,624.80 INVOICE TOTAL \$277,871.20 THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. NOTWITHSTANDING THE INCO TERMS STATED ABOVE, TITLE SHALL TRANSFER TO THE BUYER AT TIME OF SHIPMENT FROM SELLERS PLANT. CERTIFIED TRUE, JUST AND CORRECT					

		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250336 100025423		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:			SHIPPED FROM: SUEZ Water Technologies & Solutions			
DELIVERY NO.:			FREIGHT:			
DESTINATION COUNTRY: UNITED STATES			CURRENCY: U.S. Dollar			
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	IF PAID AFTER 14JAN2022 PLEASE REMIT USD 283,428.62 Please pay invoice on time to avoid any interruption of service.					
For payment by check, please mention invoice no 901250336 on payment and send by courier to above mentioned remit to address.		NET PRICE 277,871.20				
		PAY THIS AMOUNT 277,871.20				

 ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250457 100025425		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:				SHIPPED FROM: SUEZ Water Technologies & Solutions		
DELIVERY NO.:				FREIGHT:		
DESTINATION COUNTRY: UNITED STATES				CURRENCY: U.S. Dollar		
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	SUEZ PROJECT MANAGER: ANDREW CLIFF SUEZ PROJECT NO.: 00504844 5% RETENTION \$ 80,423.50 THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. NOTWITHSTANDING THE INCO TERMS STATED ABOVE, TITLE SHALL TRANSFER TO THE BUYER AT TIME OF SHIPMENT FROM SELLERS PLANT. CERTIFIED TRUE, JUST AND CORRECT IF PAID AFTER 14JAN2022 PLEASE REMIT USD 82,031.97					

		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 ----- Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250457 100025425		
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.		
NOV/23/2021				P30504789-016		
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES			
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022	
			TERMS OF DELIVERY: CIP - PROJECT SITE			
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER
91006180 - 5 JOSH WILLARD				217089		70416627
CARRIER:			SHIPPED FROM: SUEZ Water Technologies & Solutions			
DELIVERY NO.:			FREIGHT:			
DESTINATION COUNTRY: UNITED STATES			CURRENCY: U.S. Dollar			
SI_No #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
Please pay invoice on time to avoid any interruption of service.						
For payment by check, please mention invoice no 901250457 on payment and send by courier to above mentioned remit to address.		NET PRICE 80,423.50				
		PAY THIS AMOUNT 80,423.50				

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Michael Benson (herein "the undersigned") is the authorized agent for ZENON Environmental Corporation, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as _____ for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Eighty Thousand Four Hundred Twenty Three Dollars (\$80,423.50) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: <u>Michael Benson</u>	Company: <u>ZENON Environmental Corporation</u>
Name: <u>Michael Benson</u>	Address: <u>3239 Dundas Street West</u>
Title: <u>Contract Manager</u>	<u>Oakville Ontario, L6M4B2</u>
Date: <u>December 16th 2021</u>	<u>Canada</u>

STATE OF Province of Ontario

COUNTY OF Halton

Subscribed and sworn to (or affirmed) before me this 16th day of December, 2021

by Michael Benson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:



Signature of Notary Public

My commission expires:

David Blair Bingham, Notary Public,
Regional Municipality of Halton, limited to the
attestation of instruments and the taking of
affidavits, for SUEZ Water Technologies &
Solutions Canada and its affiliates.
Expires December 18, 2023.



P-017 11200 Static Mixers

Description	Company	Inv #	Dollar Value
Final Waiver - Prev Billed PA #21	Koflo	KI-101145	\$ -

\$ -



KOF0001
Contract #131874OW
30504789

Koflo Corporation
309 Cary Point Drive
Cary IL 60013

Shipping Address:

MWH Constructors, Inc., Eagle Jobsite
Attn: Dave Frasier
311 Violet Lane
Eagle CO 81631

Note: Previously
Billed Town of
Eagle PA #21.
Final Waiver
Attached

Customer Address:

MWH Constructors, Inc., Shanda Walburn
370 Interlocken Blvd.
Broomfield CO 80021

Invoice KI-101145

Invoice Date: 01/01/2020 Due Date: 01/17/2020 Source: K-90250 Reference: P30504789-017 Payment Terms:

Description	Quantity	Unit Price	Taxes	Amount
16" Schedule 10S (0.188" Wall) 316L Stainless Steel Static Mixer 4 Fixed Low Pressure Loss Design 316L Stainless Steel Mixing Elements Class 150 Flat Face Slip-On Flanged Ends 3 x 1" Female NPT 316L Stainless Steel Injection Ports Material Test Reports SP Details: Other: AIS Compliant - American Steel Length: 137 inch Drawing #: KD-6169.1	1.00000 Units	18,440.0000	Not Collected	\$ 18,440.00
Material Test Reports - AIS Compliant Steel	1.00000 Units	0.0000	Not Collected	\$ 0.00
Freight Coyote Logistics LTL	1.00000 Units	4,500.0000		\$ 4,500.00
Subtotal				\$ 22,940.00
Total				\$ 22,940.00

Please use the following communication for your payment : **KI-101145**

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Christopher Federighi (herein "the undersigned") is the authorized agent for Koflo Corporation, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as P30504789-017 for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of ^{Twenty} Twenty Two Thousand Nine Hundred Forty and XX/100 (\$22940.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: 	Address: <u>Koflo Corporation</u>
Name: <u>Christopher Federighi</u>	<u>309 Cary Point Drive</u>
Title: <u>VP of Sales</u>	<u>Cary, IL 60013</u>
Date: <u>2/21/2010</u>	

STATE OF Illinois)
)ss.
COUNTY OF McHenry)

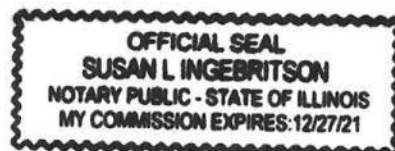
Subscribed and sworn to (or affirmed) before me this 21st day of February, 2020, by Christopher Federighi, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:

12/27/21


Signature of Notary Public





Koflo Corporation
309 Cary Point Drive
Cary, IL 60013

P 1 847 516 3700
T 1 800 STATICS (782-8427)
F 1 847 516 3724

February 21, 2020

RE: PO# P30504789-017
JOB NAME: Eagle, CO

Static mixer model 16-10S-3-M4.2-150F.IX3(1.0).T.SP contains 100% American steel. The flanges, pipes, and internal elements used in the manufacturing of this static mixer are comprised of American steel.

The pipe used for the housing is from Felker Brothers Corporation in Marshfield, WI, the heat number is 522353.

The elements are constructed from plate from North American Stainless in Ghent, KY, the heat number is B08W.

The half coupling used for the injection port is from Dason Stainless Products in Rahway, NJ, the heat number is E180855(R)

The flanged end connections are from MAASS GLOBAL Group in Houston, TX, the heat number is S7243.

Material Test Reports for these items are attached.

If you have any further questions please contact me at 847-516-3700.

KOFLO CORPORATION

Mrs. Jamie Veugeler
Sales Assistant



P-018 11210 Dry Chemical Feeder

Description	Company	Inv #	Dollar Value
Final Waiver - RET Release	Municipal Tx Eq	18386RET	-
			\$ -



PROJECT/JOB HEADER

General Information:

Invoice Number:	183862RET
Invoice Date:	8/4/2002
Vendor Name:	Municipal Treatment Equipt
Vendor Number:	MUN0001
Project/Job Number:	30504789
Commitment Number:	136784OW (P30504789-018)

Contract Information: *

Original Contract:	\$	41,875.00
Executed Change Orders:	\$	-
Final Contract:	\$	41,875.00

Accounts Payable Information:*

Invoiced to Date (Includes Retention):	\$	41,875.00
Open Commitment Amount:	\$	-
Paid to Date (Includes Retention Paid):	\$	39,781.25
Invoices on Hold:	\$	-
Retention on Hold:	\$	2,093.75
Check Invoiced to Date to Subtotal	\$	39,781.25
Retention Amount to Release:	\$	-
New Retention on Hold:	\$	2,093.75
Date to Release Retention Amount:		11/15/2021

Signatures Required:

Prepared By Name:	Margaret Elges
Prepared By Signature:	<i>Margaret Elges</i>
Prepared By Date:	11/15/2021
Project Manager Name:	
Project Manager Signature:	<i>Tyler Hendrix</i>
PM Approval Date:	

* - All Dollars should be entered as Positive Numbers

MUNICIPAL TREATMENT EQUIPT

17301 W COLFAX AVE, #105
GOLDEN, CO 80401

Invoice

Customer No.: MWH5000

Invoice No.: 183862RET

Bill To: **MWH CONSTRUCTORS ***
370 INTERLOCKEN BLVD
SUITE 300
BROOMFIELD, CO 80201

Ship To: **MWH Constructors**
311 Violet Lane
Attn: Dave Frazier
Eagle, CO 81631

Date		Ship Via		F.O.B.	Terms	
08/04/20		BEST WAY FFA		Origin	Net 30	
Purchase Order Number			Order Date	Sales Person		Our Order Number
P30504789-018			10/23/18	TIM		14529
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			Dry Chemical Feeder	41875.00	41875.00

Invoice subtotal 41875.00

Invoice total 41875.00

Per Contract -
Withheld 5%
retention \$41,875
X 5% = \$2,093.75

Thank You



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Robert Hoss (herein "the undersigned") is the authorized agent for Municipal Treatment Equipment, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Chem Feed Equipment for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Two thousand ninety three and 75/100 Dollars (\$2093.75) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: Municipal Treatment Equipment
Name: Robert Hoss Address: 17301 W Colfax Ave #105
Title: President Golden, CO 80401
Date: 10 Sept 2021

STATE OF COLORADO
COUNTY OF JEFFERSON

Subscribed and sworn to (or affirmed) before me this 10 day of SEPTEMBER, 2021
by ROBERT HOSS, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 10/30/2022

[Signature]
Signature of Notary Public

CYNTHIA O'DONNELL
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20184042372
My Commission Expires 10/30/2022



P-019 11220 Hypochlorite Generation

Description	Company	Inv #	Dollar Value
Final Waiver-RET Release	De Nora	CP00538	-
			\$ -

**De Nora Water Technologies LLC**

1110 Industrial Blvd.

Sugar Land, TX 77478

281-240-6770 Fax# 281-240-6762

Retention Invoice

MWH CONSTRUCTORS, INC
370 INTERLOCKEN BLVD., STE 300
BROOMFIELD, CO 80021 USA

Invoice No. CP00538
Invoice Date: 5/3/2021
Terms: NET 30

Ship To

MWH CONSTRUCTORS, INC JOB SITE
311 VIOLET LANE
EAGLE, CO 81631 USA

Project No.: CP00538 - TOWN OF EAGLE

Proposal No.: P-30504789-019

<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Amount</u>
RETENTION	PC	1	3,154.36

TOTAL NET AMOUNT DUE: 3,154.36

Total Contract amount \$148,500

*Please Remit In US Dollars To:***By Wire**

De Nora Water Technologies LLC
JP Morgan Chase Bank
270 Park Ave., New York, NY 10004
Acct # 756792870
ABA# 021000021
Swift No: CHASUS33

By ACH

De Nora Water Technologies LLC
JP Morgan Chase Bank
Bank Routing # 044000037
Acct # 756792870



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Steve Hinkle (herein "the undersigned") is the authorized agent for De Nora Water Technologies, LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Sodium Hypochlorite Generation System for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle, CO ("Owner").

In consideration of the sum of three thousand one hundred fifty four 36/100 Dollars (\$3,154.36) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:  Company: De Nora Water Technologies, LLC
Name: Steve Hinkle Address: 1110 Industrial Blvd.
Title: Credit Manager Sugar Land, TX 77478
Date: 5-3-21

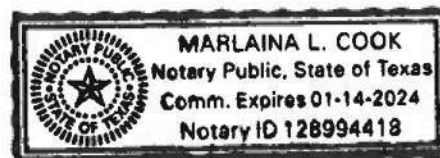
STATE OF Texas
COUNTY OF Ford Bend

Subscribed and sworn to (or affirmed) before me this 3rd day of May, 2021
by Steve Hinkle, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:


Signature of Notary Public

My commission expires:



P-020 11230 Chemical Metering Pumps

Description	Company	Inv #	Dollar Value
Final Waiver-RET Release	Allwater Supply	5305	-
			<u>\$ -</u>



SOV Item: P-020 - 11230 Chemical Metering Pumps

Contractor: Allwater Supply LLC

Work Scope: 11230 Chemical Metering Pumps

Contract #: P30504789-020

Retention : 5%

Cost Code: 110-1110

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	9/7/2018	11230 Chemical Metering Pumps	127,492.24
				127,492.24

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
25	5257	5/30/2020	5/30/2020	127,492.24	6,374.61	121,117.63
41	5305	7/9/2020	Retention Release		(6,374.61)	6,374.61
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
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					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
ITD Totals:				127,492.24	0.00	127,492.24

ALLWATER SUPPLY LLC

P.O. Box 788
Loveland, CO 80539-0788

Invoice

Date	Invoice #
7/9/2020	5305

PAST DUE

Bill To
MWH Constructors, Inc. 8001 Arista Place, Suite 500 Broomfield, CO 80021 Attn: Accounts Payable ap.invoices@mwhconstructors.com

Ship To
MWH Constructors, Inc. 311 Violet Lane Eagle, CO 81631 Attn: Dave Frazier (970) 390-1248

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
P30504789-020	Net 30	KA	7/9/2020	Allstates WC	DELIVERED

Quantity	Item Code	Description	Price Each	Amount
1	990012	Project Sale Price	0.00	0.00
		SECTION 001		
1	DO000006	Duplex Sodium Hypochlorite Feed Skid		
2	S2CBH	Sigma 2 Control (B Version) Metering Pump Model# S2CBH07220PVT070UD110S1EN		
2	1001301	15ft. Universal Control Cable		
1	7745880	Terminal Box Kit, 2 Pump, Non-GFI Receptacle		
		SECTION 002		
1	DO000040	Duplex Sulfuric Acid Feed Skid		
2	DLTA	Delta Series Chemical Metering Pump Model# DLTA16012PVT2000UD1131ENO		
2	1001301	15ft. Universal Control Cable		
		SECTION 003		
1	DO000006	Duplex Potassium Permanganate Feed Skid		
2	DLTA	Delta Series Chemical Metering Pump Model# DLTA0450PVT2600UD1031ENO		
2	1001301	15ft. Universal Control Cable		
1	7745880	Terminal Box Kit, 2 Pump, Non-GFI Receptacle		
		SECTION 004		
1	DO000006	Duplex Sodium Hydroxide Feed Skid		

PLEASE REMIT PAYMENT TO ADDRESS ABOVE.

THANK YOU FOR YOUR BUSINESS

Subtotal

Sales Tax (0.0%)

Total

Balance Due

Phone #	Fax #
(970) 663-6645	(970) 663-6651

ALLWATER SUPPLY LLC

P.O. Box 788
Loveland, CO 80539-0788

Invoice

Date	Invoice #
7/9/2020	5305

PAST DUE

Bill To
MWH Constructors, Inc. 8001 Arista Place, Suite 500 Broomfield, CO 80021 Attn: Accounts Payable ap.invoices@mwhconstructors.com

Ship To
MWH Constructors, Inc. 311 Violet Lane Eagle, CO 81631 Attn: Dave Frazier (970) 390-1248

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
P30504789-020	Net 30	KA	7/9/2020	Allstates WC	DELIVERED

Quantity	Item Code	Description	Price Each	Amount
2	S1CBH	Sigma 1 Control Series Metering Pump (Version B) Model# S1CBH07065VPTS070UD110S1EN		
2	1001301	15ft. Universal Control Cable		
1	7745880	Terminal Box Kit, 2 Pump, Non-GFI Receptacle		
		SECTION 005		
1	DO000040	Duplex Fluoride Feed Skid		
2	Gamma X	Gamma X series metering pump Model#: GMXA1604PVT26000UD10300EN		
2	1001301	15ft. Universal Control Cable		
1	7745880	Terminal Box Kit, 2 Pump, Non-GFI Receptacle		
		SECTION 006		
1	DO000040	Triple Aluminum Sulfate Feed Skid		
3	DLTA	Delta Series Chemical Metering Pump Model# DLTA0450PVT2000UD1131ENO		
3	1001301	15ft. Universal Control Cable		
1	7746097	Terminal Box Kit, 3 Pump, Non-GFI Recept		
		SECTION 007 -- SPARE PARTS		
1	DO000011	Spare Parts		
1	1035953	Spare Parts Set SIGMA 2 d-.br FM 350 PVT		
1	1027081	Spare Parts Kit: Delta 1612		

PLEASE REMIT PAYMENT TO ADDRESS ABOVE.

THANK YOU FOR YOUR BUSINESS

Subtotal

Sales Tax (0.0%)

Total

Balance Due

Phone #	Fax #
(970) 663-6645	(970) 663-6651

ALLWATER SUPPLY LLC

P.O. Box 788
Loveland, CO 80539-0788

Invoice

Date	Invoice #
7/9/2020	5305

PAST DUE

Bill To
MWH Constructors, Inc. 8001 Arista Place, Suite 500 Broomfield, CO 80021 Attn: Accounts Payable ap.invoices@mwhconstructors.com

Ship To
MWH Constructors, Inc. 311 Violet Lane Eagle, CO 81631 Attn: Dave Frazier (970) 390-1248

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
P30504789-020	Net 30	KA	7/9/2020	Allstates WC	DELIVERED

Quantity	Item Code	Description	Price Each	Amount
2	1027084	Spare Parts Kit: Delta 0450		
1	1035967	Spare Part Kit: FM 65 PVT (Sigma/1)		
1	1023109	Spare Parts Kit: CNPA, BETA, GALA 1602-2, PVT		
	Shipping	SECTION 008 - DELIVERY Allstates World Cargo Tracking# 49844		
	Retention-Stored ...	Retention-Balance of equipment charges to be paid at completion of project	6,374.61	6,374.61

PLEASE REMIT PAYMENT TO ADDRESS ABOVE.

THANK YOU FOR YOUR BUSINESS

Subtotal	\$6,374.61
Sales Tax (0.0%)	\$0.00
Total	\$6,374.61
Balance Due	\$6,374.61

Phone #	Fax #
(970) 663-6645	(970) 663-6651



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Naomi Anderson (herein "the undersigned") is the authorized agent for Allwater Supply LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Invoice # 5305 for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Allwater Supply LLC ("Owner").

In consideration of the sum of US Dollars (\$6,374.61) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:  Company: Allwater Supply, LLC
Name: Naomi Anderson Address: 227 Meadowsweet Circle
Title: Office Manager Loveland, CO 80537
Date: 6/29/2021

STATE OF Colorado

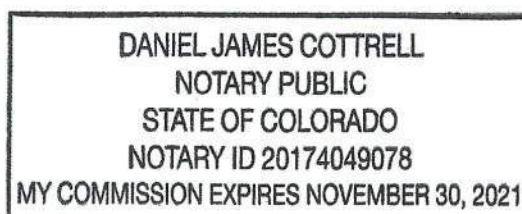
COUNTY OF Larimer

Subscribed and sworn to (or affirmed) before me this 1st day of July, 2021
by Naomi D Anderson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 11/30/2021


Signature of Notary Public





P-021 Fiberglass Reinforced Tanks

Description	Company	Inv #	Dollar Value
Remaining Bal of Product & Shipping & Receiving	Augusta	INV000006747C	\$ 3,866.25
Final Waiver - Ret Release	Augusta	INV00006747D	\$ -
			<u>\$ 3,866.25</u>

Augusta Fiberglass Coatings, Inc.

86 Lake Cynthia Rd
Blackville, SC 29817
United States
803-284-2284 803-284-2309

V# AUG0001
Contract: 131875OW

INV00006000C
1200010

Bill to:
MWH 370 Interlock Blvd
Suite 300
Denver, CO 80021

Ship to:
MWH
311 Violet Lane
Eagle, CO 81631

PO NUMBER P000000021

AFC Job #: W84090

TERMS			
			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Ea	5% balance of product	\$3,866.25	\$3,866.25
SUBTOTAL				\$3,866.25
SALES TAX				
SHIPPING AND HANDLING				
OTHER				
TOTAL				\$3,866.25

-\$ 193.31 (Less 5% RET
\$3,672.94 (Net Due)

Augusta Fiberglass Coatings, Inc.INVOICE# INV00006747D
10/12/2021

86 Lake Cynthia Rd

Blackville, SC 29817

United States

803-284-2284 803-284-2309

Bill To:

MWH

370 Interlocken Blvd

Suite 300

Denver CO 80021

Ship To:

MWH

2600 Douglas Road

Suite 600

Miami FL 33134

P. O. NUMBER	CUSTOMER ID	SHIPPING METHOD	PAYMENT TERMS	AFC JOB #
P30504789-021	MWH	TBD	NET 30	W84090

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Ea.	Retention 5% of total contract \$109,875.00	\$5,493.74	\$5,493.74

SUBTOTAL	\$5,493.74
SALES TAX	
SHIPPING AND HANDLING	
OTHER	
TOTAL	\$5,493.74



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Tiffanie Aldridge (herein "the undersigned") is the authorized agent for Augusta Fiberglass Coatings, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Frp Tanks for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Five thousand four hundred ninety three dollars and 74 cents Dollars (\$5,493.74) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Tiffanie Aldridge Company: Augusta Fiberglass Coatings, Inc.
Name: Tiffanie Aldridge Address: 86 Lake Cynthia Rd
Title: AR/AP Manager Blackville SC 29817
Date: 10/11/21

STATE OF South Carolina

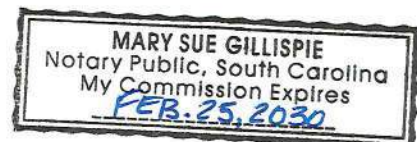
COUNTY OF Orangeburg

Subscribed and sworn to (or affirmed) before me this 11 day of October, 2021
by Tiffanie Aldridge, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Mary Sue Gillispie
Signature of Notary Public

My commission expires: FEB. 25, 2030





P-022 11250 Polyethylene Tanks

Description	Company	Inv #	Dollar Value
Final Waiver-Prev Billed PA #38	Tank Equipment	210333	\$ -

\$ -



TANK EQUIPMENT, INC.

3752 IMPERIAL STREET
UNIT F
FREDERICK, CO 80516

www.tankequipment.com

Voice: 303-833-9200

Fax: 303-833-9205

30504789
131877OW
TAN0001

Note: Prev Billed
to Town of Eagle
PA #38. FLW
Attached

INVOICE

Invoice Number: 210333
Invoice Date: Jun 7, 2021
Page: 1

**PLEASE PAY FROM THIS INVOICE. YOU
WILL NOT RECEIVE A STATEMENT.**

Bill To:

MWH CONSTRUCTORS
370 INTERLOCKEN BLVD
SUITE 400
BROOMFIELD, CO 80021

Ship to:

MWH CONSTRUCTORS
CO/ EAGLE LBWTP TYLER HENDRIX
311 VIOLET LANE
EAGLE, CO 81631

Customer ID	Customer PO	Payment Terms	
MWH CONSTRUCTORS	1318760W	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
JOE CUMMIN	BEST WAY	6/3/21	7/7/21

Quantity	Item	Description	Unit Price	Amount
1.00	MISC	11000070440, 70-GALLON VERTICAL XLPE 1.9 SG, OR1000, NATURAL COLOR, HCI, NSF-61	4,200.00	4,200.00
1.00	MISC	11000070410, 70-GALLON VERTICAL XLPE 1.9 SG, NATURAL COLOR, SODIUM BISULFATE, NSF-61		
1.00	MISC	11000070410, 70-GALLON VERTICAL XLPE 1.9 SG, NATURAL COLOR, CITRIC ACID, NSF-61		
3.00	MISC	5167, 12" THREADED LID		
3.00	MISC	6768, 12" THREADED LID GASKET EPDM		
2.00	MISC	8039, 1/2" BHF VITON GF		
2.00	MISC	8041, 3/4" BHF VITON GF		
2.00	MISC	8043, 1" BHF VITON GF		
6.00	MISC	8045, 1.5" BHF VITON GF		
1.00	MISC	7097, 1/2" BHF EPDM		
1.00	MISC	7102, 3/4" BHF EPDM		
1.00	MISC	7107, 1" BHF EPDM		
2.00	MISC	7112, 1.5" BHF EPDM		
3.00	MISC	CALIBRATED GALLONAGE TAPE FOR EACH TANK		
Subtotal				4,200.00
Sales Tax				
Total Invoice Amount				4,200.00
Payment/Credit Applied				
TOTAL				4,200.00

Thank you for your business!

All sales are subject to our terms and conditions which can be viewed on our website at www.tankequipment.com

A SERVICE CHARGE OF 2% MAY BE ADDED
BALANCES WHICH ARE OVER 30 DAYS.

Check compatibility of tank and fittings with product being stored.
Always water test tank. Do not connect rigid plumbing directly to t
Gallonge marks are approximate and dimensions are nominal.

All equipment carries manufacturer's warranty only. Tank Equipment
not accept any warranty responsibility.



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Matthew Licknosky (herein "the undersigned") is the authorized agent for Tank Equipment, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as "Chemical Tanks For CIP Room Changes Based Upon WCD 78" for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Four thousand two hundred dollars and 00/100 Dollars (\$4200.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Matthew Licknosky Company: Tank Equipment
Name: Matthew Licknosky Address: 3752 Imperial St
Title: Sales Manager Unit F
Date: 07/26/21 Frederick, CO 80516

STATE OF COLORADO

COUNTY OF WELD

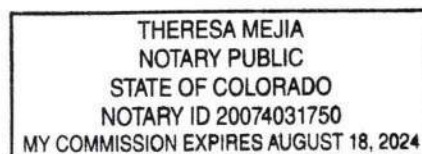
Subscribed and sworn to (or affirmed) before me this 26th day of JULY, 2021
by MATTHEW LICKNOSKY, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Theresa Mejia
Signature of Notary Public

My commission expires:

August 18, 2024





P-023 Flow Control Gates

Description	Company	Inv #	Dollar Value
Final Waiver-RET Release	Golden Harvest	021383 & 021513	

\$ -



SOV Item: P-023 Flow Control Gates

Contractor: Golden Harvest, Inv

Specificaqtion Section 11280 Flow Control Gates in Accordance with requirements contrained here

Work Scope: in. (Total of 4 Gates)

Contract #: P30504789-023

Retention : 5%

Cost Code: 110-1140

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	9/12/2018	Flow Control Gates - 4 Gates	13,000.00
2	CO 0001	12/9/2019	Coanda Screen Chgs	3,939.00
				-
				16,939.00

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
14	21383	8/16/2019	August 2019	13,000.00	650.00	12,350.00
19	21513	12/31/2019		3,939.00	196.95	3,742.05
41	021383 & 021513	5/24/2021	5/1/2021		(846.95)	846.95
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
ITD Totals:				16,939.00	-	16,939.00

**Golden Harvest, Inc.**

PO BOX 287
11944 WESTAR LANE
BURLINGTON, WA 98233

Voice: 360 757-4334

Fax: 360 757-1135

INVOICE

Invoice Number: 021383 & 021513

Invoice Date: May 24, 2021

Page: 1

Attention: Accounts Payable

MWH CONSTRUCTORS-CO
370 INTERLOCKEN BLVD SUITE 300
BROOMFIELD, CO 80021

Ship to:

MWH CONSTRUCTORS
311 VIOLET LANE
EAGLE, CO 81631
SEE BELOW

Customer ID	Customer PO	Payment Terms	
MWHCONSTRUCTORS-CO	SEE BELOW	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Fed-Ex Freight		6/23/21

Quantity	Description	Unit Price	Amount
1.00	PURCHASE ORDER #P30504789-023 BALANCE - INVOICE #021383 DATED 08/16/2019 GHI #17-0916 SUBCONTRACT NO: 131877OW SUBCONTRACT FOR: PC 046 WCD 015 COANDA SCREEN CHANGES SUBCONTRACT CHANGE ORDER NUMBER: 001	650.00	650.00
1.00	BALANCE - INVOICE #021513 DATED 12/31/2019 GHI #19-1148	196.95	196.95

Check/Credit Memo No:

**NOTE: Invoices over 30 days past due
will be charged 1% per month on the
unpaid balance.**

Subtotal	846.95
Sales Tax	
Total Invoice Amount	846.95
Payment/Credit Applied	
TOTAL	846.95



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Charlene Griffin (herein "the undersigned") is the authorized agent for Golden Harvest, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as P30504789-023 for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Eight Hundred forty-six and 95/100 Dollars (\$846.95) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Charlene Griffin Company: Golden Harvest, Inc.
 Name: Charlene Griffin Address: POB 287
 Title: Corporate Secretary Burlington, WA 98233
 Date: 05/19/2021 98233

STATE OF WASHINGTON

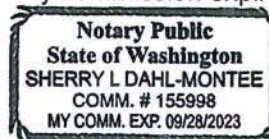
COUNTY OF SKAGIT

Subscribed and sworn to (or affirmed) before me this 19th day of May, 2021
 by Charlene Griffin, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Sherry Dahl-Montee
 Signature of Notary Public

My commission expires:





P-024 11310 Vertical Turbine Pumps

Description	Company	Inv #	Dollar Value
Final Waiver	Water Technology Group/ME Solutions	5525160	\$0.00

Invoice 5525160
Billed to D-003
Dewatering
Allowance. Final
Waiver Attached

\$ 0.00

INVOICE	
5525160	
Invoice Date	Page
12/09/2021	1 of 3
ORDER NUMBER	

Bill To:

MWH Constructors, Inc.
8001 Arista Place Suite 500
Broomfield, CO 80021
US

Ship To:

MWH Constructors, Inc.
ATTN: Dave Frazier
175 Violet Lane
Eagle, CO 81631
US

Attn: Deanna Murphy

Customer ID: 422502

PO Number					Term Description	Net Due Date	Disc Due Date	Discount Amount	
P30504789-024 (J12351 Eagle WTP)					Credit Card	12/9/2021	12/9/2021	0.00	
Order Date		Pick Ticket No		Primary Salesrep Name			Taker		
				Charles Greaves					
Quantities					Item ID Item Description		Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.					

Invoice Note: Change Order 6 Service work was for (2) 15HP Vertical Turbine Motors - Troubleshoot, disconnect, Emergency motor rewind, take to motor shop and reinstall both motors and test both motors. Quote 7039232 OP-472573

1.0000	1.0000	0.0000	EA	MOTOR TROUBLESHOOT-INITIAL WARRANTY C	1,875.7500	1,875.75
				labor and boom truck		
1.0000	1.0000	0.0000	EA	MOTOR DISCONNECT-DELIVER TO MOTOR SHO	1,150.0000	1,150.00
				labor and boom truck		
1.0000	1.0000	0.0000	EA	MOTOR INSTALL-INSTALL TRIP FOR ONE MOTO	1,615.0000	1,615.00
				labor and boom truck		
1.0000	1.0000	0.0000	EA	MOTOR REWIND-EMERGENCY MOTOR REWIND	16,928.5000	16,928.50
				rewind		
1.0000	1.0000	0.0000	EA	PURCHASE OF 15HP VERT HOLLOW SHAFT MOT	7,505.6600	7,505.66
				motor		
1.0000	1.0000	0.0000	EA	MOTOR INSTALL-INSTALL TRIP FOR 2ND MOTO	1,615.0000	1,615.00
				labor and boom truck		



WATER TECHNOLOGY GROUP

A COGENT COMPANY

INVOICE

INVOICE	
5525160	
Invoice Date	Page
12/09/2021	2 of 3
ORDER NUMBER	

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.				

Total Lines: 6

SUB-TOTAL: 30,689.91

TAX: 0.00

AMOUNT DUE: 30,689.91

Amount Due after 12/9/2021: 31150.26

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name P.O. Box 411832 Kansas City, MO 64141-1832 USA 1-816-221-0650	Enterprise Bank 12695 Metcalf Ave Overland Park, KS 66213 Routing Number: 081006162 Account Number: 4140000174

Preferred method of payment is ACH

**We have moved! Our new address is 4525 NW 41st St, Suite 400, Riverside, MO 64150.
Our ACH/WIRE and REMIT TO information has not changed.**

Final Pymt & FLW
Attached. 50%
Billing to TOW
(\$15,344.96) to
S-003 Dewatering
Allowance



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Robyn Allison (herein "the undersigned") is the authorized agent for Water Technology Group, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Motor Troubleshoot & Repair for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Thirty Thousand Six Hundred Eighty Nine and 00/100 Dollars (\$30689.91) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature]
Name: Robyn Allison Company: Water Technology Group and Cogent Co
Address: 4525 NW 41st St
Title: Controller Suite 400
Date: Dec 13, 2021 Riverside, MO 64150

STATE OF Missouri

COUNTY OF Clay

Subscribed and sworn to (or affirmed) before me this 13 day of December, 2021

by Robyn Allison, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature: Stephanie N. Benson]
Signature of Notary Public

My commission expires: Sept 4, 2025





P-025 11310 Horizontal Centrifugal Pumps

Description	Company	Inv #	Dollar Value
Final Waiver-RET Release	Canyon Sys	15239	\$ -

\$ -



SOV Item: P-025 Horizontal Centrifugal Pumps

Contractor: Canyon Systems, Inc.

Work Scope: Spec. Section 11310 Horizontal Self Priming Centrifugal Pumps. 7 Pumps Total

Contract #: P30504789-025

Retention : 5%

Cost Code: 110-1160

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	9/10/2018	Horizontal Centrifugal Pumps	73,372.00
				-
				-
				<u>73,372.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
16	14217	10/21/2019	10/1/2019	7,337.20	366.86	6,970.34
18	14218	12/9/2019	12/9/2019	62,366.20	3,118.31	59,247.89
30	14219	1/1/2020	1/1/2020	3,668.60	183.43	3,485.17
41	15239	11/4/2021	RET RLS		(3,668.60)	3,668.60
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
ITD Totals:				73,372.00	-	73,372.00

Canyon Systems, Inc.
420 Corporate Circle, Suite H
Golden, CO 80401



Invoice

Date	Invoice #
11/4/21	15239

Bill To
MWH Constructors 370 Interlocken Blvd. Ste. 300 Broomfield, CO 80021

Ship To
MWH Constructors 311 Violet Lane Eagle, CO 81631

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
P30504789-025	Net 30	GW	12/9/19	Bestway	Jobsite

Quantity	Item Code	Description	Price Each	Amount
1	Retention	>>>> RETENTION RELEASE INVOICE <<<< Town of Eagle LBWTP Contract Closeout	3,668.80	3,668.80T

Thank you for your business.

Sales Tax (0.0%) \$0.00

Total \$3,668.80

Phone #	Fax #	E-Mail
303-987-3838	303-987-8755	accounting@canyonsystemsinc.com



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Vicki Green-Quiroz (herein "the undersigned") is the authorized agent for Canyon Systems, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as P30504789-025 for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Three-Thousand Six Hundred and Sixty-Eight and 60/100 Dollars (\$3668.60) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Vicki Green-Quiroz Company: Canyon Systems, Inc.
Name: Vicki Green-Quiroz Address: 420 Corporate Circle, Suite H
Title: Secretary-Treasurer Golden, CO 80401
Date: 11/04/21

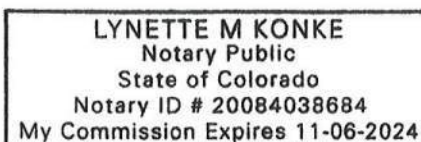
STATE OF Colorado
COUNTY OF Jefferson

Subscribed and sworn to (or affirmed) before me this 5TH day of November, 2021
by Vicki Green-Quiroz, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Lynette M Konke
Signature of Notary Public

My commission expires:





Town of Eagle

Lower Basin WaterTreatment Plant

SUBCONTRACTORS



S-001 Earthwork

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Solar Valley	16RET	\$ -
Final Waiver	Coggins	34815	\$ -

\$	-
----	---

Coggins First & Final
Payment Billed TOE PA
#40. Final Waiver
Attached



SOV Item: S-001 Earthwork

Contractor: Solar Valley LLC

Work Scope: Earthwork

Contract #: S30504789-001

Retention: 5%

Cost Code: 020-5010

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	7/23/2018	Earthworks	968,625.00
2	CO #1	10/26/2018	Earthwork 1	13,700.00
3	CO #2	11/12/2018	Earthwork 2	3,328.00
3	CO #2	11/12/2018	Earthwork 3	(8,500.00)
				<u>977,153.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
4	S-30504789-001.001	11/30/2018	11/1/18-11/30/18	274,565.00	13,728.25	260,836.75
5	S-30504789-001.002	12/31/2018	12/1/18-12/31/18	57,668.00	2,883.40	54,784.60
8	S-30504789-001.003	2/28/2019	1/1/19-2/28/19	51,673.50	2,583.68	49,089.83
10	S-30504789-001.004	4/30/2019	3/1/19-4/30/19	171,001.50	8,550.08	162,451.43
15	S-30504789-001.005	9/30/2019	5/1/19-9/30/19	102,625.00	5,131.25	97,493.75
21	S-30504789-001.007	2/29/2020	10/1/19-2/29/20	73,810.00	3,690.50	70,119.50
23	S-30504789-001.008	4/30/2020	3/1/20-4/30/20	10,000.00	500.00	9,500.00
24	S-30504789-001.009	5/31/2020	5/1/20-5/31/20	51,130.00	2,556.50	48,573.50
25	S-30504789-001.010	6/30/2020	6/1/20-6/30/20	9,075.00	453.75	8,621.25
27	S-30504789-001.011	8/31/2020	7/1/20-8/31/20	30,660.00	1,533.00	29,127.00
28	S-30504789-001.012	9/30/2020	9/1/20-9/30/20	72,120.00	3,606.00	68,514.00
28	S-30504789-001.012	9/30/2020	9/1/20-9/30/20	(26,235.00)	(1,311.75)	(24,923.25)
30	S-30504789-001.012	9/30/2020	9/1/20-9/30/20	26,235.00	1,311.75	24,923.25
30	S-30504789-001.013	10/31/2020	10/1/20-10/31/20	26,120.00	1,306.00	24,814.00
30	S-30504789-001.014	11/30/2020	11/1/20-11/30/20	21,820.00	1,091.00	20,729.00
33	S-30504789-001.015	1/31/2021	1/1/21-1/31/21	16,885.00	844.25	16,040.75
36	S-30504789-001.017	4/25/2021	4/1/21-4/15/21	8,000.00		8,000.00
41	S-30504789-001.016	3/31/2021	RET RLS		(48,457.65)	48,457.65
					-	-
					-	-
					-	-
					-	-
					-	-

ITD Totals: 977,153.00 - 977,153.00

APPLICATION AND CERTIFICATION FOR PAYMENT

TO GENERAL CONTRACTOR: PROJECT: EAGLE WTP
MWH CONSTRUCTORS

APPLICATION NO: 16
INVOICE NO: 2511

PERIOD TO: 1/30/21

FROM SUBCONTRACTOR:
SOLAR VALLEY LLC

SUBCONTRACT NO: S30504789-001

SUBCONTRACT FOR: EARTHWORK

CONTRACT DATE: 7/23/18

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Subcontractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: _____

1. ORIGINAL CONTRACT SUM	\$	968,625.00
2. Net change by Change Orders	\$	8,528.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	977,153.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	969,153.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	\$0.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	969,153.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	920,695
8. CURRENT PAYMENT DUE	\$	48,457.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$17,028.00	(\$8,500.00)
Total approved this Month		
TOTALS	\$17,028.00	(\$8,500.00)
NET CHANGES by Change Order	\$8,528.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 16
APPLICATION DATE: 1/25/21
PERIOD TO: 1/25/21
INVOICE NO: 2511

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Performance and Payment Bonds	\$28,215.00	\$28,215.00	\$0.00	\$0.00	\$28,215.00	100.00%	\$0.00	\$0.00
2	Mobilization	\$53,000.00	\$53,000.00	\$0.00	\$0.00	\$53,000.00	100.00%	\$0.00	\$0.00
3	Existing Lagoon Sludge Removal	\$26,500.00	\$26,500.00	\$0.00	\$0.00	\$26,500.00	100.00%	\$0.00	\$0.00
4	Clear and Grub Site	\$13,240.00	\$13,240.00	\$0.00	\$0.00	\$13,240.00	100.00%	\$0.00	\$0.00
5	Excavate WTP Building	\$154,600.00	\$154,600.00	\$0.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$0.00
6	Excavate RWPS Building	\$61,800.00	\$61,800.00	\$0.00	\$0.00	\$61,800.00	100.00%	\$0.00	\$0.00
7	Excavate Drying Beds and Lagoon	\$70,750.00	\$70,750.00	\$0.00	\$0.00	\$70,750.00	100.00%	\$0.00	\$0.00
8	Excavate Intake Structure	\$17,750.00	\$17,750.00	\$0.00	\$0.00	\$17,750.00	100.00%	\$0.00	\$0.00
9	Excavate Coanda Structure	\$17,750.00	\$17,750.00	\$0.00	\$0.00	\$17,750.00	100.00%	\$0.00	\$0.00
10	Install Structural Fill and Geotextile Fabric WTP Building	\$35,300.00	\$35,300.00	\$0.00	\$0.00	\$35,300.00	100.00%	\$0.00	\$0.00
11	Install Structural Fill and Geotextile Fabric RWPS Building	\$17,600.00	\$17,600.00	\$0.00	\$0.00	\$17,600.00	100.00%	\$0.00	\$0.00
12	Install Structural Fill and Geotextile Drying Beds & Lagoon	\$88,400.00	\$88,400.00	\$0.00	\$0.00	\$88,400.00	100.00%	\$0.00	\$0.00
13	Install Gravel Bed and Filter Sand at Drying Beds	\$79,500.00	\$79,500.00	\$0.00	\$0.00	\$79,500.00	100.00%	\$0.00	\$0.00
14	Install Structural Fill Intake Structure	\$8,800.00	\$8,800.00	\$0.00	\$0.00	\$8,800.00	100.00%	\$0.00	\$0.00
15	Install Structural Fill Coanda Structure	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$7,100.00	100.00%	\$0.00	\$0.00
16	Backfill WTP Building	\$44,150.00	\$44,150.00	\$0.00	\$0.00	\$44,150.00	100.00%	\$0.00	\$0.00
17	Backfill RWPS Building	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	\$0.00
18	Backfill Drying Beds and Lagoon	\$13,250.00	\$13,250.00	\$0.00	\$0.00	\$13,250.00	100.00%	\$0.00	\$0.00
19	Backfill and Install Rock Weir at Intake Structure	\$17,650.00	\$17,650.00	\$0.00	\$0.00	\$17,650.00	100.00%	\$0.00	\$0.00
20	Backfill and Install Rip Rap at Coanda Structure	\$13,250.00	\$13,250.00	\$0.00	\$0.00	\$13,250.00	100.00%	\$0.00	\$0.00
21	Install Gravel Roadways and Level Course for Sidewalks	\$48,600.00	\$48,600.00	\$0.00	\$0.00	\$48,600.00	100.00%	\$0.00	\$0.00
22	Spoil Relocation	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	100.00%	\$0.00	\$0.00
23	Fine Grade Site	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$31,000.00	100.00%	\$0.00	\$0.00
24	Respreading of Topsoil	\$22,000.00	\$16,060.00	\$0.00	\$0.00	\$16,060.00	73.00%	\$5,940.00	\$0.00
25	Demobilization	\$19,370.00	\$17,310.00	\$0.00	\$0.00	\$17,310.00	89.36%	\$2,060.00	\$0.00
26	001 - Sewer Line Fill	\$13,700.00	\$13,700.00	\$0.00	\$0.00	\$13,700.00	100.00%	\$0.00	\$0.00
27	002 - Instalation of Silt Fence	\$3,328.00	\$3,328.00	\$0.00	\$0.00	\$3,328.00	100.00%	\$0.00	\$0.00
28	003 - Structural Fill Requirements & Subgrade Prep & Fill	(\$8,500.00)	(\$8,500.00)	\$0.00	\$0.00	(\$8,500.00)	100.00%	\$0.00	\$0.00
	GRAND TOTALS	\$977,153.00	\$969,153.00	\$0.00	\$0.00	\$969,153.00	99%	\$8,000.00	\$0.00

Solar Valley LLC.
980 E. Hampden Ave.
Englewood, CO 80113 US
ar@svepro.com
www.svepro.com



INVOICE

BILL TO

MWH Constructors
370 Interlocken Blvd, Suite 300
Broomfield, CO 80021

INVOICE # 2511
DATE 12/25/2021
DUE DATE 01/24/2022
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Retainage Billing of previous held retainage (5%)	1	48,457.65	48,457.65

As agreed upon in conversation with David Frazier and Tyler Hendrix in October 2020, we are billing out the rest of our contract, less \$8,000 to finish the remaining 1% of work in the spring of 2021. The amounts billed to date are needed in order for our company to pay back our vendors and suppliers for this project.

BALANCE DUE

\$48,457.65

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Sol Saltzman (herein "the undersigned") is the authorized agent for **Solar Valley LLC**, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as **Earthworks** for incorporation or improvement of a project commonly known as **Lower Basin Water Treatment Plant**, ("Project") located at **311 Violet Lane** in **Eagle, Colorado** and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of **Town of Eagle** ("Owner").

In consideration of the sum of **Forty-Eight Thousand Four Hundred Fifty-Seven Dollars and sixty-five cents (\$48457.65)** paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

- a. **Releasing Party hereby directs Contractor to make payment for the amount set forth above directly to the Releasing Party's Surety, American Southern Insurance Company.**
- b. **Releasing Party hereby releases and holds harmless the Contractor for making such payment to Surety.**

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Address: Solar Valley LLC
 Name: Sol Saltzman 900 East Hampden
 Title: owner of Releasing company "thru mwh" Englewood, CO
 Date: 12/9/2021 80113

STATE OF

COUNTY OF

BAYLEE ALEXIS MATTHIES)
 NOTARY PUBLIC) ss.
 STATE OF COLORADO)
 NOTARY ID 20164018853

Subscribed and sworn to (or affirmed) before me this 9th day of December, 2021
 by Sol Saltzman proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:

12/28/25

[Signature]
 Signature of Notary Public



Cost Code: 020-5010

Page 187 of 486



Caisson Drilling, Excavation Shoring, Tieback Anchors

Lower Basin Water Treatment Pl
311 Violet Ln, Eagle, CO 81631

PHONE

From: COGGINS & SONS, INC.
 JobId: 5668 Lower Basin Water Treatment Pl
 311 Violet Ln, Eagle, CO 81631
 See: Coy

Page no: 2
 Application no: 1
 Application date: 11/26/18
 Period to: 11/30/18
 Architect's Project No:

A	B	C	D	E	F	G		H	I
Item			----- Work Completed -----		Materials	Total Completed		Balance	
No.	Description of Work	Scheduled Value	Previous Application	This Period	Stored (not in D or E)	and Stored to Date (D+E+F)	% (G/C)	to Finish (C-G)	Retainage
1	Mobilization	7,500.00	0.00	7,500.00	0.00	7,500.00	100	0.00	0.00
2	Engineering	3,858.00	0.00	3,858.00	0.00	3,858.00	100	0.00	0.00
3	Soil nails	22,303.00	0.00	22,303.00	0.00	22,303.00	100	0.00	0.00
4	Grout columns	20,860.00	0.00	20,860.00	0.00	20,860.00	100	0.00	0.00
5	Shotcrete	16,719.00	0.00	16,719.00	0.00	16,719.00	100	0.00	0.00
	Totals	71,240.00	0.00	71,240.00	0.00	71,240.00	100	0.00	0.00



MWH

CONSTRUCTORS

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Colleen Staebell (herein "the undersigned") is the authorized agent for Coggins And Sons, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Temp Earth Retention for incorporation or improvement of a project commonly known as Town Of Eagle LBWTP, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Seventy One Thousand Two Hundred Forty and XX/100 (\$71240.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:

Address:

Coggins and Sons, Inc.

Name: Colleen Staebell

9512 Titan Park Circle

Title: Secretary Treasurer

Littleton, CO 80125

Date: 12/3/18

STATE OF

)
)ss.
)

COUNTY OF

Subscribed and sworn to (or affirmed) before me this 3rd day of December, 2018, by Colleen Staebell, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:

Signature of Notary Public

6/3/19



S-002 Erosion Control

Description	Company	Invoice	Dollar Value
Final Waiver-RET Release	Taylor Fencing	52905-2	\$ -

\$ -



\$

SOV Item: S-002 Erosion Control

Contractor: Taylor Fence Company

Work Scope: Fencing

Contract #: S30504789-030

Retention: 5%

Cost Code: 020-5020

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	10/15/2020	Provide/Install Chain Link & Barb Wire Fence	37,469.00
2	CO 001	1/26/2021	Entrance Fencing Change	1,282.00
				<u>38,751.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
38	52905	5/7/2021		38,751.00	1,937.55	36,813.45
41	52905-2	7/8/2021	RET RLS		(1,937.55)	1,937.55
					-	-
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					-	-
ITD Totals:				<u>38,751.00</u>	<u>0.00</u>	<u>38,751.00</u>

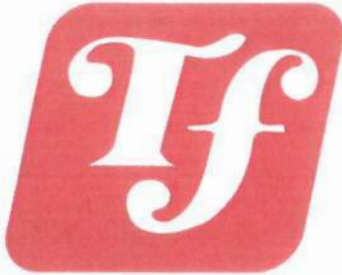
INVOICE

JURGENS, INC. DBA
TAYLOR FENCE COMPANY OF GRAND JUNCTION

P.O. BOX 3125
GRAND JUNCTION, CO 81502
(970) 241-1473
FAX - (970) 241-1475

G

52905-2



SYMBOL OF QUALITY AND WORKMANSHIP

TO: MWH CONSTRUCTION

DATE: 7/8/2021

AP.INVOICES@MWHCONSTRUCTORS.COM

CUSTOMERS ORDER NO. PHONE TICKET NO. SALESMAN Donna

QUANTITY DESCRIPTION UNIT PRICE TOTAL

Project: Lower Basin Water Treatment Plant

Line #	Description	Quantity	Total
1	Supply & Install chain link fencing	1 lot	24,489.00
2	Supply / install barb wire fencing	1 lot	12,980.00
	Change Order #1	1 lot	1,282.00

RETAINAGE BALANCE

\$1,937.55

Make all checks payable to TAYLOR FENCE COMPANY
If you have any questions concerning this invoice, contact DONNA MATHIEU, 970-241-1473

We Thank You For Your Business

Payment Terms: Due Upon Receipt



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Todd M Jurgens (herein "the undersigned") is the authorized agent for Taylor Fence Company of Grand Junction, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Fencing for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of One thousand nine hundred thirty seven and 55/100 Dollars (\$1937.55) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: Taylor Fence Company
Name: Todd M Jurgens Address: 832 21 1/2 Road
Title: President Grand Junction, CO 81505
Date: 6-29-21

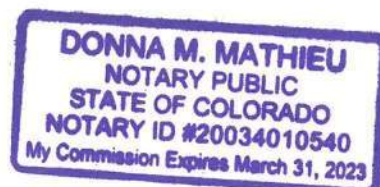
STATE OF Colorado
COUNTY OF Mesa

Subscribed and sworn to (or affirmed) before me this 29 day of June, 2021
by Todd M Jurgens, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 3-31-23





S-004 Yard Pipe

Description	Company	Inv #	Dollar Value
Final Waiver-Prev Billed PA #38	Ewing	12909	\$ -

\$ -



SOV Item: S-004 Yard Pipe

Contractor: Ewing Trucking & Coroporation

Work Scope: FI Yard Pipe

Contract #: S30504789-003

Retention: 5%

Cost Code: 020-5030

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	7/23/2018	Yard Piping-Furnish & Install	603,677.00
2	CO 001	9/28/2018	T&M Bypass Pumping	55,096.00
3	CO 002	11/7/2018	Warranty Bond	537.00
4	CO 003	2/20/2020	20" Plug Valve Installation	33,590.00
5	CO 004	10/3/2019	Water Pipe Changes & Credits	39,533.00
6	CO 005	4/30/2020	Cost Escalation	18,417.65
7	CO 006	4/8/2020	Redi Rock Wall Clarification	1,750.00
8	CO 007	7/7/2020	16" BFV on 16" Finished Water	14,975.00
9	CO 008	7/29/2020	PC 95-WCD 31 Rev'd Construction Dwg Set	5,520.00
10	CO 009	9/14/2020	Install/Provide 8" Tideflex for Coanda Screen	2,530.00
11	CO 010	9/15/2020	PC 112 WCD 44 Tracer Wire & Rock Wall Instal.	5,370.00
12	CO 011		3 Hrs Trucking-Tandem & Dump Fees	1,685.00
				-
				782,680.65

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
1	1	10/31/2018		55,938.00	2,796.90	53,141.10
16	2	10/31/2019		19,372.00	968.60	18,403.40
21	3	2/29/2020	End 2/29/20	27,379.00	1,368.95	26,010.05
23	4	4/1/3020	End 4/30/20	20,420.00	1,021.00	19,399.00
25	5	6/30/2020	End 6/30/20	265,341.65	13,267.08	252,074.57
26	6	7/31/2020	End 7/31/20	132,585.50	6,629.28	125,956.23
26	6	7/31/2020	End 7/31/20	(4,463.00)	(223.15)	(4,239.85)
27	7	8/31/2020	End 8/31/20	66,951.00	3,347.55	63,603.45
28	8	9/30/2020	End 9/30/20	65,819.00	3,290.95	62,528.05
30	9	11/30/2020	End 11/30/20	101,752.00	5,087.60	96,664.40
31	10	12/31/2020	End 12/31/20	22,907.50	1,145.38	21,762.13
32	6	7/31/2020	End 7/31/20	4,463.00	223.15	4,239.85
34	11	2/28/2021	End 2/28/21	2,530.00	126.50	2,403.50
35	12	2/22/2021	RET RLS		(39,049.78)	39,049.78
38	12909	5/7/2021	4/29/2021	1,684.87	-	1,684.87
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-

ITD Totals: 782,680.52 0.00 782,680.52



P.O Box 2303
Edwards, CO 81632

30504789
74022OK
EWI0001

Invoice

Date	Invoice #
5/7/2021	12909

NOTE: Prev
Billed to Town of
Eagle PA #38.
Final Waiver
Attached

Bill To:

MWH Constructors, Inc
370 Interlocken Blvd. Suite 300
Broomfield, CO 80021

Balance Due

\$1,684.87



PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Date	Invoice #	P.O. #	Terms
5/7/2021	12909		Due on receipt

Quantity	Description	Rate	Amount
	EAGLE WATER TREATMENT PLANT APRIL 29, 2021		
3	HRS TRUCKING - TANDEM	95.00	285.00
	DUMP FEES	1,399.872	1,399.87

Thank You for your business!
Billing Inquiries: 970-926-2770
Fax: 970-926-4736
Email: info@ewingtrucking.com

Total	\$1,684.87
Payments/Credits	\$0.00
Balance Due	\$1,684.87



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Katie Jean Ewing (herein "the undersigned") is the authorized agent for Ewing Trucking & Construction, Llc, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Yard Work for incorporation or improvement of a project commonly known as Lower Basin Water Treatment Plant, ("Project") located at 175 Violet Lane in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of One Thousand Six Hundred Eighty Four & 87/100 (\$1684.87) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Address: PO Box 2303
Name: Katie Jean Ewing Edwards, CO 81632
Title: Admin. Assistant
Date: July 26, 2021

STATE OF Colorado)
COUNTY OF Eagle) ss.

Subscribed and sworn to (or affirmed) before me this 26th day of July, 2021,
by Katie Jean Ewing, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:

[Signature]
Signature of Notary Public

7-27-2024



S-005 Landscaping

Description	Company	Invoice #	Dollar Value
Final Waiver - RET Release	Seeding of the Rockies	STRMMH050821RET	\$ -
Irrigation System	Backyard Irrigation		\$ 280.00

\$ 280.00



30504789
30003993-0035
BAC0002

INVOICE #10425

ISSUED:

Oct 06, 2021

DUE:

Oct 11, 2021

RECIPIENT:**MWH Constructors**

370 Interlocken Boulevard
Suite 400
Broomfield, CO 80021

SENDER:**Backyard Irrigation and Landscapes**

P.O. Box 4081
Eagle, CO 81631

Phone: 9703761060

Email: mike@backyardirrigation.com

SERVICE ADDRESS:

185 Violet Lane
Eagle, Colorado 81631

For Services Rendered

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Oct 06, 2021				
0214	UV Irrigation blow out - 14 zones	1	\$280.00	\$280.00*

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	\$280.00
Account balance	\$280.00



\$

SOV Item: S-005 Landscaping

Contractor: Seeding the Rockies

Work Scope: Furnish & Install Landscaping

Contract #: S30504789-004

Retention: 5%

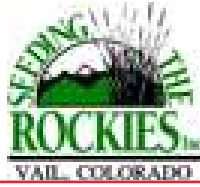
Cost Code: 020-5040

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	5/5/2021	Provide/Install Seeding, Fertilize & Hydromulch	19,040.00
				19,040.00

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
37	STRMWH050821	5/6/2021	5/6/2021	19,040.00	952.00	18,088.00
41	STRMMH050821RET	5/8/2021	RET RLS		(952.00)	952.00
					-	-
					-	-
ITD Totals:				19,040.00	-	19,040.00

Seeding The Rockies, LLC

P.O. Box 4715
Edwards, CO 81632



Voice: 970-904-5022
Fax: 970-926-3627

V#: T0001
30003993 Eagle Job
Contract: 30003993-0034

INVOICE

Invoice Number: STRMWH050821 RET
Invoice Date: May 8, 2021
Page: 1

Duplicate

Bill To:

MWH Constructors
370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Ship to:

MWH Constructors
370 Interlocken Blvd.
Suite 300
Broomfield, CO 80021

Customer ID	Customer PO	Payment Terms	
MWH Constructors	Project # 30504789	Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			5/18/21

Quantity	Item	Description	Unit Price	Amount
1.00		Revegetation Project Lower Basin Water Treatment Plant, Eagle CO. Work completed April 29, 30 and May 3. Subcontract S30504789-004 Apply Specified seed mix by drill seed and hand seed, Organic Fertilizer, Fiber Mulch and Tackifier to 4 acres of disturbed areas around Water Treatment Plant.	19,040.00	19,040.00
Subtotal				19,040.00
Sales Tax				
Total Invoice Amount				19,040.00
Payment/Credit Applied				18,088.00
TOTAL				952.00

Check/Credit Memo No: STRMWH050821



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Anthony Clement (herein "the undersigned") is the authorized agent for Seeding The Rockies, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Seeding for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle BC ("Owner").

In consideration of the sum of Nine Hundred Fifty Two Dollars (\$952.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Anthony Clement Company: Seeding The Rockies
Name: Anthony Clement Address: P.O. Box 4715
Title: Owner Edwards, CO
Date: 8/18/21 81632

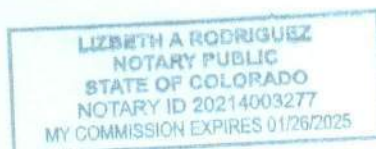
STATE OF Colorado
COUNTY OF Eagle

Subscribed and sworn to (or affirmed) before me this 18 day of August, 2021
by Anthony J Clement, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 01/26/2025

[Signature]
Signature of Notary Public





S-007 Pond Liners

Description	Company	Dollar Value
2FINRET	Evoqua	\$ -

\$ -



Cost Code: 020-5060

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO CONTRACTOR: MWH Constructors, Inc.

APPLICATION NO.: 2FINRET

DISTRIBUTION TO:

FROM SUBCONTRACTOR: Evoqua Water Technologies LLC

PERIOD TO: 12/31/2021

CONTRACT FOR: S30504789-006

PROJECT NO.: 30504789

CONTRACT DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Subcontract.

Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 91,714.90**2. Net change by Change Order** \$ -**3. CONTRACT SUM TO DATE** \$ 91,714.90

(Line 1 +/- Line 2)

4. TOTAL COMPLETED & STORED TO DATE \$ 91,714.90

(Column G on Continuation Sheet)

5. RETAINAGE:

a. 5 % of Completed Work \$ -

(Columns D + E on Continuation Sheet)

b. 5 % of Stored Material \$ -

(Column F on Continuation Sheet)

Total Retainage \$ -

(Line 5a + 5b or Total Column I Continuation Sheet)

6. TOTAL EARNED LESS RETAINAGE \$ 91,714.90

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR \$ 87,129.15**PAYMENT** (Line 6 prior Certificate)**8. CURRENT PAYMENT DUE** \$ 4,585.75**9. BALANCE TO FINISH, PLUS RETAINAGE** \$ -

(Line 3 less Line 6)

MWHC Approval	
Vendor Number	Amount approved for payment
Subcontract No.	Progress
Job No.	Retention
Cost Code	Total Payment
Project Manager Approval _____ Date _____	

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month		\$	NOTE: Final Retention Release Payment. Final Waiver Attached
Number	Date Approved		
All			
TOTALS			
Net Change by Change Orders		\$ -	\$ -

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates of Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____

Date: _____

State of:

County of:

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires:

APPLICATION NO.:	2FINRET
APPLICATION DATE:	22-Jan-22
PERIOD TO:	31-Dec-21
CONTRACTOR'S PROJECT NO.:	30504789

1/20/2022 10:11 AM



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Erik Jensen (herein "the undersigned") is the authorized agent for Evoqua Water Technologies LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Liner System & Installation for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of \$4,585.75 Dollars (\$4,585.75) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: Evoqua Water Technologies LLC
Name: Erik Jensen Address: 15414 International Plaza Dr.
Title: VP / GM - Integrated Equipment Technologies Houston, TX 77032
Date: 1-19-22 (936) 525-3727

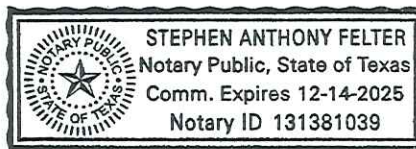
STATE OF TEXAS
COUNTY OF HARRIS

Subscribed and sworn to (or affirmed) before me this 19 day of January, 2022
by Erik I Jensen, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 12/14/2025

[Signature]
Signature of Notary Public





S-009 Rebar Installation

Description	Company	Invoice #	Dollar Value
Final Waiver-RET Release	Rumler Rebar Inc.	183838-15RE	\$ -

\$	-
----	---



SOV Item: S-009 Rebar Installation

Contractor: Rumler Rebar Inc.

Work Scope: Reinforcing Steel (Pre-Tie & Install)

Contract #: S30504789-007

Retention: 5%

Cost Code: 030-5010

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	10/19/2018	Pre-Tie/Install of Reinforcing Steel	336,000.00
2	CO 1	9/23/2021	Rmv unused funds of Orig Contract Value	(8,441.00)
				-
				327,559.00

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
6	183838-1	11/30/2018	11/1/18-11/30/18	11,166.12	558.31	10,607.81
6	183838-2	12/31/2018	12/1/18-12/31/18	15,361.92	768.10	14,593.82
8	183838-3	2/28/2019	1/1/19-2/28/19	29,236.48	1,461.82	27,774.66
9	183838-4	3/29/2019	3/1/19-3/31/19	29,393.56	1,469.68	27,923.88
10	183838-5	4/30/2019	4/1/19-4/30/19	103,379.92	5,169.00	98,210.92
11	183838-6	6/5/2019	5/1/19-5/31/19	10,150.56	507.53	9,643.03
12	183838-6	6/5/2019	5/1/19-5/31/19	534.24	26.71	507.53
12	183838-7	6/29/2019	6/1/19-6/30/19	23,233.28	1,161.66	22,071.62
13	183838-8	7/31/2019	7/1/19-7/31/19	22,295.84	2,229.58	20,066.26
14	183838-9	9/9/2019	8/1/19-8/31/19	7,775.04	388.75	7,386.29
15	183838-10	9/30/2019	9/1/19-9/30/19	17,559.92	878.00	16,681.92
17	183838-11	11/30/2019	10/1/19-11/30/19	35,068.32	1,753.42	33,314.90
22	183838-12	1/1/2020	12/1/19-12/31/19	3,315.00	165.75	3,149.25
25	183838-13	3/31/2020	1/1/20-3/31/20	935.00	46.75	888.25
25	183838-14	4/30/2020	4/1/20-4/30/20	18,153.80	907.69	17,246.11
41	183838-15RE	12/31/2020	RET RLS		(17,492.74)	17,492.74
					-	-
					-	-
					-	-
					-	-
					-	-
ITD Totals:				327,559.00	-	327,559.00

Rumler Rebar Inc

Parker, CO 80134

Invoice

Date	Invoice #
12/31/2020	183838-15RE

Bill To
MWH Constructors 370 Interlocken Blvd. Suite 300 Broomfield, CO 80021

P.O. No.	Terms	Project
	Due on receipt	183838 Eagle Lower Basin ...

Quantity	Description	U/M	Rate	Amount
	Retention Release		17,492.75	17,492.75
			Total	\$17,492.75



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Leslie Norman-Vossmer (herein "the undersigned") is the authorized agent for Rumler Rebar Inc, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Pre-Tie/Install Of Reinforcing Steel for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of seventeen thousand four hundred ninety two and seventy five cents Dollars (\$17492.75) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

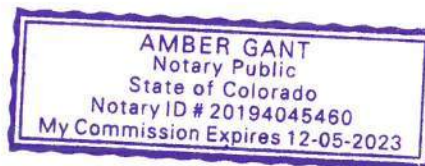
By: [Signature] Company: Rumler Rebar Inc
Name: Leslie Norman-Vossmer Address: 19555 E Parker Square Drive, Suite 105
Title: Controller Parker, CO 80134
Date: 7/8/2021

STATE OF Colorado
COUNTY OF Douglas

Subscribed and sworn to (or affirmed) before me this 8th day of July, 2021
by Leslie Norman-Vossmer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:
[Signature]
Signature of Notary Public

My commission expires: 12-05-2023

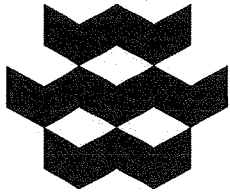




S-010 Precast Hollow Core Panels

Description	Company	Invoice #	Dollar Value
Final Waiver-RET Release	EnCon	123229	\$ -

\$ -



ENCON COLORADO, LLC

To: MWH Constructors
370 Interlocken Blvd
Ste 300
Broomfield, CO 80021

Invoice Number: 123229
Application Number: 1264
Invoice Date: July 22, 2020
PO #:
Period Covered: Retainage Billing

Project: 13-6529.9 Eagle Lower Basin WTP

Description	Tax?	Contract Qty	UM	Unit Price	Contract Value	Previously Billed	This Invoice		Total To Date	
							Units	Amount	Units	Amount
Hollowcore 4' X 8"	N				31,125.49	31,125.49				31,125.49
Freight	N				6,773.44	6,773.44				6,773.44
Erection	N				35,666.47	35,666.47				35,666.47
Bond	N				735.65	735.65				735.65
** Total					74,301.05	74,301.05		0.00		74,301.05
*** Total Tax						0.00		0.00		0.00

The present status of the account for this contract is as follows:

Original Contract Sum.....	\$	74,301.05
Net Change Orders.....	\$	-
Contract Sum To Date.....	\$	74,301.05
Total Completed and Stored To Date.....	\$	74,301.05
Retainage Balance.....	\$	-
Total Earned Less Retainage.....	\$	74,301.05
Less Previous Billings.....	\$	74,301.05
Current Contract Amount Due, Net of Retainage.....	\$	-
Current Sales Tax.....	\$	-
Current Deposit Applied.....	\$	-
Current Payment Due.....	\$	3,715.04

REMIT TO: ENCON COLORADO, LLC
2140 S IVANHOE STREET - SUITE 100 - DENVER, CO 80222
PHONE (303) 298-1900 - FAX (303) 296-2838

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Mark Helseth (herein "the undersigned") is the authorized agent for Encon Colorado, LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Precast for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Three Thousand Seven Hundred Fifteen Dollars and Four Cents (\$3715.04) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: <u></u>	Address: <u>2140 S. Ivanhoe Street</u>
Name: <u>Mark Helseth</u>	<u>Suite 100</u>
Title: <u>CFO</u>	<u>Denver, CO 80222</u>
Date: <u>7/23/2020</u>	

STATE OF Colorado)
COUNTY OF Denver) ss.

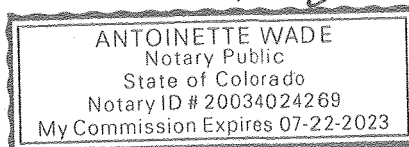
Subscribed and sworn to (or affirmed) before me this 23 day of July, 2020,
by Mark Helseth, CFO, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:


Signature of Notary Public

July 22, 2023





S-011 Masonry

Description	Company	Pay App #	Dollar Value
Final Waiver - RET Rls	Heritage Masonry & CO	11	\$ -

\$	-
----	---



SOV Item: S-011 Masonry/GC-Winter Protection

Contractor: Heritage Masonry & Co LLC

Work Scope: Masonry

Contract #: S30504789-009

Retention: 5%

Cost Code: 040-5010/012-2300

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	10/1/2018	Pre-Tie/Install of Reinforcing Steel	839,987.02
2	CO 001	8/12/2019	Raw Water-Damp Proofing	5,329.73
3	CO 002	8/30/2019	Raw Add'l Block-Below G	1,161.24
4	CO 003	11/26/2019	Chemical Rm R exterior Door	(316.00)
5	CO 004	2/6/2020	Winter Protection T&M	10,219.92
6	CO 005	2/19/2020	Additional Block Install	5,189.91
7	CO 005	2/19/2020	Weather Protection 1/28/20-2/14/20	10,158.78
8	CO 006	4/7/2019	Winter Protection 2/17/20-2/28/20	4,740.44
9	CO 007	5/27/2020	Add'l XPS Foam for Parapet	1,036.00
10	CO 008	9/1/2021	Deductive CO Contract Closeout	(24,465.56)

853,041.48

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
11	1	4/22/2019	Incept to 4/30/19	16,799.74	839.99	15,959.75
11	2	5/22/2019	5/1/19-5/31/19	15,107.59	755.38	14,352.21
14	3	8/19/2019	8/1/19-8/31/19	51,557.99	2,577.90	48,980.09
15	4	9/19/2019	9/1/19-9/30/19	5,904.45	295.22	5,609.23
18	5	12/27/2019	10/1/19-12/31/19	146,695.07	7,334.75	139,360.32
20	6	1/31/2020	1/20/20-1/31/20	97,796.72	4,889.84	92,906.88
21	7	2/29/2020	2/1/20-2/29/20	20,378.70	1,018.94	19,359.77
21	7	2/29/2020	2/1/20-2/29/20	102,670.70	5,133.54	97,537.17
22	8	3/31/2020	3/18/20-3/31/20	4,740.44	237.02	4,503.42
22	8	3/31/2020	3/18/20-3/31/20	97,796.72	4,889.84	92,906.88
23	9	4/30/2020	4/1/20-4/30/20	121,996.06	6,099.80	115,896.26
24	10	5/31/2020	5/1/20-5/31/20	171,597.30	8,579.87	163,017.44
41	11	6/30/2021	RET RLS		(42,652.07)	42,652.07

ITD Totals: 853,041.48 0.00 853,041.48

AIA G702 COMPLIANT APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 of 2

TO CONTRACTOR: MWH Constructors
370 Interlocken Blvd., Suite 300
Broomfield, CO 80021

PROJECT: Eagle Lower Basin WWTP

APPLICATION NUMBER: 11
PERIOD FROM: 6/17/2020
PERIOD TO: 6/30/2020

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐ CONSTRUCTION
MANAGER

FROM SUBCONTRACTOR: Heritage Masonry & Co LLC
475 Melody Lane
Grand Junction CO, 81501

CONTRACTORS JOB NO.
30504789
AGREEMENT NO.:

CONTRACT DATE: 10/1/18

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** \$ 839,987.02
2. **Net Change By Change Orders.....** \$ 37,520.10
3. **CONTRACT SUM TO DATE** (Line 1 +2)..... \$ 877,507.12
4. **TOTAL COMPLETED & STORED TO DATE.....** \$ 853,041.48
(Column G on G703)
5. **RETAINAGE:**
 - a. 5% of Completed Work \$ 42,652.07
(Columns D & E on G703)
 - b. 5% % of Stored Material \$ -
(Column F on G703)

Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 42,652.07
6. **TOTAL EARNED LESS RETAINAGE.....** \$ 810,389.41
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$ 810,389.41
8. **CURRENT PAYMENT DUE** \$ 42,652.07
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ 67,117.71

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 37,836.02	\$ (315.92)
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$ 37,836.02	\$ (315.92)
NET CHANGES by Change Order		\$ 37,520.10

The undersigned **NOTE-FLW Msg** the best of the Contractor's knowledge, information and belief, this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor and payments previously made, that current payment shown herein is now due.

BY: [Signature] DATE 6/19/20

State of: Colorado County of: Mesa

Subscribed and sworn before me this 19th day of JUNE 2020
Notary Public: [Signature]
My Commission Expires: 6-15-22

CHELSEY BUCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184025037
MY COMMISSION EXPIRES JUNE 15, 2022

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 42,652.07
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 06/17/20

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

PROJECT: Eagle Lower Basin WWTP
Eagle Lower Basin WWTP

PERIOD TO: 06/30/20

JOB NO. 30504789

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
									5%
1	Raw Water - 04 Masonry / CMU	\$ 35,452.59	\$ 35,452.59			\$ 35,452.59	100.00%	\$ (0.00)	\$ 1,772.63
2	Raw Water - 04 Masonry / CMU / Veneer	\$ 36,166.28	\$ 36,166.28			\$ 36,166.28	100.00%	\$ -	\$ 1,808.31
3	Raw Water - 10 Insulation	\$ 11,259.93	\$ 11,259.93			\$ 11,259.93	100.00%	\$ -	\$ 563.00
4	Treatment Plant - 04 Masonry / CMU	\$ 488,983.58	\$ 488,983.58			\$ 488,983.58	100.00%	\$ (0.00)	\$ 24,449.18
5	Treatment Plant - 04 Masonry / CMU / Veneer	\$ 165,721.74	\$ 165,721.74			\$ 165,721.74	100.00%	\$ -	\$ 8,286.09
6	Treatment Plant - 10 Insulation	\$ 77,937.26	\$ 77,937.26			\$ 77,937.26	100.00%	\$ -	\$ 3,896.86
7	Bond	\$ 24,465.64				\$ -	0.00%	\$ 24,465.64	\$ -
8						\$ -		\$ -	\$ -
9						\$ -		\$ -	\$ -
10						\$ -		\$ -	\$ -
11						\$ -		\$ -	\$ -
12						\$ -		\$ -	\$ -
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46						\$ -		\$ -	\$ -
47						\$ -		\$ -	\$ -
48						\$ -		\$ -	\$ -
49						\$ -		\$ -	\$ -
50						\$ -		\$ -	\$ -
Totals:		\$ 839,987.02	\$ 815,521.38	\$ -	\$ 0.00	\$ 815,521.38	97.09%	\$ 24,465.64	\$ 40,776.07

CHANGE ORDERS

1	HCO #3 - Raw Water - Damp Proofing	\$ 5,329.73	\$ 5,329.73			\$ 5,329.73	100.00%	\$ -	\$ 266.49
2	HCO #5 - Additional block - BG	\$ 1,161.24	\$ 1,161.24			\$ 1,161.24	100.00%	\$ -	\$ 58.06
3	HCO #6 - WCD 18 - Double Door	\$ (315.92)	\$ (315.92)			\$ (315.92)	100.00%	\$ -	\$ (15.80)
4	HCO #7 - Winter Protection	\$ 10,219.92	\$ 10,219.92			\$ 10,219.92	100.00%	\$ -	\$ 511.00
5	HCO #1 #8, #9, #10 - Winter Protection	\$ 15,348.69	\$ 15,348.69			\$ 15,348.69	100.00%	\$ -	\$ 767.43
6	HCO #11, 12 - Winter Protection	\$ 4,740.44	\$ 4,740.44			\$ 4,740.44	100.00%	\$ -	\$ 237.02
7	HCO #13 - 3 Foam	\$ 1,036.00	\$ 1,036.00			\$ 1,036.00	100.00%	\$ -	\$ 51.80
8		\$ -				\$ -		\$ -	\$ -
9		\$ -				\$ -		\$ -	\$ -
10		\$ -				\$ -		\$ -	\$ -
Totals:		\$ 37,520.10	\$ 37,520.10	\$ -	\$ 0.00	\$ 37,520.10	100.00%	\$ -	\$ 1,876.01

Project Totals:		\$ 877,507.12	\$ 853,041.48	\$ -	\$ -	\$ 853,041.48	97.21%	\$ 24,465.64	\$ 42,652.07
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INVOICE

Eagle Lower Basin WWTP - MWH Constructors

Invoice Date Jun 17, 2020
Invoice Number INV-0524
Reference Pay App #11 - June 2020 - Full & Final
Heritage Masonry LLC
475 Melody Ln
GRAND JUNCTION CO 81501
USA

Description	Quantity	Unit Price	Tax	Amount USD
Held Retention	1.00	42,652.07	N/A	42,652.07
			Subtotal	42,652.07
			TOTAL USD	42,652.07

Due Date: Aug 1, 2020

PAYMENT ADVICE

To: Heritage Masonry LLC
475 Melody Ln
GRAND JUNCTION CO 81501
USA

Customer Eagle Lower Basin WWTP - MWH Constructors
Invoice Number INV-0524
Amount Due 42,652.07
Due Date Aug 1, 2020
Amount Enclosed

Enter the amount you are paying above



MWH

CONSTRUCTORS

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Kevin Brock (herein "the undersigned") is the authorized agent for Heritage Masonry, LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Masonry Labor & Materials for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Fourty Two Thousand, Six Hundred Fifty Two Dollars and 07/100 (\$42,652.07) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: <u>[Signature]</u>	Address: <u>Heritage Masonry, LLC</u>
Name: <u>Kevin Brock</u>	<u>P.O. Box 996</u>
Title: <u>CEO / Owner</u>	<u>Palisade, CO 81526</u>
Date: <u>12/14/2021</u>	

STATE OF Colorado
COUNTY OF mesa



Subscribed and sworn to (or affirmed) before me this 14th day of December, 2021, by Kevin Brock, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:

[Signature]
Signature of Notary Public

August 27, 2024



S-013 Structural Steel Installation

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Pinnacle	RET RLS	\$ -
Final Waiver-RET Release	HME Inc	Retainage	\$ -
			\$ -



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Michael E. Mcfate (herein "the undersigned") is the authorized agent for Pinnacle Constructors & Specialties, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Steel Erection for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of _____ ("Owner").

Zero M.E. 12-8-21

\$0.00

M.E.
12-8-21

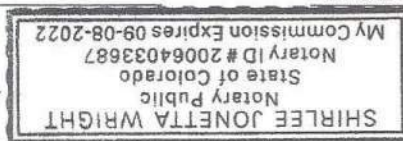
In consideration of the sum of ~~Four thousand five hundred eighty five dollars and seventy five cents~~ Dollars (\$4585.75) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: Pinnacle Constructors & Specialties, Inc.
Name: Michael E. McFate Address: 717 Arrowest Court
Title: President Grand Junction, CO 81505
Date: 12/1/2021 970.243.7633

STATE OF Colorado
COUNTY OF Mesa



Subscribed and sworn to (or affirmed) before me this 1st day of December, 2021
by Michael E. McFate, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 09-08-2022



SOV Item: S-013 Structural Steel Insulation

Contractor: HME Inc.

Work Scope: Structural Steel & Misc. Metals

Contract #: P30504789-003

Retention: 5%

Cost Code: 050-1010

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	10/1/2018	Pre-Tie/Install of Reinforcing Steel	330,585.00
2	CO 001	1/18/2019	Hatch Package	39,700.00
3	CO 003	9/6/2019	Ded to Rmv CMU Struc Angles	(4,215.00)
4	CO 004	9/18/2019	Roof Frame Openings	(3,845.00)
5	CO 005	11/25/2019	WCD 022 & WCD 016	25,235.00
6	CO 006	1/13/2020	COR #12 WCD 017	13,600.00
7	CO 007	3/24/2020	COR #3 Chg Deck Bridging Connection	1,765.00
8	CO 008	4/30/2020	Structural Steel	8,370.00
9	CO 009	7/8/2020	Supply & Delivery of Material	6,875.00
			Provide 2 Add'l Cover Plates, & 4 SS Plates	
10	CO 010	7/27/2020	w/Spg Hindges. Installation Incl.	3,300.00
11	CO 011	10/19/2020	Supply/Deliver Ladder	11,920.00
12	CO 012	1/25/2021	Ladder Extentions	900.00
13	CO 013	2/21/2021	Add'l Detailing for Dwg Revisions	8,105.00
14	CO 014	3/30/2021	Provide Ladder Ups	3,700.00
				<u>445,995.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
2	14104 - PA 1	9/30/2018	9/1/18-9/30/19	14,860.00	743.00	14,117.00
4	14506 - PA 2	11/30/2018	10/1/18-11/30/18	2,625.00	131.25	2,493.75
11	15427 - PA 3	4/22/2019	12/1/18-4/30/19	7,000.00	350.00	6,650.00
12	15774-PA 4	6/30/2019	5/1/19-6/30/19	14,355.00	717.75	13,637.25
14	16158-PA 5	8/16/2019	8/1/19-8/31/19	55,000.00	2,750.00	52,250.00
18	16719-PA 6	11/30/2019	9/1/19-11/30/19	21,835.00	1,091.75	20,743.25
20	17073-PA 7	1/31/2020	12/1/19-1/31/20	19,658.00	982.90	18,675.10
21	17277-PA 8	2/29/2020	2/1/20-2/29/20	175,000.00	8,750.00	166,250.00
24	17899-PA 9	5/18/2020	3/1/20-5/31/20	57,765.00	2,888.25	54,876.75
25	18112-PA10	6/30/2020	6/1/20-6/30/20	16,500.00	825.00	15,675.00
26	XXXXX-PA11	7/31/2020	7/1/20-7/31/20	18,150.00	907.50	17,242.50
27	XXXXX-PA12	8/31/2020	8/1/20-8/31/20	8,447.00	422.35	8,024.63
28	18714-PA13	9/30/2020	9/1/20-9/30/20	6,875.00	343.75	6,531.25
30	XXXXX-PA14	11/30/2020	10/1/20-11/30/20	3,300.00	165.00	3,135.00
31	19308-PA15	12/31/2020	12/1/20-12/31/20	11,920.00	596.00	11,324.00
34	19748-PA 16	2/16/2021	1/1/21-2/28/21	9,005.00	450.25	8,554.75
36	20176-PA 17	4/21/2021	3/1/21-4/30/21	3,700.00	185.00	3,515.00
41	RETAINAGE	9/10/2021	RET RLS		(22,299.75)	22,299.75
						-
ITD Totals:				445,995.00	-	445,994.99



2828 NW Button Road
Topeka, KS 66618

V# HME0001
Contract: 133800OW
(P30504789-003)

Bill to: MWH Constructors - Denver
6475 E. Happy Canyon Road
Denver, CO 80237 US

Ship to: EAGLE LOWER BASIN WTP
175 VIOLET LANE
EAGLE, CO 81637

PO Number:P30504789-003

Cust #	Job #	Invoice #	Invoice Date	Due Date	Disc Date	Terms
913	18.080	Retainage	09/10/2021	10/10/2021		Net 30 days
Mth/Trans	Line	Description				
	018	Final Retention Release				22,299.86

Notes:

Total Due	22,299.86
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PLEASE PAY FROM THIS INVOICE.
NO STATEMENT WILL BE SENT.

785-235-1524 • 785-235-3167 fax • 2828 NW Button Road • Topeka, KS 66618 • HMEInc.net



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Brett Yingling (herein "the undersigned") is the authorized agent for Hme, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Structural/Misc Steel for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of twenty-two thousand two hundred nintey-nine and 86/100 Dollars (\$22299.86) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Brett Yingling Company: HME, Inc.
Name: Brett Yingling Address: 2828 NW Button Rd
Title: Accounting Manager Topeka, KS 66618
Date: 09/10/2021

STATE OF Kansas

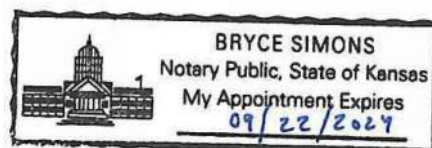
COUNTY OF Shawnee

Subscribed and sworn to (or affirmed) before me this 10th day of September, 2021
by Brett Yingling, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 09/22/2024

B. S.
Signature of Notary Public





S-015 - Waterproofing, Sealants, Caulking

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Restoration Specialist	S30504789-011_013	\$ -

\$ -



SOV Item: S-015 Waterproofing

Contractor: Restoration Specailists, Inc.

Work Scope: Waterproofing & Caulking

Contract #: S30504789-011

Retention: 5%

Cost Code: 070-5050

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	10/22/2018	Caulking, Waterproofing & Sealants	122,650.00
2	CO #1	9/18/2019	Add LF of Crack Coating	1,200.00
3	CO #2	3/4/2020	Construction Joint Sealing & Wtrprf Chgs	25,099.00
4	CO #3	8/11/2020	DeNeef Concrete Tank Cracks	11,719.00
5	CO #4	12/16/2020	Caulk Interior Side of Aluminum Windows	1,050.00
6	CO #5	4/26/2021	Add'l Fire Caulking Installed	1,183.00
				<u>162,901.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
9	S30504789-011_001	3/31/2019	Inception thru 3/31/19	18,180.00	909.00	17,271.00
16	S30504789-011_002	10/31/2019	4/1/19-10/31/19	3,785.00	189.25	3,595.75
18	S30504789-011_003	12/31/2019	11/1/19-12/31/19	20,279.00	1,013.95	19,265.05
20	S30504789-011_004	1/31/2020	1/1/20-1/31/20	20,815.00	1,040.75	19,774.25
21	S30504789-011_005	2/29/2020	2/1/20-2/29/20	26,400.00	1,320.00	25,080.00
24	S30504789-011_006	5/31/2020	3/1/20-5/31/20	22,940.00	1,147.00	21,793.00
30	S30504789-011_007	11/30/2020	6/1/200-11/30/20	21,412.50	1,070.63	20,341.88
31	S30504789-011_008	12/31/2020	12/1/20-12/31/20	2,775.00	138.75	2,636.25
33	S30504789-011_009	1/31/2021	1/1/21-1/31/21	19,826.50	991.33	18,835.18
34	S30504789-011_010	2/28/2021	2/1/21-2/28/21	2,450.00	122.50	2,327.50
36	S30504789-011_011	4/30/2021	3/1/21-4/30/21	2,855.00	142.75	2,712.25
37	S30504789-011_012	5/31/2021	5/1/21-5/31/21	1,183.00	59.15	1,123.85
41	S30504789-011_013	6/30/2021	RET RLS		(8,145.05)	8,145.05
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
ITD Totals:				<u>162,901.00</u>	<u>(0.00)</u>	<u>162,901.00</u>

RES0003
30504789
906900K

AIA Type Document
Application and Certification for Payment

9211

Page 1 of 2

TO (OWNER): 175 Violet Lane
Eagle, CO 81631

PROJECT: Eagle WWTP
175 Violet Lane
Eagle, CO 81631

APPLICATION NO: 13
PERIOD TO: 6/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): RESTORATION SPECIALISTS INC
PO BOX 29
BROOMFIELD, CO 80038

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: S30504789-011

CONTRACT FOR: Eagle WWTP

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 122,650.00

2. Net Change by Change Orders \$ 40,251.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 162,901.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 162,901.00

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 162,901.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 154,755.95

8. CURRENT PAYMENT DUE \$ 8,145.05

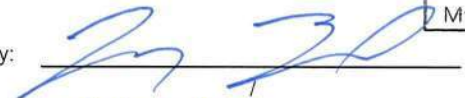
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	43,717.00	-3,466.00
Total approved this Month	0.00	0.00
TOTALS	43,717.00	-3,466.00
NET CHANGES by Change Order	40,251.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: RESTORATION SPECIALISTS INC
PO BOX 29 BROOMFIELD, CO 80038

LINDY DAHLMAN
Notary Public
State of Colorado
Notary ID # 2018*037600
My Commission Expires 09-24-2022

By: 

Date: 6/17/21

State of: Colorado

County of: Broomfield

Subscribed and Sworn to before me this 17th Day of June 20 21

Notary Public: Linda Dahlman

My Commission Expires: 9/24/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): 175 Violet Lane
Eagle, CO 81631

PROJECT: Eagle WWTP
175 Violet Lane
Eagle, CO 81631

APPLICATION NO: 13
PERIOD TO: 6/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): RESTORATION SPECIALISTS INC
PO BOX 29
BROOMFIELD, CO 80038

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: S30504789-011

CONTRACT FOR: Eagle WWTP

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
2	WP- RW STRUCTURE	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00	0.00	0.00
3	WP- TRT STRUCTURE	66,000.00	66,000.00	0.00	0.00	66,000.00	100.00	0.00	0.00
5	BUILDING CAULK	28,550.00	28,550.00	0.00	0.00	28,550.00	100.00	0.00	0.00
6	SX-4 DETAIL CAULK	5,600.00	5,600.00	0.00	0.00	5,600.00	100.00	0.00	0.00
7	SX-4 DETAIL COATING	12,900.00	12,900.00	0.00	0.00	12,900.00	100.00	0.00	0.00
8	COR#1 COR#5 Add 400 Lf of Crack Coating	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	0.00
9	Delted Work - Top Wall Coating of 107 per COR#6	-3,466.00	-3,466.00	0.00	0.00	-3,466.00	100.00	0.00	0.00
10	DeNeef Inject Cracks (10)	5,625.00	5,625.00	0.00	0.00	5,625.00	100.00	0.00	0.00
11	Add Damp proofing for Water Treatment Bldg to scope of work	22,940.00	22,940.00	0.00	0.00	22,940.00	100.00	0.00	0.00
12	Leak Fixes to Southeast Tank. Deneef Injections.	11,719.00	11,719.00	0.00	0.00	11,719.00	100.00	0.00	0.00
13	Caulk Int Side Alum Windows	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00	0.00	0.00
14	Installed Mineral Wool in Top of Wall joints and Sprayed Fire Caulk	1,183.00	1,183.00	0.00	0.00	1,183.00	100.00	0.00	0.00
REPORT TOTALS		\$162,901.00	\$162,901.00	\$0.00	\$0.00	\$162,901.00	100.00	\$0.00	\$0.00

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS James Maynard (herein "the undersigned") is the authorized agent for Restoration Specialists, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as S30504789-001 for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Eight Thousand One Hundred Forty Five and 5/100 (\$8145.05) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:  Address: PO BOX 29
 Name: James Maynard Broomfield, CO 80038
 Title: Accounting
 Date: 6/17/21

STATE OF Colorado)
) ss.
 COUNTY OF Broomfield)

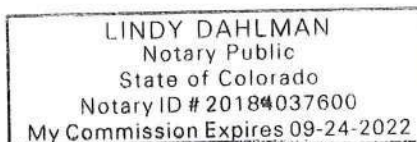
Subscribed and sworn to (or affirmed) before me this 17th day of June, 2021,
 by James Maynard, proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires:


 Signature of Notary Public

9/24/22





S-016 Roofing

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	JV Roofing	P30504789-012-005 RET	\$ -

\$	-
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TO CONTRACTOR:
MWH Constructors
370 Interlocken Blvd., Ste. 300
Broomfield, CO 80021

FROM SUBCONTRACTOR:
JV ROOFING PROFESSIONALS
6834 S. University Blvd, Ste. 248
Centennial, CO 80122

CONTRACT FOR: Town of Eagle, CO

PROJECT: Lower Basin Water Treatment
Town of Eagle

APPLICATION NO: 5RET

PERIOD TO: 43734

PROJECT NOS: 10024

CONTRACT DATE 10/19/2018

30504789
JVR0001
105101OK

Distribution to:

x

OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	202,470.58
2. Net change by Change Orders	\$	9,668.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	212,138.58
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	221,806.58
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	10,606.93
b. % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	10,606.93
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	201,531.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0
8. CURRENT PAYMENT DUE	\$	10,606.93
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,668.00	
Total WAITING for approval this Month	\$0.00	
TOTALS	\$9,668.00	\$0.00
NET CHANGES by Change Order	\$9,668.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: Colorado County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET			AIA DOCUMENT G703			PAGE OF PAGES			
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.						APPLICATION NO: 2 APPLICATION DATE: 16/2020 PERIOD TO: 20/261 ARCHITECT'S PROJECT NO: 11			
JV ROOFING PROFESSIONALS: 6834 S. University Blvd., Ste. 248, Centennial, CO 80122									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	TPO ROOF SYSTEM FOR PUMP STATION								
1	Raw Water Pump Station roof insulation	\$8,000.00	9-16-2019 to 9-26-2019			\$8,000.00	100.00%		
	RWPS TPO roofing system with pipe boots	\$10,000.00	9-16-2019 to 9-26-2019			\$10,000.00	100.00%		
	RWPS metal flashing and cap	\$2,000.00	9-16-2019 to 9-26-2019			\$2,000.00	100.00%		
2	Water Treatment Building roof insulation	\$90,000.00				\$90,000.00	100.00%		
	TP TPO roofing system with pipe boots	\$82,470.58				\$82,470.58	100.00%		
	TP metal flashing and cap	\$10,000.00				\$10,000.00	100.00%		
3	CHANGE ORDER Ins	\$2,495.00	9-16-2019 to 9-26-2019			\$2,495.00	100.00%		
4	Bond Increase- 9-5-2019 through 6-5-2020 (Change order submitted w/billing)	\$1,573.00 \$206,538.58				\$1,573.00 \$0.00	100.00% \$0.00	\$206,538.58	
5	RETAINAGE	\$10,606.93	9-26-2020 to 12-6-2020						
	GRAND TOTALS	\$206,538.58	\$0.00	\$0.00	\$0.00	\$206,538.58	\$0.00	\$206,538.58	
Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity									
TOTAL DUE 12-6-2020: \$ 10,606.93 FOR TOTAL RETAINAGE									



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Julio C. Villalba (herein "the undersigned") is the authorized agent for Jv Roofing Professionals, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Roofing System for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Ten-thousand, six-hundred, six and 93/100 (\$10606.93) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Address: JV ROOFING PROFESSIONALS
Name: Julio C. Villalba 6834 S. University Blvd., Ste. 238
Title: President Centennial, CO 80122
Date: 12-6-2020

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

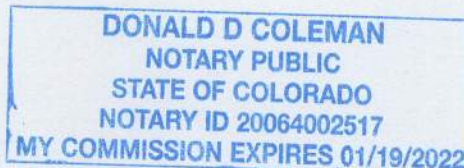
Subscribed and sworn to (or affirmed) before me this 7th day of DECEMBER, 2020,
by Julio C. Villalba, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires:

01/19/2022





S-017 Overhead Doors

Description	Company	Pay App #	Dollar Value
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Final Waiver-RET Release	D.H. Pace Door Services	S30504789-014-003-RET	\$ -
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\$ -

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO CONTRACTOR:

MWH Constructors, Inc.
370 interlocken Blvd., Suite 300
Broomfield, CO 80021

PROJECT:

Lower Basin Water Treatment Plant
311 Violet Lane
Eagle, CO 81631

APPLICATION NO :

3-RET

APPLICATION DATE:

9/21/2020

PERIOD TO:

9/30/2020

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM SUBCONTRACTOR:

DH Pace Door Services, A DH Pace Company, Inc.
4200 Monaco Street
Denver, CO 80216

VIA ARCHITECT:

SUBCONTRACT NO:

30504789

CONTRACT DATE:

5/3/2019

LBS Job #

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	46,905.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	46,905.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	46,905.00
5. RETAINAGE:		
a. 0.0% of Completed Work (Column D + E on G703)	\$	-
b. 0.0% of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	46,905.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	44,559.75
8. CURRENT PAYMENT DUE	\$	2,345.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ -
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date: 9/21/20

State of: Colorado

County of: Denver

Subscribed and sworn to before me this 21 day of Sept

Notary Public:

My Commission expires: 06/12/2021

NELY MARQUEZ

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20174024018

MY COMMISSION EXPIRES 03/07/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3-RET

APPLICATION DATE: 9/21/2020

PERIOD TO: 9/30/2020

CONTRACT NO.: 30504789

LBS Job #

A	B	C	D	E	F	G			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					0.00%
1	Furnish and Install 8x10 Coiling Door (202C)	\$ 5,629.00	\$ 5,629.00			\$ 5,629.00	100.00%	\$ -	\$ -
2	Furnish and Install 11x9 Coiling Door (204C)	\$ 6,567.00	\$ 6,567.00			\$ 6,567.00	100.00%	\$ -	\$ -
3	Furnish and Install 14x14 Coiling Door (208B)	\$ 14,540.00	\$ 14,540.00			\$ 14,540.00	100.00%	\$ -	\$ -
4	Furnish and Install 20x9 Coiling Door (220C)	\$ 12,664.00	\$ 12,664.00			\$ 12,664.00	100.00%	\$ -	\$ -
5	Furnish and Install 12x9 Coiling Door (221C)	\$ 7,505.00	\$ 7,505.00			\$ 7,505.00	100.00%	\$ -	\$ -
						\$ -		\$ -	\$ -
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	GRAND TOTALS	\$ 46,905.00	\$ 46,905.00	\$ -	\$ -	\$ 46,905.00	100.00%	\$ -	\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Cathy Wilson (herein "the undersigned") is the authorized agent for DH Pace Door Services, a DH Pace Company, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Coiling Doors for incorporation or improvement of a project commonly known as Town of Eagle LBWTP ("Project"), located at 311 Violet Way, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of two thousand three hundred forty five and twenty five cents Dollars (\$2345.25) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: DH Pace Door Services, a DH Pace Company, Inc.
Name: Cathy Wilson Address: 4200 Monaco street
Title: VP-Area Admin Manager Denver, CO 80216
Date: 10/19/2020

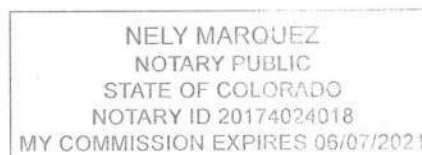
STATE OF Colorado
COUNTY OF Denver

Subscribed and sworn to (or affirmed) before me this 19 day of October, 2020
by Cathy Wilson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 6/7/2021





S-018 Doors & Hardware

Description	Company	Pay App/Inv #	Dollar Value
Final Waiver - RET Release	ASA Door Tech, LLC	1940RET	
Final Waiver-Prev Billed PA #36	D.H. Pace Door Services	P30504789-008-006	\$ -
			<u>\$ -</u>



PROJECT/JOB HEADER

General Information:

Invoice Number:	1940RET
Invoice Date:	8/25/2020
Vendor Name:	ASA Door Tech LLC
Vendor Number:	ASA0002
Project/Job Number:	30504789
Commitment Number:	30003993-0018 (30504789-0131)

Contract Information: *

Original Contract:	\$	9,090.00	
Executed Change Orders:	\$	-	
Final Contract:			\$ 9,090.00

Accounts Payable Information:*

Invoiced to Date (Includes Retention):	\$	9,090.00	
Open Commitment Amount:			\$ -
Paid to Date (Includes Retention Paid):	\$	8,635.00	
Invoices on Hold:	\$	-	
Retention on Hold:	\$	455.00	
Check Invoiced to Date to Subtotal	\$	8,635.00	\$ -
Retention Amount to Release:	\$	-	
New Retention on Hold:			\$ 455.00
Date to Release Retention Amount:		12/7/2021	

Signatures Required:

Prepared By Name:	Margaret Elges
Prepared By Signature:	<i>Margaret Elges</i>
Prepared By Date:	12/7/2021
Project Manager Name:	
Project Manager Signature:	<i>Tyler Hendrix</i>
PM Approval Date:	12-9-21

* - All Dollars should be entered as Positive Numbers

ASA DOOR TECH LLC
 PO Box 631400
 Littleton, CO 80163-1400 US
 asadoortech@gmail.com
 www.asadoortech.com

Invoice



ASA Door Tech, LLC

BILL TO
Eagle Lower Basin Water Treatment Plant 311 Violet Lane Eagle, Co 81631

SHIP TO
Eagle Lower Basin Water Treatment Plant 311 Violet Lane Eagle, Co 81631

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1940	08/25/2020	\$9,090.00	09/24/2020	Net 30	

DESCRIPTION	QTY	RATE	AMOUNT
02 Site Work Site Work	0.95	9,090.00	8,635.50
02 Site Work Retainer	0.05	9,090.00	454.50

BALANCE DUE

\$9,090.00

5% Retention
 Withheld. \$455
 RET RLS Req



FINAL WAIVER AND RELEASE OF ALL CLAIMS

Anthony Arpaio

ASA Door Tech LLC

WHEREAS ASA (herein "the undersigned") is the authorized agent for ASA, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Install Hollow Metal Doors & Hardware for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

Four Hundred Fifty Five

In consideration of the sum of ~~452~~ 455 Dollars (\$455) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:

Name:

Title:

Date:

Company:

Address:

STATE OF

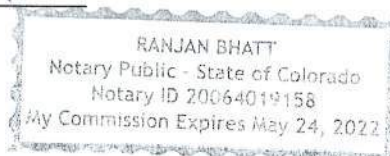
COUNTY OF

Subscribed and sworn to (or affirmed) before me this 27 day of September, 2021 by Anthony G. Arpaio, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 05/24/2022

Signature of Notary Public



APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

PAGE 1 OF 2

TO: **MWH Constructors** PROJECT: **Town of Eagle Lower Basin Water Treatment Plant** APPLICATION NO.: **6** Distribution to: **OWNER**
370 Interlocken Boulevard, Suite 300 311 Violet Lane PERIOD TO: **4/20/2021** **ARCHITECT**
Broomfield, CO. 80021 Eagle, CO. 81631 PROJECT NO: **P30504789-008** **CONTRACTOR**
Tyler.Hendrix@mwhconstructors.com shanda.walburn@mwhconstructors.com
FROM: D. H. PACE DOOR SERVICES **30504789** ARCHITECT: **margo.elges@mwhconstructors.com** CONTRACT DATE: **4/20/2021**
1901 E. 119th St. **30003993-0003** **NOTE:**
OLATHE, KS 66061 **DH0001** **Previously Billed**
to Town of Eagle
on PA #36. Final
Waiver Attached

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$69,550
2. NET CHANGE BY CHANGE ORDER..... \$4,397
a. Adds & deletions pending formal CO'S \$0
3. CONTRACT SUM TO DATE (Line 1 +/- 2)..... \$73,947
4. TOTAL COMPLETED & STORED TO DATE..... \$73,947
(Column G on G703)
5. RETAINAGE:
a. N/A % of Completed Work \$ 0
(Columns D + E on G703)
b. N/A % of Stored Material \$ 0
(Column F on G703)
Total Retainage (Line 5a + 5b or
Total in Column 1 of G703)..... \$0
6. TOTAL EARNED LESS RETAINAGE..... \$73,947
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$72,884
(Line 6 from prior Certificate)
5
8. CURRENT PAYMENT DUE..... \$1,063
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ \$0

CHANGE ORDER SUMMARY	Additions	Deductions	
Total changes approved in previous months.		\$0	
Total approved this Month	\$0	\$0	
TOTALS	\$0	\$0	
NET CHANGES BY C.O.			\$0
CHANGES AWAITING FORMAL CHANGE ORDER			
TOTALS	\$0	\$0	\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment is in accordance with the Contract Documents. Certificates for Payment are not to be issued until the Contractor has received from the Owner, in writing, the amount of the payment.

CONTRACTOR: D. H. PACE DOOR SERVICES

By: Amy Meade

Amy Meade, Vice President

State of: Kansas

County of: Johnson

Subscribed and sworn to before me this 20th day of April, 2021

Notary Public:

Danielle Campbell



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

D. H. PACE DOOR SERVICES
1901 E. 119th Street
Olathe, Kansas 66061

PROJECT:

Town of Eagle Lower Basin Water Treatment Plant

311 Violet Lane
Eagle, CO. 81631

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO.: 6

containing Contractor's signed Certification, is attached.

APPLICATION DATE: 4/20/2021

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 4/20/2021

Use Column 1 on Contracts where variable retainage for line items may apply.

PROJECT NO: **P30504789-008**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	69550								
	HM Doors	\$24,898	\$24,898	\$0	\$0	\$24,898	100%	\$0	
	HM Frames	\$10,468	\$10,468	\$0		\$10,468	100%	\$0	
	Finish Hardware	\$34,184	\$34,184	\$0		\$34,184	100%	\$0	
						\$0	0%	\$0	
				\$0	\$0	\$0	0%	\$0	
				\$0	\$0	\$0	0%	\$0	
				\$0		\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
1,2	Change Order 1	\$2,034	\$2,034	\$0		\$2,034	100%	\$0	
3	Change Order 2	\$80	\$80	\$0		\$80	100%	\$0	
5	Change Order 3	\$1,220	\$1,220	\$0		\$1,220	100%	\$0	
4	Change Order 4	\$1,063		\$1,063		\$1,063	100%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
						\$0	0%	\$0	
	TOTALS	\$73,947	\$72,884	\$1,063	\$0	\$73,947		\$0	\$0



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS _____ - Manager- Administration (herein "the undersigned") is the authorized agent for Dh Pace Company Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as HM Doors, Frames And Finish Hardware for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of One Thousand and sixty three Dollars (\$1063.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: _____ Company: DH Pace Company Inc/Door Services
Name: _____ Address: 1901 E 119th Street
Title: Manager- Administration Olathe, KS 66061
Date: _____

STATE OF Kansas

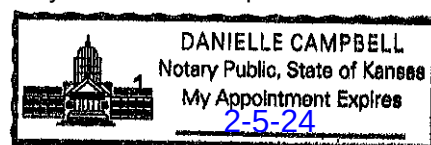
COUNTY OF Johnson

Subscribed and sworn to (or affirmed) before me this 15th day of November, 2021
by Crystal Ramage, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:

Signature of Notary Public

My commission expires:





S-019 Windows, Glass, & Glazing

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Metropolitan Glass	30003993-0006-003RET	\$ -

\$ -

V #MET0005
Contract: 30003993-0006

Page 255 of 486

DATE: 09/02/20

CONTRACTOR: METROPOLITAN GLASS, INC
 6400 Franklin St.
 Denver CO 80229

PROJECT: EAGLE BASIN WTP
 311 VIOLET LANE
 EAGLE CO 81631

Application No: 3
 Period From: 09/01/20 To: 09/30/20
 Contract Date : 00/00/00 Code: 5349
 Contract For :

A	B	C	D	E	F	G	H	I	
Item No.	Description Of Work	Scheduled Value	Work Completed		Materials	Total	% (G/C)	Balance to Finish (C-G)	Current Total Retainage
			From Prev Application (D+E)	This Period	Presently Stored (Not in D or E)	Completed and stored To Date (D+E+F)			
1	SHOPS AND SUBMITTALS	3,347	3,347			3,347	100.0		
2	GLASS MATERIALS	5,107	5,107			5,107	100.0		
3	GLASS LABOR	7,085	7,085			7,085	100.0		
4	ALUMINUM MATERIALS	28,964	28,964			28,964	100.0		
5	ALUMINUM LABOR	14,169	14,169			14,169	100.0		
	TOTAL	58,672	58,672			58,672	100.0		

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Sean K Moore (herein "the undersigned") is the authorized agent for Metropolitan Glass, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as S-015 Windows, Glass & Glazing for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

Two Thousand, Nine Hundred, Thirty Three and 60/100

In consideration of the sum of 2,933.60 (~~\$2933.60~~) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: <u>Sean K. Moore</u>	Address: <u>METROPOLITAN GLASS, IN</u>
Name: <u>SEAN K MOORE</u>	<u>6400 FRANKLIN STREET</u>
Title: <u>PRESIDENT</u>	<u>DENVER, CO 80229</u>
Date: <u>09/02/2020</u>	

STATE OF COLORADO)
) ss.
 COUNTY OF ADAMS)

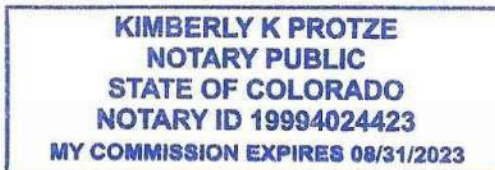
Subscribed and sworn to (or affirmed) before me this 2ND day of SEPTEMBER, 2020,
 by SEAN K MOORE, proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Witness my hand and official seal:

Kimberly K Protze
 Signature of Notary Public

My commission expires:

AUGUST 31, 2023





S-020 Studs, Drywall, Acoustical Ceilings

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Superior Drywall Inc.	S3050478-016-006RET	\$ -

\$ -

**AIA Type Document
Application and Certification for Payment**

S3050478901606RET

TO: MWH CONSTRUCTORS, INC.
(OWNER) 370 Interlocken Blvd. Ste.300
Broomfield, CO 80021
Attn: Tyler Hendrix

PROJECT V-EWTP
NAME AND Eagle Water Treatment Facility
LOCATION: 311 Violet Lane
Eagle, CO

APPLICATION No: 6
PERIOD To: 09/03/2021
PROJECT #S:
INVOICE NUMBER: 01881

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

FROM: Superior Drywall, Inc.
(CONTRACTOR) P.O. Box 881
Eagle, CO 81631

VIA (ARCH) **V# SUP011**
Contract: 30003993-0009

DATE OF CONTRACT 25-SEP-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 142,024.00
2. NET CHANGE BY CHANGE ORDERS\$ -10,000.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)\$ 132,024.00
4. TOTAL COMPLETED AND STORED TO DATE\$ 132,024.00

5. RETAINAGE:

a. 5.00 % of Completed Work\$ 0.00

b. _____ % of Material Stored\$ 0.00

Total Retainage (Line 5a + 5b)\$ 0.00

6. TOTAL EARNED LESS RETAINAGE\$ 132,024.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT\$ 125,422.79
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE\$ 6,601.21

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$0.00	\$10,000.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$10,000.00
NET CHANGES by Change Order	-\$10,000.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR Superior Drywall, Inc.
P.O. Box 881
Eagle, CO 81631

By: J. Hawley

Date: 9/3/21

State of: Colorado

County of: Eagle

Subscribed and sworn to before me this 3 day of September 2021

Notary Public: Karen Sato

My Commission Expires: Dec 13, 2024

KAREN SATO
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID: 2016047131
MY COMMISSION EXPIRES: DECEMBER 13, 2024

ARCHITECT'S CERTIFICATION FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CERTIFIED AMOUNT\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Superior Drywall, Inc.

Payment Application containing Contractor's signature is attached.	PROJECT V-EWTP NAME AND Eagle Water Treatment Facility LOCATION: 311 Violet Lane Eagle, CO	APPLICATION #: 6 DATE OF APPLICATION: 03-SEP-21 PERIOD THRU: 03-SEP-21 PROJECT #'S: INVOICE NUMBER: 01881
--	--	--

A	A1	B	C	D	E	F	G		H	I
ITEM #	CODE	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					

ORIGINAL CONTRACT

1		Exterior Framing Materials	10,760.00	10,760.00	0.00		10,760.00	100%	0.00	0.00
2		Plywood, parapet Caps, Tyvek Materials	21,412.00	21,412.00	0.00		21,412.00	100%	0.00	0.00
3		Frame interior Materials	9,517.00	9,517.00	0.00		9,517.00	100%	0.00	0.00
4		Drywall Materials	13,662.00	13,662.00	0.00		13,662.00	100%	0.00	0.00
5		Metal panel Materials	2,829.00	2,829.00	0.00		2,829.00	100%	0.00	0.00
6		Exterior Frame Labor	7,140.00	7,140.00	0.00		7,140.00	100%	0.00	0.00
7		Plywood, Parapet Caps, Tyvek Labor	13,380.00	13,380.00	0.00		13,380.00	100%	0.00	0.00
8		Interior framing Labor	12,600.00	12,600.00	0.00		12,600.00	100%	0.00	0.00
9		Drywall Labor	30,960.00	30,960.00	0.00		30,960.00	100%	0.00	0.00
10		Metal panel Labor	6,300.00	6,300.00	0.00		6,300.00	100%	0.00	0.00
11		Snow Removal Allowance	10,000.00	10,000.00	0.00		10,000.00	100%	0.00	0.00
12		Bond	3,464.00	3,464.00	0.00		3,464.00	100%	0.00	0.00
		Group Sub Total	142,024.00	142,024.00	0.00		142,024.00	100%	0.00	0.00
		SUB TOTAL	142,024.00	142,024.00	0.00		142,024.00	100%	0.00	0.00

CHANGE ORDERS

1		CO-0005 - Snow Removal Allowance Credit	-10,000.00	-10,000.00	0.00		-10,000.00	100%	0.00	0.00
		Group Sub Total	-10,000.00	-10,000.00	0.00		-10,000.00	100%	0.00	0.00
		SUB TOTAL	-10,000.00	-10,000.00	0.00		-10,000.00	100%	0.00	0.00
		FINAL TOTAL	\$132,024.00	\$132,024.00	\$0.00		\$132,024.00	100%	\$0.00	\$0.00



Note: Final Waiver for
Full Contract Amount
instead of Final
Retention Amt.

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Jim Hewlett (herein "the undersigned") is the authorized agent for Superior Drywall Inc. ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Metal Framing, Drywall Acoustic Ceilings for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of One Hundred Thirty Two Thousand Twenty Four Dollars (\$132,024.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: J Hewlett Company: Superior Drywall
Name: Jim Hewlett Address: 1286 Chamber Ave PO Box 881
Title: PM Eagle Co.
Date: 9/3/21 81631

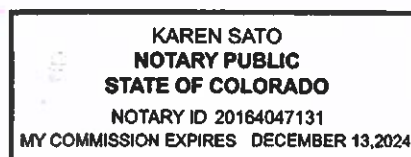
STATE OF Colorado
COUNTY OF Eagle

Subscribed and sworn to (or affirmed) before me this 3 day of September
by Jim Hewlett, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:

Karen Sato
Signature of Notary Public

My commission expires:





S-021 Painting & Coatings

Description	Company	Pay App #	Dollar Value
Misc T&M/Closeout CO	National Coatings, Inc.		\$ 2,217.76
Final Waiver-Ret Release	National Coatings, Inc.	RET	\$ -

\$ 2,217.76



SOV Item: S-021 Painting & Coatings

Contractor: National Coatings, Inc.

Work Scope: Painting & Coatings

Contract #: S30504789-017

Retention: 5%

Cost Code: 090-5020

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original	10/30/2018	Painting & Coatings	400,900.00
2	CO 001		Trolley Hoist & Membrane Tnk Cvr	(2,830.00)
2	CO 001		Containment Systems Changes	4,410.00
			Changing Rooms 200, 202, 207 North Wall, and Upper Stairway Room 205 from Masonry Sealer to Epoxy Coating. Supply and Install	22,735.00
3	CO 002	7/10/2020	WCD No. 48 170 LF of Piping	4,265.00
4	CO 003	11/6/2020	COR T&M, WCD 79, WCD 78A	1,923.00
5	CO 004	9/8/2021	Closeout Change Order	294.76
6	CO 005	10/12/2021		431,697.76

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
13	1	7/31/2019	Bond	10,960.00		10,960.00
15	2	9/30/2019	8/1/19-9/30/19	25,303.50	1,265.18	24,038.33
20	3	1/31/2020	1/1/20-1/31/20	15,480.00	774.00	14,706.00
21	4	2/29/2020	2/1/20-2/29/20	21,876.00	1,093.80	20,782.20
22	5	3/31/2020	3/1/20-3/31/20	3,834.00	191.70	3,642.30
24	6	5/31/2020	5/1/20-5/31/20	36,400.00	1,820.00	34,580.00
25	7	6/30/2020	6/1/20-6/30/20	32,200.00	1,610.00	30,590.00
26	8	7/30/2020	7/1/20-7/31/20	55,878.75	2,793.94	53,084.81
26	8	7/30/2020	7/1/20-7/31/20	(22,735.00)	(1,136.75)	(21,598.25)
27	9	8/31/2020	8/1/20-8/31/20	47,377.00	2,368.85	45,008.15
28	10	9/30/2020	9/1/20-9/30/20	29,550.00	1,477.50	28,072.50
29	11	10/31/2020	10/1/20-10/31/20	11,600.00	580.00	11,020.00
30	12	11/30/2020	11/1/20-11/30/20	6,600.00	330.00	6,270.00
32	8	7/30/2020	7/1/20-7/31/20	22,735.00	1,136.75	21,598.25
32	13	12/31/2020	12/1/20-12/31/20	13,283.00	664.15	12,618.85
33	14	1/31/2021	1/1/21-1/31/21	23,858.50	1,192.93	22,665.58
34	15	2/17/2021	2/1/21-2/28/21	75,369.75	3,768.49	71,601.26
35	16	4/19/2021	3/1/21-4/30/21	19,909.50	995.48	18,914.03
35	16	4/19/2021	3/1/21-4/30/21	(4,915.00)	(245.75)	(4,669.25)
38	16	4/19/2021	3/1/21-4/30/21	4,915.00	245.75	4,669.25
41	17	10/31/2021	10/1/21-10/31/21	2,217.76		2,217.76
41	RET	7/31/2021	RET RLS		(20,926.00)	20,926.00
					-	-
					-	-
ITD Totals:				431,697.76	(0.00)	431,697.76

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 2

TO (OWNER OR GC): **MWH Constructors, Inc.**
370 Interlocken Blvd., Suite 300
Broomfield, CO. 80021

PROJECT: **Lower Basin Water Treatment Plant**
Subcontract No. S30504789-017

PAGES APPLICATION NO: **17**
 PERIOD FROM: 10/01/21
 TO: 10/31/21

Distribution to:
☐ OWNER

FROM (CONTRACTOR): **NATIONAL COATINGS, INC.**
5115 New Bern Avenue Suite 110
Raleigh, NC 27610

NCI JOB # **15-180018**

PROJECT NO: **30504789**

☐ ARCHITECT

☒ GENERAL
 CONTRACTOR

CONTRACT FOR: **Painting**

VIA (ARCHITECT):

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner		ADDITIONS
TOTAL		DEDUCTIONS
Approved this Month		
Number	Date Approved	
1		\$1,580.00
2		\$22,735.00
3		\$4,265.00
4		\$1,923
5		\$294.76
TOTALS		\$30,797.76
Net change by Change Orders		\$30,798

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered in this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Victoria Pate

Date: _____



CERTIFICATE FOR PAYMENT

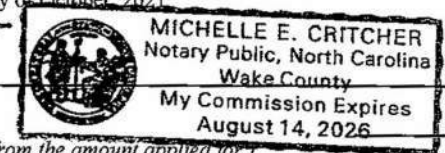
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application is made for Payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$400,900.00
2. Net change by Change Orders	\$30,797.76
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$431,697.76
4. TOTAL COMPLETED & STORED TO DATE	\$431,697.76
(Column G on G703)	
5. RETAINAGE:	
a. 0% of Completed Work	\$0.00
(Column D + E on G703)	
b. 0% of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$431,697.76
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$429,480.00
8. CURRENT PAYMENT DUE	\$2,217.76
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
(Line 3 less line 6)	

State of: North Carolina County of: Wake
 Subscribed and sworn to before me this 20th day of October, 2021.
 Notary Public: Michelle E. Critcher
 My Commission expires: 08-14-2026



AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on certificate where variable retainage for items may apply.

APPLICATION NUMBER: NGE ORDER DRAW

APPLICATION DATE: 10/20/21

PERIOD FROM: 10/01/21

TO: 10/31/21

PROJECT NO: 30504789

NCI JOB # 15-180018

Lower Basin Water Treatment Plant

NCT JOB #		15-180018		Lower Basin Water Treatment Plant		TO: 10/31/21		PROJECT NO: 30504789	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
1	Insurance/Mobilization	\$40,090.00	\$40,090.00			\$40,090.00	100%	\$0.00	\$2,004.50
2	Payment & Performance Bond	\$10,960.00	\$10,960.00			\$10,960.00	100%	\$0	\$548.00
3	Raw Water Pump Station								
4	Labor	\$17,320.00	\$17,320.00			\$17,320.00	100%	\$0.00	\$866.00
5	Material	\$8,660.00	\$8,660.00			\$8,660.00	100%	\$0.00	\$433.00
6	Water Treatment Plant	\$6,300.00	\$6,300.00			\$6,300.00	100%	\$0.00	\$315.00
7	HMD/F	\$6,100.00	\$6,100.00			\$6,100.00	100%	\$0.00	\$305.00
8	Trolley Crane								
9	Entry Steel	\$450.00	\$450.00			\$450.00	100%	\$0.00	\$22.50
10	Water Repellent	\$19,370.00	\$19,370.00			\$19,370.00	100%	\$0.00	\$968.50
11	Piping	\$33,815.00	\$33,815.00			\$33,815.00	100%	\$0.00	\$1,690.75
12	Membrane Basins (3)	\$100,100.00	\$100,100.00			\$100,100.00	100%	\$0.00	\$5,005.00
13	Floor Sealer	\$9,830.00	\$9,830.00			\$9,830.00	100%	\$0.00	\$491.50
14	Concrete/CMU	\$22,345.00	\$22,345.00			\$22,345.00	100%	\$0.00	\$1,117.25
15	Containment	\$25,560.00	\$25,560.00			\$25,560.00	100%	\$0.00	\$1,278.00
16	Walls Exproxy & GYP.	\$58,000.00	\$58,000.00			\$58,000.00	100%	\$0.00	\$2,900.00
17	Travel	\$42,000.00	\$42,000.00			\$42,000.00	100%	\$0.00	\$2,100.00
18	CO#01	\$1,580.00	\$1,580.00			\$1,580.00	100%	\$0	\$79.00
19	CO #02	\$22,735.00	\$22,735.00			\$22,735.00	100%	\$0	\$1,136.75
20	CO #03	\$4,265.00	\$4,265.00			\$4,265.00	100%	\$0	\$213.25
21	CO #04	\$1,923.00	\$0.00	\$1,923.00		\$1,923.00	100%	\$0	\$96.15
22	CO #05	\$294.76	\$0.00	\$294.76		\$294.76	100%	\$0	\$14.73
		\$431,697.76	\$429,480.00	\$2,217.76	\$0.00	\$431,697.76	100%	\$0.00	\$21,584.88

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 2 PAGES

TO (OWNER OR GC):	MWH Constructors, Inc. 370 Interlocken Blvd., Suite 300 Broomfield, CO. 80021	PROJECT:	Lower Basin Water Treatment Plant Subcontract No. S30504789-017	APPLICATION NO:	RETAINAGE	Distribution to:
					PERIOD FROM: 07/01/21 TO: 07/31/21	☐ OWNER
FROM (CONTRACTOR):	NATIONAL COATINGS, INC. 5115 New Bern Avenue Suite 110 Raleigh, NC 27610	NCI JOB #	15-180018	PROJECT NO:	30504789	☐ ARCHITECT
CONTRACT FOR:	Painting	VIA (ARCHITECT):		CONTRACT DATE:		☒ GENERAL CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1			
2			
3			
TOTALS		\$28,580	\$0
Net change by Change Orders		\$28,580	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered in this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date: 07-19-2021**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application is made for Payment, as shown below, in connection with the contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$400,900.00
2. Net change by Change Orders	\$28,580.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$429,480.00
4. TOTAL COMPLETED & STORED TO DATE	\$429,480.00
(Column G on G703)	
5. RETAINAGE:	
a. 0% of Completed Work	\$0.00
(Column D + E on G703)	
b. 0% of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$429,480.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$408,554.00
8. CURRENT PAYMENT DUE	\$20,926.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
(Line 3 less line 6)	

State of: North Carolina

County of: Wake

Subscribed and sworn to before me this 19th day of JULY, 2021

Notary Public: Michelle E. CritcherMy Commission expires: 08-14-2021

MICHELLE E. CRITCHER
Notary Public, North Carolina
Wake County
My Commission Expires
August 14, 2021

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: RETAINAGE

Contractor's signed Certification is attached.

APPLICATION DATE: 07/19/21

In tabulations below, amounts are stated to the nearest dollar.

PERIOD FROM: 07/01/21

Use column I on certificate where variable retainage for items may apply.

TO: 07/31/21

NCI JOB # 15-180018

Lower Basin Water Treatment Plant

PROJECT NO: 30504789

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
1	Insurance/Mobilization	\$40,090.00	\$40,090.00			\$40,090.00	100%	\$0.00	\$2,004.50
2	Payment & Performance Bond	\$10,960.00	\$10,960.00			\$10,960.00	100%	\$0	\$548.00
3	Raw Water Pump Station								
4	Labor	\$17,320.00	\$17,320.00			\$17,320.00	100%	\$0.00	\$866.00
5	Material	\$8,660.00	\$8,660.00			\$8,660.00	100%	\$0.00	\$433.00
	Water Treatment Plant								
6	HMD/F	\$6,300.00	\$6,300.00			\$6,300.00	100%	\$0.00	\$315.00
7	Trolley Crane	\$6,100.00	\$6,100.00			\$6,100.00	100%	\$0.00	\$305.00
8	Entry Steel	\$450.00	\$450.00			\$450.00	100%	\$0.00	\$22.50
9	Water Repellent	\$19,370.00	\$19,370.00			\$19,370.00	100%	\$0.00	\$968.50
10									
11	Piping	\$33,815.00	\$33,815.00			\$33,815.00	100%	\$0.00	\$1,690.75
12	Membrane Basins (3)	\$100,100.00	\$100,100.00			\$100,100.00	100%	\$0.00	\$5,005.00
13	Floor Sealer	\$9,830.00	\$9,830.00			\$9,830.00	100%	\$0.00	\$491.50
14	Concrete/CMU	\$22,345.00	\$22,345.00			\$22,345.00	100%	\$0.00	\$1,117.25
15	Containment	\$25,560.00	\$25,560.00			\$25,560.00	100%	\$0.00	\$1,278.00
16	Walls Expoxy & GYP.	\$58,000.00	\$58,000.00			\$58,000.00	100%	\$0.00	\$2,900.00
17	Travel	\$42,000.00	\$42,000.00			\$42,000.00	100%	\$0.00	\$2,100.00
18	CO#01	\$1,580.00	\$1,580.00			\$1,580.00	100%	\$0	\$79.00
19	CO #02	\$22,735.00	\$22,735.00			\$22,735.00	100%	\$0	\$1,136.75
20	CO #03	\$4,265.00	\$4,265.00			\$4,265.00	100%	\$0	\$213.25
		\$429,480.00	\$429,480.00	\$0.00	\$0.00	\$429,480.00	100%	\$0.00	\$21,474.00



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Victoria Pate (herein "the undersigned") is the authorized agent for National Coatings Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Painting for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Twenty Thousand Nine Hundred Twenty-Six Dollars and 00/100 Dollars (\$20,926.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:

Victoria Pate

2010 Company:

National Coatings, Inc.

Name: Victoria Pate

NC Address:

5115 New Bern Avenue

Title: Controller

Raleigh, NC 27610

Date: 09-07-2021

STATE OF NORTH CAROLINA

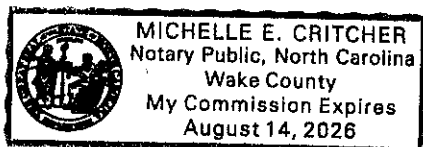
COUNTY OF Wake

Subscribed and sworn to (or affirmed) before me this 7th day of September, 2021
by Victoria Pate, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 08-14-2026

Michelle E. Critcher
Signature of Notary Public





S-022 Tile & Flooring

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Spectra	30504789-022-003RET	\$ -

\$ -

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 1 of 3 PAGES

TO OWNER: **MWH Constructors**
370 Interlocken Blvd
Suite 300
Broomfield CO 80021

PROJECT: **Lower Basin Water Treatment Plant**
311 Violet Lane
Eagle, CO 81631

FROM CONTRACTOR: **Spectra Contract Flooring**
10415 E. 49th Ave.
Denver, CO 80238

30504789
SHA0007
3003993-0020

APPLICATION NO: **Retainage**
APPLICATION DATE: **March 16, 2021**
PERIOD TO: **March 31, 2021**
PROJECT NOS: **30504789**
CONTRACT DATE: **May 11, 2020**

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	33,338.05
2. Net change by Change Orders		\$2,988.46
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	36,326.51
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	36,326.51
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	1,816.33
b. of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,816.33
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	34,510.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	34,510.18
8. CURRENT PAYMENT DUE	\$	1,816.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,988.46	
Total approved this Month		
TOTALS	\$2,988.46	\$0.00
NET CHANGES by Change Order	\$2,988.46	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Spectra Contract Flooring**

By: Peter Rindone Date: 3/16/2021

State of: **Colorado**

County of: **Denver**

Subscribed and sworn to before me this 16th day of March 2021

Notary Public: [Signature]

My Commission expires: August 14, 2021

DAVID AUSTIN KING
Notary Public - State of Colorado
Notary ID 20174034122
My Commission Expires Aug 14, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column F on Contracts where variable retainage for line items may apply.

Lower Basin Water Treatment Plant

Retainage

March 16, 2021

March 31, 2021

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

36504789

A Item Number	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (not in D or E)	G		H Balance to Finish	I Total Retainage
			From Previous Applications (D+E)	This Period		Total \$ Completed and Stored to Date (D+E+F)	% Complete		
									0%
1	Original Contract (C A01)	\$ 33,338.05	\$ 33,338.05	\$ -		\$ 33,338.05	100%	\$ -	\$ 1,066.90
2	CO#1 Color Switch (A02)	\$ 791.68	\$ 791.68	\$ -		\$ 791.68	100%	\$ -	\$ 39.58
3	CO#2 QT Bullnose Add (A03)	\$ 696.78	\$ 696.78	\$ -		\$ 696.78	100%	\$ -	\$ 34.84
4	CO#3 Base (A05)	\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 75.00
5			\$ -	\$ -		\$ -		\$ -	\$ -
6			\$ -	\$ -		\$ -		\$ -	\$ -
7			\$ -	\$ -		\$ -		\$ -	\$ -
8			\$ -	\$ -		\$ -		\$ -	\$ -
9			\$ -	\$ -		\$ -		\$ -	\$ -
10			\$ -	\$ -		\$ -		\$ -	\$ -
11			\$ -	\$ -		\$ -		\$ -	\$ -
12			\$ -	\$ -		\$ -		\$ -	\$ -
13			\$ -	\$ -		\$ -		\$ -	\$ -
14			\$ -	\$ -		\$ -		\$ -	\$ -
15			\$ -	\$ -		\$ -		\$ -	\$ -
16			\$ -	\$ -		\$ -		\$ -	\$ -
17			\$ -	\$ -		\$ -		\$ -	\$ -
18			\$ -	\$ -		\$ -		\$ -	\$ -
19			\$ -	\$ -		\$ -		\$ -	\$ -
20			\$ -	\$ -		\$ -		\$ -	\$ -
21			\$ -	\$ -		\$ -		\$ -	\$ -
22			\$ -	\$ -		\$ -		\$ -	\$ -
23			\$ -	\$ -		\$ -		\$ -	\$ -
24			\$ -	\$ -		\$ -		\$ -	\$ -
25			\$ -	\$ -		\$ -		\$ -	\$ -
26			\$ -	\$ -		\$ -		\$ -	\$ -
27			\$ -	\$ -		\$ -		\$ -	\$ -
28			\$ -	\$ -		\$ -		\$ -	\$ -
29			\$ -	\$ -		\$ -		\$ -	\$ -
30			\$ -	\$ -		\$ -		\$ -	\$ -
31			\$ -	\$ -		\$ -		\$ -	\$ -
PAGE SUBTOTAL		\$36,326.51	\$36,326.51	\$6.00	\$0.00	\$36,326.51	100%	\$0.00	\$1,816.33



FINAL WAIVER AND RELEASE OF ALL CLAIMS

Peter Rincione

Spectra Contract Flooring

WHEREAS _____ (herein "the undersigned") is the authorized agent for _____, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Flooring for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with MWH Constructors, Inc. acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

One Thousand Eight Hundred Sixteen & 33/100 1,816.33

In consideration of the sum of _____ Dollars (\$_____) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: Shaw Contract Flooring Service, Inc. dba Spectra Contract Flooring
Name: PETER RINCIONE Address: 10415 E 49th Ave
Title: PRESIDENT Denver, CO 80238
Date: 9/8/21

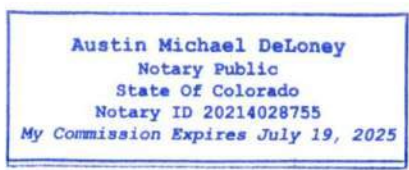
STATE OF Colorado
COUNTY OF Denver

Subscribed and sworn to (or affirmed) before me this 8th day of September, 2021
by Peter Rincione, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires:





S-024 Laboratory Cabinets & Countertops

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	ISEC	S30504789-019-005RET	\$ -

\$ -

V# ISE0002
Contract: 30003993-0011

Page 1 of 1

S3050478901905RET

APPLICATION AND CERTIFICATE FOR PAYMENT

DOC#MONT 002

TO CUSTOMER NUMBER	PROJECT	APPLICATION NO	REMIT PAYMENT TO
M H Constructors	Water Basin Water Treatment Plant	Retention	6000 Greenwood Plaza Blvd
000 Interlocen Blvd Site 00	11 Violet Lane	PERIOD TO	Site 200
Broomfield CO 0021	CO	12/1/2020	Greenwood Villa CO 0111
FROM		DATE	21 Dec 20
IS INCORPORATED	IS C CF	1/1/1	IS C PM
CONTRACT FOR	INVOICE	211212	Lori Meier
		CONTRACT DATE	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below in connection with the Contract
Continuation Sheet Document 000 is attached

1. ORIGINAL CONTRACT SUM	0002
2. Net Change by Change Orders	1260
3. CONTRACT SUM TO DATE (Line 1+2)	600
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	600
5. RETAINAGE:	
a 0 of Completed or	0
Column D on 000	
b of Stored Material	0
Column F on 000	
Total retainage Line a or b or Total in Column I of 000	0
6. TOTAL EARNED LESS RETAINAGE	600
Line less Line Total	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	
Line 6 from Prior Certificate	
8. CURRENT PAYMENT DUE	200
9. BALANCE TO FINISH, INCLUDING RETAINAGE	0
Line less Line 6	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the or covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for or for which previous Certificates for Payment were issued and amounts received from the Owner and that current payment shown herein is not due

CONTRACTOR IS INCORPORATED
Lori Meier PROCT MENT
B Date

State of Select state
Contract of
Signed and sworn to before me this day of 201

Notary Public
My Commission Expires

Actual Amt
\$2,343.65

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the or has expressed as indicated the quality of the or is in accordance with the Contract Documents and the Contractor is entitled to payment of the MOUNT CERTIFIED

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT
B Date

This Certificate is not negotiable The MOUNT CERTIFIED is payable only to the Contractor named herein Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in		
previous months by Owner	1260	
Total approved this Month	0	
TOTALS	1260	0
Net Change by Change Orders	1260	

DOC#MONT 002 APPLICATION AND CERTIFICATE FOR PAYMENT 0102 EDITION 000 0102

CONTINUATION SHEET

DOCUMENT 000

Document 002 APPLICATION AND CERTIFICATE FOR PAYMENT contain
 Contractor's signed Certification is attached

APPLICATION NUMBER retention

APPLICATION DATE 21 Dec 20

PERIOD TO 12/1/2020

ARCHITECT'S PROJECT NO

CUSTOMER PO NO 0000000011

In tabulations below amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

	B	C	D		F			H	I
ITEM NO	DESCRIPTION	SCHEDULED VOLUME	OR COMPLETED FROM PREVIOUS APPLICATION ID	THIS PERIOD	MATERIALS PRESENTLY STORED NOT IN D OR	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINED
1	Project Management	26	26	0		26	100		0
2	Engineering Submittals	062	062	0		062	100		0
	Mobilization	60	60	0		60	100		0
	Demobilization	6	6	0		6	100		0
		0	0	0		0	0		0
6	LBS OR Labor	006	006	0		006	100		0
	LBS OR Material	200	200	0		200	100		0
		0	0	0		0	0		0
	Change Order 12 Kitchen	021	021	0		021	100		0
10	Change Order Odd Vanities	006	006	0		006	100		0
11	Change Order Remove millor	1000	1000	0		1000	100		0
12	Change Order Delay Double Handlin	120	120	0		120	100		0
1		0	0	0		0	0		0
1		0	0	0		0	0		0
1		0	0	0		0	0		0
16		0	0	0		0	0		0
1		0	0	0		0	0		0
1		0	0	0		0	0		0
1		0	0	0		0	0		0
1		0	0	0		0	0		0
	Page 1 Total	6000	6000	0	0	6000		0	0

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Larry Minus herein "the undersigned" is the authorized agent for Isco Inc. ("Releasing Party") and Releasing Party provided labor, material, equipment or other items of or further identified or described as Laboratory Case or for incorporation or improvement of a project commonly known as Tom Of the Lake Liberty Precon ("Project") located at 11 Violet in the Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Tom of the Lake ("Owner")

In consideration of the sum of Two Thousand Three Hundred Forty Four dollars and 00/100 2000.00 paid simultaneously herewith and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice or other right to funds in control of the Owner which are due or to become due to Contractor or other interest or claim it may have in or on the above referenced Project for all labor, services, equipment and material furnished on the above referenced Project including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials furnished by the undersigned to or for the above described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations and demands, whether in law or in equity, contract or tort, which it may have had, might now have or may in the future have for labor, services, equipment and material furnished for or pertaining to the above referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same and further agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

Box _____	Address _____ <u>6000 Greenwood Plaza Blvd</u> <u>200</u>
Name _____ <u>Larry Minus</u>	_____ <u>Greenwood Villa</u> <u>CO</u>
Title _____ <u>Regional Manager</u>	_____ <u>0111</u>
Date _____ <u>January 1</u> <u>2021</u>	_____

STATE OF **Colorado**

☐
☒ ss
☐

COUNTY OF **Arapahoe**

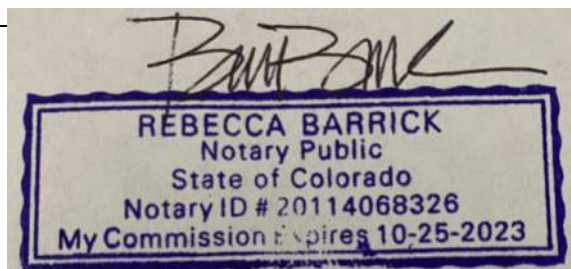
Subscribed and sworn to or affirmed before me this 14 day of January 2021 by Larry Minus proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Witness my hand and official seal:

My commission expires

10-25-23

Signature of Notary Public





S-025 Monorail Hoists

Description	Company	Inv #	Dollar Value
Final Waiver-RET Release	Horizon Mechanical Services	62983	\$ -

\$ -



SOV Item: S-025 Monorail Hoists

Contractor: Timken Motor & Crane Services LLC

Work Scope: Hoists and Trolleys

Contract #: S30504789-020

Retention 5%

Cost Code: 140-5010

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	11/24/2020	Provide & Install Hoist & Trolleys	51,798.25
				51,798.25

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
32	57037	12/14/2020	12/10/2020	36,968.00	1,848.40	35,119.60
34	57425	1/12/2021	1/12/2021	16,720.00	836.00	15,884.00
35	57425	1/12/2021	1/2/2021	(1,889.75)	(94.49)	(1,795.26)
41	62983	12/1/2021	RET RLS		(2,589.91)	2,589.91
					-	-
ITD Totals:				51,798.25	0.00	51,798.25



REMIT TO: Timken Motor & Crane Services LLC
Dept. 1234
PO Box 121234
Dallas, Texas 75312-1234

TIM0004
30504789-020
(30003993-0016)
Final Pymt - RET
RLS

INVOICE

62983

Salesperson:
Z Disabled - Luciano,

Invoice Date:
December 01, 2021

BILL TO:
MWH Constructors
370 Interlocken Blvd.
Suite 300
Broomfield CO 80021
USA

Email: AP.Invoices@mwhconstructors.com

SHIP TO:
MWH Constructors
370 Interlocken Blvd.
Suite 300
Broomfield CO 80021
USA

ACCOUNT NO.	FOB POINT	PAYMENT TERMS	CUSTOMER PURCHASE ORDER NUMBER	
12634	Delivered At Place	Upon Receipt	LOI	
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
1	Sales Order No: 84747 Part: Loadstar Hoist Description: 2 TON CHAIN HOIST Shipped Via: Best Way Date Shipped: December 01, 2021 Comment: Retainage billing for Job 84747		\$2,589.91	2,589.91

INVOICE TOTAL

\$2,589.91

Timken Motor & Crane Services LLC
Wazee Crane
11575 Teller Street
Broomfield, CO 80020

PHONE: (303) 623-1736
FAX: (303) 623-1055
TOLL FREE: (800) 624-1736
DUNS: 00-480-1577





FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Stephen Andrews (herein "the undersigned") is the authorized agent for Timken Motor & Crane Services, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as 2 Ton Hoist for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Two thousand five hundred eighty nine and 91/100 Dollars 2,589.91 paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature] Company: Timken Motor & Crane Services
Name: Ervette Beal Address: 11575 Teller Street
Title: Controller Broomfield, CO 80020
Date: 11/24/21

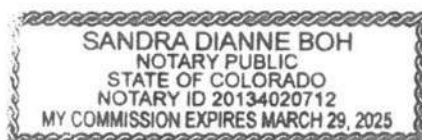
STATE OF Colorado
COUNTY OF Broomfield

Subscribed and sworn to (or affirmed) before me this 24th day of November,
by Ervette Beal, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 3/29/25

[Signature]
Signature of Notary Public





S-026 HVAC & Plumbing

Description	Company	Pay App #	Dollar Value
Final Waiver-RET Release	Horizon Mechanical Services	26	\$ -

\$	-
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SOV Item: S-026 HVAC & Plumbing

Contractor: Horizon Mechanical Solutions

Work Scope: HVAC

Contract #: S30504789-021

Retention: 5%

Cost Code: 150.5010

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	7/25/2018	HVAC & Plumbing	1,654,976.00
2	CO 0001		Gas Fired Unit Heaters	3,571.00
3	CO 0002	11/25/2019	Process Drains/Drawings/Damproofing	26,758.00
4	CO 0003	11/25/2019	HVAC & Plumbing	(6,545.00)
5	CO 0004	7/29/2020	Supply/Installation Additional Scope	22,500.00
6	CO 0005	8/11/2020	Supply/Install PVC Drain Material in RWPS	11,556.00
7	CO 0006	10/12/2020	Chgs NEMA Ratings on HVAC Eq	13,131.00
8	CO 0007	11/17/2020	Sup/Install Mech Piping	6,307.00
9	CO 0008	5/24/2021	Device Upgrades	9,956.00
10	CO 0009	6/18/2021	Davis Bacon Wage Scale	7,995.00
				<u>1,750,205.00</u>

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
2	1	10/31/2018	Bond	24,458.00	1,222.90	23,235.10
6	2	12/31/2018	12/31/2018	61,483.00	3,074.15	58,408.85
7	3	1/31/2019	1/1/19-1/31/19	22,478.00	1,123.90	21,354.10
8	4	2/28/2019	2/1/19-2/28/19	74,455.00	3,722.75	70,732.25
9	5	3/31/2019	3/1/19-3/31/19	72,324.00	3,616.20	68,707.80
10	6	4/30/2019	4/1/19-4/30/19	39,864.00	1,993.20	37,870.80
13	7	7/31/2019	5/1/19-7/31/19	13,240.00	662.00	12,578.00
15	8	9/30/2019	8/1/19-9/30/19	156,741.00	7,837.05	148,903.95
16	9	10/31/2019	10/1/19-10/31/19	18,962.00	948.10	18,013.90
17	10	11/30/2019	11/1/19-11/30/19	28,990.00	1,449.50	27,540.50
18	11	12/31/2019	12/1/19-12/31/19	15,480.00	774.00	14,706.00
20	12	1/31/2020	1/1/20-1/31/20	4,000.00	200.00	3,800.00
21	13	2/29/2020	2/1/20-2/29/20	83,612.00	4,180.60	79,431.40
23	14	4/30/2020	3/1/20-4/30/20	28,699.00	1,434.95	27,264.05
24	15	5/31/2020	5/1/20-5/31/20	117,480.00	5,874.00	111,606.00
25	16	6/30/2020	6/1/20-6/30/20	157,680.00	7,884.00	149,796.00
26	17	7/31/2020	7/1/20-7/31/20	105,540.00	5,277.00	100,263.00
27	18	8/31/2020	8/1/20-8/31/20	113,120.00	5,656.00	107,464.00
28	19	9/30/2020	9/1/20-9/30/20	215,660.00	10,783.00	204,877.00
29	20	10/31/2020	10/1/20-10/31/20	202,920.00	10,146.00	192,774.00
30	21	11/30/2020	11/1/20-11/30/20	55,059.00	2,752.95	52,306.05
31	22	12/31/2020	12/1/20-12/31/20	95,360.00	4,768.00	90,592.00
34	23	2/28/2021	12/1/20-12/31/20	19,640.00	982.00	18,658.00
37	24	5/31/2021	1/1/21-5/31/21	5,009.00	250.45	4,758.55
39	25	7/31/2021	6/1/21-7/31/21	17,951.00	897.55	17,053.45
41	26	7/31/2021	RET RLS		-87510.25	87,510.25

ITD Totals: 1,750,205.00 - 1,750,205.00

AIA Type Document
Application and Certification for Payment

Page 1 of 4

TO (OWNER): MWH Constructors, Inc
8001 Arista Pl
Suite 500
Broomfield, CO 80021

PROJECT: Eagle Lower Basin WTP
311 Violet Lane
Eagle, CO

APPLICATION NO: 26
PERIOD TO: 7/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Horizon Mechanical Solutions
126 Hemlock Street
Fort Collins, CO 80524

VIA (ARCHITECT): HMS Job #700

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	1,654,976.00
2. Net Change by Change Orders	\$	95,229.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,750,205.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	1,750,205.00
5. RETAINAGE:		
a. <u>0.00</u> % of Completed Work	\$	0.00
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	1,750,205.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,662,694.75
8. CURRENT PAYMENT DUE	\$	87,510.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	101,774.00	-6,545.00
Total approved this Month	0.00	0.00
TOTALS	101,774.00	-6,545.00
NET CHANGES by Change Order	95,229.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Horizon Mechanical Solutions
126 Hemlock Street Fort Collins, CO 80524

By: Kira Witte / Controller Date: 7-19-21

State of: CO

County of: Larimer

Subscribed and Sworn to before me this 19th Day of July 2021

Notary Public: Pamela D. Clark
My Commission Expires: 06-26-2024

Pamela D. Clark
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 19964011011
MY COMMISSION EXPIRES June 26, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 4

TO (OWNER): MWH Constructors, Inc
8001 Arista Pl
Suite 500
Broomfield, CO 80021

PROJECT: Eagle Lower Basin WTP
311 Violet Lane
Eagle, CO

APPLICATION NO: 26
PERIOD TO: 7/31/2021

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Horizon Mechanical Solutions
126 Hemlock Street
Fort Collins, CO 80524

VIA (ARCHITECT): HMS Job #700

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
0	Bond	24,458.00	24,458.00	0.00	0.00	24,458.00	100.00	0.00	0.00
HVAC									
1	Mobilization	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	0.00
2	Equipment - Long	215,090.00	215,090.00	0.00	0.00	215,090.00	100.00	0.00	0.00
3	Equipment - Trane	15,411.00	15,411.00	0.00	0.00	15,411.00	100.00	0.00	0.00
4	Equipment - Midwest Machinery	17,225.00	17,225.00	0.00	0.00	17,225.00	100.00	0.00	0.00
5	Equipment Acquisition	14,874.00	14,874.00	0.00	0.00	14,874.00	100.00	0.00	0.00
6	Labor - Fabrication & Field	246,625.00	246,625.00	0.00	0.00	246,625.00	100.00	0.00	0.00
7	Materials	17,920.00	17,920.00	0.00	0.00	17,920.00	100.00	0.00	0.00
8	Misc Project Costs	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	0.00
9	Insulation	9,661.00	9,661.00	0.00	0.00	9,661.00	100.00	0.00	0.00
10	Controls - In house	59,960.00	59,960.00	0.00	0.00	59,960.00	100.00	0.00	0.00
11	Project Close Out	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
	HVAC Totals:	615,766.00	615,766.00	0.00	0.00	615,766.00	100.00	0.00	0.00
Plumbing									
Treatment Building									
12	Mobilization & Admin	50,738.00	50,738.00	0.00	0.00	50,738.00	100.00	0.00	0.00
13	Underground DWV, Trench Drain, Excavation	199,320.00	199,320.00	0.00	0.00	199,320.00	100.00	0.00	0.00
14	Plumbing Fixtures	39,723.00	39,723.00	0.00	0.00	39,723.00	100.00	0.00	0.00
15	Plumbing DWV Rough In	122,164.00	122,164.00	0.00	0.00	122,164.00	100.00	0.00	0.00
16	Natural Gas	66,556.00	66,556.00	0.00	0.00	66,556.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

Page 3 of 4

TO (OWNER): MWH Constructors, Inc
8001 Arista Pl
Suite 500
Broomfield, CO 80021

PROJECT: Eagle Lower Basin WTP
311 Violet Lane
Eagle, CO

APPLICATION NO: 26
PERIOD TO: 7/31/2021

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Horizon Mechanical Solutions
126 Hemlock Street
Fort Collins, CO 80524

VIA (ARCHITECT): HMS Job #700

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
17	Roof Drainage System	216,646.00	216,646.00	0.00	0.00	216,646.00	100.00	0.00	0.00
18	Domestic Water & Heater	193,305.00	193,305.00	0.00	0.00	193,305.00	100.00	0.00	0.00
19	Emergency Fixtures & Piping	23,754.00	23,754.00	0.00	0.00	23,754.00	100.00	0.00	0.00
20	Water Entry, BFP, PRV, Etc	8,211.00	8,211.00	0.00	0.00	8,211.00	100.00	0.00	0.00
21	Material & Equipment Acquisition	39,388.00	39,388.00	0.00	0.00	39,388.00	100.00	0.00	0.00
	Treatment Building Totals:	959,805.00	959,805.00	0.00	0.00	959,805.00	100.00	0.00	0.00
Raw Water Building									
22	Mobilization & Admin	2,747.00	2,747.00	0.00	0.00	2,747.00	100.00	0.00	0.00
23	Domestic Water Rough In	35,461.00	35,461.00	0.00	0.00	35,461.00	100.00	0.00	0.00
24	Roof Drainage System	10,339.00	10,339.00	0.00	0.00	10,339.00	100.00	0.00	0.00
25	Natural Gas	3,097.00	3,097.00	0.00	0.00	3,097.00	100.00	0.00	0.00
26	Material & Equipment Acquisition	3,303.00	3,303.00	0.00	0.00	3,303.00	100.00	0.00	0.00
	Raw Water Building Totals	54,947.00	54,947.00	0.00	0.00	54,947.00	100.00	0.00	0.00
	Plumbing Totals:	1,014,752.00	1,014,752.00	0.00	0.00	1,014,752.00	100.00	0.00	0.00
Change Orders									
27	CO #1	3,571.00	3,571.00	0.00	0.00	3,571.00	100.00	0.00	0.00
28	CO #2 PC 35 RWPS Process Drains	4,087.00	4,087.00	0.00	0.00	4,087.00	100.00	0.00	0.00
29	CO #2 PC 38 Drawing Set Reissue	9,773.00	9,773.00	0.00	0.00	9,773.00	100.00	0.00	0.00
30	CO #2 PC 80 OSHG 24" Valve Damproofing	12,898.00	12,898.00	0.00	0.00	12,898.00	100.00	0.00	0.00
31	CO #3 COR 700-7	-6,545.00	-6,545.00	0.00	0.00	-6,545.00	100.00	0.00	0.00
32	CO #4 COR 700-11 WCD #27	11,892.00	11,892.00	0.00	0.00	11,892.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

Page 4 of 4

TO (OWNER): MWH Constructors, Inc
8001 Arista Pl
Suite 500
Broomfield, CO 80021

PROJECT: Eagle Lower Basin WTP
311 Violet Lane
Eagle, CO

APPLICATION NO: 26
PERIOD TO: 7/31/2021

DISTRIBUTION
TO:
☐ **OWNER**
☐ **ARCHITECT**
☐ **CONTRACTOR**

FROM (CONTRACTOR): Horizon Mechanical Solutions
126 Hemlock Street
Fort Collins, CO 80524

VIA (ARCHITECT): HMS Job #700

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
33	CO #4 COR 700-12	10,229.00	10,229.00	0.00	0.00	10,229.00	100.00	0.00	0.00
34	CO #4 COR 700-15	379.00	379.00	0.00	0.00	379.00	100.00	0.00	0.00
35	CO #5	11,556.00	11,556.00	0.00	0.00	11,556.00	100.00	0.00	0.00
36	CO #6 Changes to NEMA ratings	13,131.00	13,131.00	0.00	0.00	13,131.00	100.00	0.00	0.00
37	CO #7 COR 13, WCD 26	6,307.00	6,307.00	0.00	0.00	6,307.00	100.00	0.00	0.00
38	CO #8 COR #3, 16, 18	9,956.00	9,956.00	0.00	0.00	9,956.00	100.00	0.00	0.00
39	CO #9 Labor rate changes	7,995.00	7,995.00	0.00	0.00	7,995.00	100.00	0.00	0.00
	Totals:	95,229.00	95,229.00	0.00	0.00	95,229.00	100.00	0.00	0.00
	REPORT TOTALS	\$1,750,205.00	\$1,750,205.00	\$0.00	\$0.00	\$1,750,205.00	100.00	\$0.00	\$0.00



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Kira Witte (herein "the undersigned") is the authorized agent for Horizon Mechanical Solutions, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Hvac for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Eighty-Seven Thousand Five Hundred Ten Dollars and 25/100 Dollars (\$87510.25) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

* This waiver is also contingent upon Horizon Mechanical Solutions receiving a check in the amount of \$17,053.45 and for the check to clear the bank upon which it was drawn

By: Kira Witte Company: Horizon Mechanical solutions
Name: Kira Witte Address: 126 Hemlock St.
Title: Controller Fort Collins, CO 80524
Date: 09/07/21

STATE OF CO

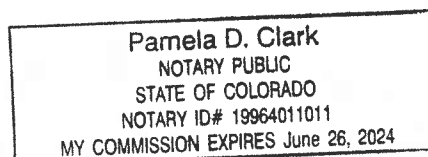
COUNTY OF Larimer

Subscribed and sworn to (or affirmed) before me this 7th day of September, 2021
by Kira Witte, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 06-26-2024

Pamela D. Clark
Signature of Notary Public





S-028 Electrical & I&C

Description	Company	Pay App/Inv #	Dollar Value
Final Waiver-RET Release	DAS	1109-RET	\$ -
Final Waiver-RET Release	JCI	4193374	
Final Waiver-RET Release	Sturgeon	22-RET	\$ 7,933.00

NOTE: Sturgeon-Final Waiver attached includes following:

PA #	Amt	Comments
PA #20	\$ 4,045.00	Prev Billed TOE PA #40
PA #21	\$ 7,933.00	Billed Current TOE PA #41
PA #22	<u>\$155,588.02</u>	Retention Release
	\$167,517.02	Final Waiver Total

\$	7,933.00
----	----------



SOV Item: S-028 Electrical & I&C

Contractor: DAS Integrators

Work Scope: Signal Boosting System Install

Contract #: S30504789-032

Retention 5%

Cost Code: 190-0127

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	11/24/2020	Provide & Install Signal Bosting Sys for Wtr Tx Bldg	39,885.00
				39,885.00

Pay App #	Invoice #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
31	1109-1	12/31/2020	Incept to 12/31/20	14,500.00	725.00	13,775.00
34	1109-2	2/23/2021	1/1/21-2/28/21	24,885.00	1,244.25	23,640.75
36	1109-3	4/23/2021	3/1/21-4/30/21	500.00	25.00	475.00
41	1109-RET	5/14/2021	RET RLS		(1,994.25)	1,994.25
					-	-
ITD Totals:				39,885.00	-	39,885.00

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO:
MWH Constructors
8001 Arista Place Suite 500
Broomfield, CO 80021
FROM CONTRACTOR:

PROJECT:
Eagle Water Treatment Plant
311 Violet Lane
Eagle, CO 81631
PROJECT MANAGER
Paul Cho
paulcho@dasillc.com

APPLICATION #: 1109-RET
PERIOD TO: 5/31/2021
Customer PROJECT #: 30504789
SUBCONTRACT#: S30504789-03
DASi JOB#: 1109



DAS Integrators, LLC
4111 S Natches CT, Unit G
Englewood, CO 80110

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

DAS Integrators, LLC

By:

Date: 5/14/21

State of: Colorado
County of: Arapahoe

Subscribed and sworn to before
me this 14th day of May 2021

Amanda Siahkali
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 20214006221

MY COMMISSION EXPIRES February 16, 2025

Notary Public: Amanda Siahkali
My Commission Expires: 2/16/2025

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

1. ORIGINAL CONTRACT SUM-----	\$	39,885.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	39,885.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		39,885.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	1,994.25
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	1,994.25
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	37,890.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	37,890.75
8. CURRENT PAYMENT DUE-----	\$	1,994.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,994.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Schedule of Values
Exhibit "B"

TO: MWH Constructors
JOB: Eagle Water Treatment Plant
SUBCONTRACTOR: DAS Integrators, LLC
4111 S Natches CT, Unit G
Englewood, CO 80110

APPLICATION # 1109-RET
APPLICATION DATE: 5/14/2021
PERIOD TO: 5/31/2021
SUBCONTRACT # S30504789-031
DASI JOB#: 1109

Printing Instructions :
Multiple Continuation
1.0 The first page of the
Payment . Page 2 is the
pages be sure to change
(this includes the Appli
Printing:
1.0 The "Page 1" show
Preview mode). If you
of your screen. Next, s
2.0 The form will print
3.0 By default the only
page for your Continua
horizontal line separati
hold while dragging do
Now the first and seco
is called a page break a
what you want to print
4.0 The sheet is protec
formula. If you would l
"Unprotect Sheet" fro
making changes.

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J RET 5%	K Retention this period
			From Previous Application (D + E)	This Period						
1	Design, Submittal & PE Stamp	\$2,500.00	\$2,500.00			\$2,500.00	100%		5%	
2	Plan Review & Permit	\$1,500.00	\$1,500.00			\$1,500.00	100%		5%	
3	Project Management	\$5,000.00	\$5,000.00			\$5,000.00	100%		5%	
4	Site Mobilization	\$5,000.00	\$5,000.00			\$5,000.00	100%		5%	
5	Head-end Equipment: BDA & Battery Backup (UPS)	\$7,500.00	\$7,500.00			\$7,500.00	100%		5%	
6	LVL 1: Material, Passive Equipment (Coax, Connectors, Jumpers, Antennas)	\$3,000.00	\$3,000.00			\$3,000.00	100%		5%	
7	LVL 1: Install Passive Equipment (Coax, Connectors, Jumpers, Antennas)	\$5,000.00	\$5,000.00			\$5,000.00	100%		5%	
8	LVL 2: Material, Passive Equipment (Coax, Connectors, Jumpers, Antennas)	\$3,000.00	\$3,000.00			\$3,000.00	100%		5%	
9	LVL 2: Install Passive Equipment (Coax, Connectors, Jumpers, Antennas)	\$5,000.00	\$5,000.00			\$5,000.00	100%		5%	
10	Install Donor Antenna: Yagi, NPR Mount, Lightning Arrestor & Outdoor Coax	\$1,435.00	\$1,435.00			\$1,435.00	100%		5%	
11	Install Head-end Equipment: BDA & Battery Backup (UPS)	\$950.00	\$950.00			\$950.00	100%		5%	
12									5%	
13									5%	
14									5%	
15									5%	
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41									5%	
42									5%	
43									5%	
44									5%	
45									5%	
SUBTOTALS PAGE 1		39,885.00	39,885.00			39,885.00	100%		0.05	-

CONTINUATION SHEET
Instruction Sheet
GENERAL INFORMATION
1.0 Purpose and Related
conjunction with Conti
for use on Projects wh
2.0 Completing the Coi

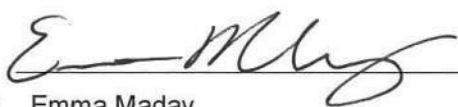
FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Emma Maday (herein "the undersigned") is the authorized agent for Das Integrators, Llc, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Emergency Responder Das for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp-Precon, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of One thousand nine hundred ninety-four dollars and 25/100 (\$1994.25) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:  Address: 4111 S Natches Ct.
 Name: Emma Maday Unit G
 Title: Assistant PM Englewood, CO 80110
 Date: 5/18/2021

STATE OF Colorado)
) ss.
 COUNTY OF Arapahoe)

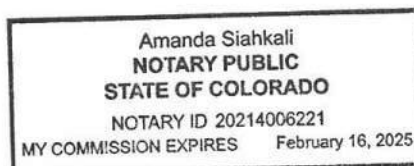
Subscribed and sworn to (or affirmed) before me this 18th day of May, 2021,
 by Emma Maday, proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Witness my hand and official seal:


 Signature of Notary Public

My commission expires:

2/16/2025





D-U-M-S 09-4738007
FED. ID 58-2608861

DENVER
14200 E Exposition Ave
AURORA CO 800120000
Phone: (303) 355-0500

Johnson Controls Fire Protection LP

INVOICE NO. 41493374	INVOICE DATE 09/08/2021	CUSTOMER PO S30504789-027
TERMS NET30		INVOICE TYPE Schedule of Values

BILL TO: 419-000729873
Mwh Constructors Inc
370 Interlocken Blvd
Ste 400
BROOMFIELD CO 80021-8013

PROJECT: 419-616220301
Town of Eagle
200 Broadway St
EAGLE CO 81631-0000

INVOICE SUMMARY

TOTAL P.O. -	\$131,261.00	INVOICE SUBTOTAL -	\$7,354.69
INVOICED TO DATE -	\$131,261.00	LESS RETAINAGE -	\$0.00
DUE THIS INVOICE -	\$7,354.69	SUBTOTAL -	\$7,354.69
REMAINING TO INVOICE	\$0.00	SALES TAX -	\$0.00
		TOTAL INVOICE -	\$7,354.69

Please direct inquiries to our local branch office listed above.

PAY THIS AMOUNT



\$7,354.69

PROGRESS BILLING FORMS FOLLOW:

Comments Progress Billing To Date



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT

\$7,354.69

BILL TO: 419-000729873 Mwh Constructors Inc

INVOICE NUMBER 41493374

SHIP TO 419-000729873 Town of Eagle

INVOICE DATE 09/08/2021

CUSTOMER P.O. S30504789-027

REMIT TO Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine, IL 60055-0320

1000570076141493374



APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner :

Mwh Constructors Inc
370 Interlocken Blvd
Ste 400
BROOMFIELD CO 80021-8013

From Contractor:

DENVER
14200 E Exposition Ave
AURORA CO 800120000
Phone: (303) 355-0500

PROJECT NAME
Lower basin Water Treatme

PROJECT NO.
616220301

APPLICATION NO.
00004

CUSTOMER P.O.
S30504789-02

INVOICE NO.
41493374

INVOICE DATE
09/08/2021

PERIOD TO:
09/25/2021

DISTRIBUTION LIST:

☐ Owner
☐ Architect
☐ Contractor
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown above, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$131,261.00
2. Net Change by Change Orders	\$0.00
3. Contract Sum to Date	\$131,261.00
4. Total Completed & Stored to Date	\$131,261.00
5. RETAINAGE of Work Complete	\$0.00
6. Total Earned Less RETAINAGE	\$123,906.31
7. Less Previous Certificates	\$123,906.31
8. Current Payment before Sales Tax	\$7,354.69
Sales Tax	\$0.00
Total Current Payment Due Including Sales Tax	\$7354.69
9. Balance to Finish, Not Including Sales Tax	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates For Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Johnson Controls Fire Protection LP

By: [Signature] Date: 9/8/2021
State of: Colorado County of: El Paso
Subscribed and sworn to before me this 9th Day of September 2021
Notary Public: [Signature]
My Commission expires: 4/16/2024 SUSAN M BOUDREAUX

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTH BY OWNER:	\$0.00	\$0.00
TOTALS APPROVED THIS MONTH:	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00
NET CHANGES BY CHANGE ORDER:		\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

Attach explanation if amount certified differs from the amount applied for.

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



APPLICATION AND CERTIFICATE FOR PAYMENT DETAIL PAGE

To Owner:
 Mish Constructors Inc
 370 Interlocken Blvd
 Ste 400
 BROOMFIELD CO 80021-8013

From Contractor:
 DENVER
 14200 E Exposition Ave
 AURORA CO 800120000
 Phone: (303) 355-0500

PROJECT NAME Lower basin Water Treatment	PROJECT NO. 616220301	APPLICATION NO 00004
CUSTOMER P.O. S30504789-027	INVOICE NO. 41493374	INVOICE DATE 09/08/2021
		PERIOD TO: 09/25/2021

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PREVIOUS APPLICATION	E THIS PERIOD	F MATERIAL STORED	G TOTAL COMPLETED AND STORED	H %	I BALANCE TO FINISH	J RETAINAGE TO DATE
00001	SG Professional Services	\$23,966.98	\$23,966.98	\$0.00	\$0.00	\$23,966.98	100.00	\$0.00	\$0.00
00002	SG Material	\$6,622.80	\$6,622.80	\$0.00	\$0.00	\$6,622.80	100.00	\$0.00	\$0.00
00003	SG Install/Technical Labor	\$23,425.22	\$23,425.22	\$0.00	\$0.00	\$23,425.22	100.00	\$0.00	\$0.00
4	Sprinkler	17,246.00	17,246.00	0	0	17,246.00	100%	0	0
<i>Billing for Retention</i>									
	SUBTOTAL:	\$131,261.00	\$131,261.00	\$0.00	\$0.00	\$131,261.00	100.00%	\$0.00	0.00



Hans Van Driel

FINAL WAIVER AND RELEASE OF ALL CLAIMS

Note: Final Waiver
full Contract Amount
instead of Final
Retention Release
Amount

WHEREAS _____ (herein "the undersigned") is the authorized agent for JCI, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of 131,261.00 Dollars (\$131,261.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: _____
Name: Hans Van Driel
Title: Operations Manager
Date: 9/8/2021

Company: Johnson Controls Fire Protection
Address: 14200 E. Exposition Ave
Aurora, CO 80012

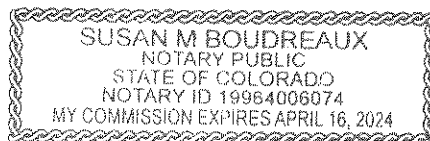
STATE OF Colorado
COUNTY OF El Paso

Subscribed and sworn to (or affirmed) before me this 8th day of September, 2021
by Hans Van Driel, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Susan M Boudreaux
Signature of Notary Public

My commission expires: 4/16/2024





SOV Item: S-028 Electrical & I&C

Contractor: Sturgeon Electric Company, Inc.

Work Scope: Electrical

Contract #: S30504789-023

Retention: 5%

Cost Code: 160-5010

NOTE: Final Waiver attached includes following:

PA #	Amt	Comments
20	\$ 4,045.00	Prev Billed TOE PA #40
21	\$ 7,933.00	Billed Current TOE PA #41
22	\$155,588.02	Retention Release
	\$167,517.02	Final Waiver Total

Item	Item Description	Date	Work Description	Current Contract Amount
1	Original Contract	9/28/2018	Electrical Subcontract	2,265,390.27
2	CO #1	2/11/2019	Temporary Power Connections	30,061.03
3	CO #2	8/21/2019	Generator & ATS/MCC Sizing	254,821.00
4	CO #3	12/19/2019	SECO CR-005 Intrusion Switches	221,992.00
5	CO #4	5/8/2020	Multiple Elect CO's	39,210.00
6	CO #5	7/20/2020	Construction Drawing Set Revisions	59,272.00
7	CO #6	7/20/2020	Electrical RFIs	26,998.00
8	CO #7	7/20/2020	Tank Exhaust Fan	1,338.00
9	CO #8	7/20/2020	Additional Light Added to Shower Room	836.00
10	CO #9	8/7/2020	Mat'l & Lbr for Chgs related to WCD 43	9,710.00
11	CO #10	12/17/2020	CIP Tank Exhaust Fan	1,338.00
12	CO #11	1/6/2021	Control Narrative Change	3,070.00
13	CO #12	1/6/2021	Flow Meter ReWork	3,044.03
14	CO #13	2/26/2021	Change Orders from PC's 123 & 131	47,774.00
15	CO #14	3/22/2021	DAS System	95,543.00
16	CO #15	5/24/2021	HVAC Fan Control Mods	31,624.00
17	CO #16	7/14/2021	Equipment Grounding ATS	5,954.00
18	CO #17	7/14/2021	Flex IO Card	9,991.08
19	CO #18	8/3/218/3/21	Chem Tnk Lvl Sensor Recalibration	2,789.00
20	CO #19	8/23/2021	Programming & Set Up as Defined in WCD 78A	4,045.00
21	CO #20	10/5/2021	SUEZ Interlocks per RFI 315	7,933.00
				<u>3,122,733.41</u>

Pay App #	Invoice #/PA #	Invoice Date	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
6	1	1/20/2019	7/20/18-12/31/18	204,891.30	10,244.57	194,646.73
9	2	3/31/2019	1/1/19-3/31/19	359,935.00	17,996.75	341,938.25
10	3	4/30/2019	4/1/19-4/30/19	19,340.00	967.00	18,373.00
12	4	6/20/2019	5/1/19-6/30/19	133,670.00	6,683.50	126,986.50
14	5	8/26/2019	7/1/19-8/31/19	469,625.00	23,481.25	446,143.75
15	6	9/30/2019	9/1/19-9/30/19	24,970.00	1,248.50	23,721.50
16	7	10/31/2019	10/1/19-10/31/19	123,220.00	6,161.00	117,059.00
18	8	12/30/2019	11/1/19-12/31/19	93,490.00	4,674.50	88,815.50
25	9	6/25/2020	6/1/20-6/30/20	414,692.00	20,734.63	393,957.37
26	10	7/23/2020	7/1/20-7/31/20	341,779.77	17,088.98	324,690.79
27	11	8/28/2020	8/1/20-8/31/20	111,910.00	5,595.50	106,314.50
28	12	9/28/2020	9/1/20-9/30/20	123,955.63	6,197.80	117,757.83
29	13	10/27/2020	10/1/20-10/31/20	108,669.50	5,433.47	103,236.03
30	14	11/25/2020	11/1/20-11/30/20	81,426.75	4,071.34	77,355.41
31	15	12/28/2020	12/1/20-12/31/20	219,840.75	10,992.04	208,848.71
33	16	1/26/2021	1/1/21-1/31/21	44,599.53	2,229.97	42,369.56
34	17	2/24/2021	2/1/21-2/28/21	72,571.00	3,628.55	68,942.45
37	18	3/25/2021	3/1/21-3/31/21	111,811.30	5,590.77	106,220.54
39	19	7/28/2021	4/1/21-7/31/21	50,358.08	2,517.91	47,840.18
40	20	8/23/2021	7/4/21-8/23/21	4,045.00		4,045.00
41	21	10/29/2021	10/1/21-10/31/21	7,933.00		7,933.00
41	22		RET RLS		(155,538.02)	155,538.02

ITD Totals: 3,122,733.41 0.00 3,122,733.41



INVOICE

Note: Being
Billed on Town
of Eagle PA
#41 (Included
on Final Waiver
Amount)

TO: MWH CONSTRUCTORS, INC.
370 INTERLOCKEN BLVD. STE 300
BROOMFIELD CO 80021

INVOICE NUMBER: 682318
APPLICATION NO: 22
APPLICATION DATE: 10/29/2021
CUSTOMER NO.: 160355
FORMAT: UNITPRICEF

OWNER CONTRACT NO.:

OWNER CONTRACT: EAGLE WTP

CONTRACT FOR: CONTRACT

JOB NO.: 823403

INTERNAL NO.: 823403

PERIOD TO: 10/29/2021

CURRENT GROSS AMOUNT: \$ 7,933.00

CURRENT RETAINAGE:

ARCHITECT:

1. ORIGINAL CONTRACT SUM	\$	2,265,390.27
2. NET CHANGE BY CHANGE ORDER	\$	857,343.14
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)	\$	3,122,733.41
4. TOTAL COMPLETED TO DATE	\$	3,122,733.41
5. RETAINAGE:	\$	
a. COMPLETED WORK	\$	155,431.02
b. STORED MATERIALS	\$	0.00
TOTAL RETAINAGE (LINE 5a + 5b)	\$	155,431.02
6. TOTAL EARNED LESS RETAINAGE	\$	2,967,302.39
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	2,959,369.39
8. CURRENT PAYMENT DUE	\$	<u>7,933.00</u>

BEWARE OF ELECTRONIC PAYMENT FRAUD

If you receive an email regarding new payment instructions, please VERIFY with your local contact before making changes.

REMITTANCE DETAIL

Please Reference Invoice Number with Payment

Client: 160355 MWH CONSTRUCTORS, INC.
Please refer questions to: SNADLER

1 (303) 286-8000

Invoice Number: 682318

Please Remit to:
STURGEON ELECTRIC COMPANY, INC.
22389 NETWORK PLACE
CHICAGO IL 60673-1223

Payment Terms: Net 30 Days
Payment Due By: 11/28/21

Total Amount Due: USD \$ 7,933.00

1 (303) 286-8000



Thank you for your prompt payment and continued business!

Page 1 of 1

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 7 PAGES

TO CUSTOMER:

Tyler Hendrix
MWH Constructors
370 Interlocken Blvd, Ste. 300, Broomfield, CO 80021
720-547-5374

PROJECT:

Town of Eagle Lower Basin WTP
311 Violet Ln., Eagle, CO 81631
Eagle

ARCHITECT:

APPLICATION NO: 22

PERIOD FROM: 10/1/2021

PERIOD TO: 10/31/2021

PROJECT NUMBER: S30504789-023

Distribution to:

☐	OWNER
☒	CONTRACTOR
☐	ARCHITECT
☐	ENGINEER
☐	ACCOUNTING
☐	JOB FILE
☐	OPERATIONS

FROM CONTRACTOR:

Randy Millar
STURGEON ELECTRIC COMPANY, INC.
12150 East 112th Avenue
Henderson, CO 80640
303-286-8000

ENGINEER:

SGM
118 W 6th St #200, Glenwood Springs, CO 81601
970-379-0343

CONTRACT DATE: 6/29/2018
APPLICATION DATE: 10/29/2021

SECO's Project # 823403
CONTRACT FOR: Electrical

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Contract Continuation Sheet, AIA G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 2,265,390.27
2. NET CHANGE BY CHANGE ORDERS.....	\$ 857,343.14
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 3,122,733.41
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$ 3,122,733.41
5. RETAINAGE:	
a. 0% % of Completed Work	\$ -
(Columns D + E on G703)	
b. 0% % of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$ 3,122,733.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 3,114,800.41
8. CURRENT PAYMENT DUE	\$ 7,933.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 849,410.14	
Total approved this Month	\$ 7,933.00	
TOTALS	\$ 857,343.14	\$ -
NET CHANGES by Change Order	\$ 857,343.14	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DocuSigned by:
David Coluran
295A010357E544D...

Date: 10/29/2021

State of: Colorado

County of: Adams

Subscribed and sworn to before me
this 29 day of October, 2021

Notary Public: _____

My Commission expires: _____

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 22

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

PROJECT NO.: S30504789-023

SECO's PROJECT NO.: 823403

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	RWPS - Conduit Rough In	\$ 2,500.00	\$ 2,500.00		\$ -	\$ 2,500.00	100.00%	\$ -	\$ -
2	RWPS - Wire Install	\$ 2,500.00	\$ 2,500.00		\$ -	\$ 2,500.00	100.00%	\$ -	\$ -
3	RWPS - Instrumentation	\$ 32,300.00	\$ 32,300.00	\$ -	\$ -	\$ 32,300.00	100.00%	\$ -	\$ -
4	RWPS - Electrical Equipment	\$ 45,400.00	\$ 45,400.00	\$ -	\$ -	\$ 45,400.00	100.00%	\$ -	\$ -
5	RWPS - Lighting	\$ 7,090.00	\$ 7,090.00	\$ -	\$ -	\$ 7,090.00	100.00%	\$ -	\$ -
6	SITE - Conduit Rough In	\$ 56,800.00	\$ 56,800.00	\$ -	\$ -	\$ 56,800.00	100.00%	\$ -	\$ -
7	SITE - Wire Install	\$ 95,800.27	\$ 95,800.27		\$ -	\$ 95,800.27	100.00%	\$ -	\$ -
8	SITE - Instrumentation	\$ 45,700.00	\$ 45,700.00	\$ -	\$ -	\$ 45,700.00	100.00%	\$ -	\$ -
9	SITE - Electrical Equipment	\$ 133,700.00	\$ 133,700.00		\$ -	\$ 133,700.00	100.00%	\$ -	\$ -
10	SITE - Generator	\$ 112,500.00	\$ 112,500.00		\$ -	\$ 112,500.00	100.00%	\$ -	\$ -
11	Site - Trenching and Excavation	\$ 43,700.00	\$ 43,700.00	\$ -	\$ -	\$ 43,700.00	100.00%	\$ -	\$ -
12	WTP - Conduit Rough In	\$ 107,200.00	\$ 107,200.00		\$ -	\$ 107,200.00	100.00%	\$ -	\$ -
13	WTP - Feeder Conduit Rough In	\$ 43,900.00	\$ 43,900.00	\$ -	\$ -	\$ 43,900.00	100.00%	\$ -	\$ -
14	WTP - Branch Wire Install	\$ 34,300.00	\$ 34,300.00		\$ -	\$ 34,300.00	100.00%	\$ -	\$ -
15	WTP - Feeder Wire Install	\$ 57,400.00	\$ 57,400.00		\$ -	\$ 57,400.00	100.00%	\$ -	\$ -
16	WTP - Low Voltage Wire Install	\$ 18,300.00	\$ 18,300.00		\$ -	\$ 18,300.00	100.00%	\$ -	\$ -
17	WTP - Instrumentation	\$ 939,400.00	\$ 939,400.00	\$ -	\$ -	\$ 939,400.00	100.00%	\$ -	\$ -
18	WTP - Electrical Equipment	\$ 397,300.00	\$ 397,300.00	\$ -	\$ -	\$ 397,300.00	100.00%	\$ -	\$ -
19	WTP - Lighting	\$ 33,500.00	\$ 33,500.00		\$ -	\$ 33,500.00	100.00%	\$ -	\$ -
20	Fire Alarm System	\$ 56,100.00	\$ 56,100.00		\$ -	\$ 56,100.00	100.00%	\$ -	\$ -
21	CHANGE ORDER 1	\$ 30,061.03	\$ 30,061.03	\$ -	\$ -	\$ 30,061.03	100.00%	\$ -	\$ -
22	CHANGE ORDER 2 - GEN / ATS	\$ 254,821.00	\$ 254,821.00	\$ -	\$ -	\$ 254,821.00	100.00%	\$ -	\$ -
23	CHANGE ORDER 3	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
24	PC 9 Intrusion Alarms	\$ 1,634.00	\$ 1,634.00		\$ -	\$ 1,634.00	100.00%	\$ -	\$ -
25	PC 38 WCD 9 Drawing Changes	\$ 81,114.00	\$ 81,114.00		\$ -	\$ 81,114.00	100.00%	\$ -	\$ -
26	PC 40 Fire Suppression	\$ 10,150.00	\$ 10,150.00		\$ -	\$ 10,150.00	100.00%	\$ -	\$ -
27	PC 67 Lightning Protection	\$ 26,258.00	\$ 26,258.00	\$ -	\$ -	\$ 26,258.00	100.00%	\$ -	\$ -
28	PC 69 DP design Changes	\$ 94,668.00	\$ 94,668.00		\$ -	\$ 94,668.00	100.00%	\$ -	\$ (106.78)
29	PC 76 FSA, HC & Containment	\$ 8,168.00	\$ 8,168.00		\$ -	\$ 8,168.00	100.00%	\$ -	\$ -
30	CHANGE ORDER 4		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
31	PC 43 Vent Pipe Removal	\$ (1,490.00)	\$ (1,490.00)	\$ -	\$ -	\$ (1,490.00)	100.00%	\$ -	\$ -
32	PC 22 Fiber Optic Cable and Phone Lines	\$ 8,543.00	\$ 8,543.00		\$ -	\$ 8,543.00	100.00%	\$ -	\$ -
	SUBTOTALS for Page 2	\$ 2,779,317.30	\$ 2,779,317.30	\$ -	\$ -	\$ 2,779,317.30	100.00%	\$ -	\$ (106.78)
	SUBTOTALS for Page 3	\$ 281,080.03	\$ 281,080.03	\$ -	\$ -	\$ 281,080.03	100.00%	\$ -	\$ -
	SUBTOTALS for Page 4	\$ 62,336.08	\$ 54,403.08	\$ 7,933.00	\$ -	\$ 62,336.08	100.00%	\$ -	\$ -
	SUBTOTALS for Page 5	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	SUBTOTALS for Page 6	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	SUBTOTALS for Page 7	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	TOTALS	\$ 3,122,733.41	\$ 3,114,800.41	\$ 7,933.00	\$ -	\$ 3,122,733.41	100.00%	\$ -	\$ (106.78)

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - WARNING: UNLICENSED PHOTOCOPYING VIOLATES U.S. COPYRIGHT LAWS AND WILL SUBJECT THE VIOLATOR TO LEGAL PROSECUTION.

G703-1992

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823403 Pay App #2 October 21, 2015/AIA Form

Page 2 of 7

Rev. MAR 2017

Page 304 of 486

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 22

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

PROJECT NO.: S30504789-023

SECO's PROJECT NO.: 823403

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	PC 66 WCD 17 Addition of Knox Box	\$ 3,270.00	\$ 3,270.00		\$ -	\$ 3,270.00	100.00%	\$ -	\$ -
34	PC 84 WCD 22 Drawing Updates	\$ 12,320.00	\$ 12,320.00	\$ -	\$ -	\$ 12,320.00	100.00%	\$ -	\$ -
35	PC 85 WCD 23 DAS System	\$ 12,113.00	\$ 12,113.00		\$ -	\$ 12,113.00	100.00%	\$ -	\$ -
36	PC 88 WCD 24 Knox Box	\$ 892.00	\$ 892.00		\$ -	\$ 892.00	100.00%	\$ -	\$ -
37	PC 94 Revised Control Narrative	\$ 3,562.00	\$ 3,562.00	\$ -	\$ -	\$ 3,562.00	100.00%	\$ -	\$ -
38	CHANGE ORDER 5		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
39	WCD-031 Changes	\$ 52,050.00	\$ 52,050.00		\$ -	\$ 52,050.00	100.00%	\$ -	\$ -
40	PCO-95 Analyzer Panels	\$ 7,222.00	\$ 7,222.00		\$ -	\$ 7,222.00	100.00%	\$ -	\$ -
41	CHANGE ORDER 6		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
42	PCO-97 Rewire MCC-1A	\$ 4,122.00	\$ 4,122.00		\$ -	\$ 4,122.00	100.00%	\$ -	\$ -
43	PCO-97 MCC-3 HOA Changes	\$ 12,643.00	\$ 12,643.00		\$ -	\$ 12,643.00	100.00%	\$ -	\$ -
44	PCO-97 Change Pilot Device Color	\$ 1,194.00	\$ 1,194.00		\$ -	\$ 1,194.00	100.00%	\$ -	\$ -
45	PCO-97 ChBreaker Changes in MCC-1B	\$ 9,039.00	\$ 9,039.00		\$ -	\$ 9,039.00	100.00%	\$ -	\$ -
46	CHANGE ORDER 7		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
47	WCD-034 EF-14 Conduit and Power	\$ 1,338.00	\$ 1,338.00	\$ -	\$ -	\$ 1,338.00	100.00%	\$ -	\$ -
48	CHANGE ORDER 8		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
49	PCO-105 Adding Light to Shower Room	\$ 836.00	\$ 836.00	\$ -	\$ -	\$ 836.00	100.00%	\$ -	\$ -
50	CHANGE ORDER 9		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
51	WCD 43	\$ 9,710.00	\$ 9,710.00	\$ -	\$ -	\$ 9,710.00	100.00%	\$ -	\$ -
52	CHANGE ORDER 10	\$ 1,338.03	\$ 1,338.03		\$ -	\$ 1,338.03	100.00%	\$ -	\$ -
53			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
54	Change order 11 -WCD42	\$ 3,070.00	\$ 3,070.00		\$ -	\$ 3,070.00	100.00%	\$ -	\$ -
55			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
56	Change order 12- WCD 56	\$ 3,044.00	\$ 3,044.00		\$ -	\$ 3,044.00	100.00%	\$ -	\$ -
57			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
58	Change order 13		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
59	cor 28R-1	\$ 37,200.00	\$ 37,200.00		\$ -	\$ 37,200.00	100.00%	\$ -	\$ -
60	WCD64 ex Overhead	\$ 5,049.00	\$ 5,049.00	\$ -	\$ -	\$ 5,049.00	100.00%	\$ -	\$ -
61	32R-1 WCD 64	\$ 5,525.00	\$ 5,525.00		\$ -	\$ 5,525.00	100.00%	\$ -	\$ -
62	CHANGE ORDER 14		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
63	33R-1- DAS PNL adder	\$ 7,214.00	\$ 7,214.00		\$ -	\$ 7,214.00	100.00%	\$ -	\$ -
64	39- DAS OH	\$ 2,904.00	\$ 2,904.00		\$ -	\$ 2,904.00	100.00%	\$ -	\$ -
65	31R1- WCD 61 ethernet fiber adder	\$ 43,377.00	\$ 43,377.00		\$ -	\$ 43,377.00	100.00%	\$ -	\$ -
66	34- 911 adder	\$ 16,834.00	\$ 16,834.00		\$ -	\$ 16,834.00	100.00%	\$ -	\$ -
67	35R1- cntrl narrative	\$ 13,931.00	\$ 13,931.00		\$ -	\$ 13,931.00	100.00%	\$ -	\$ -
68	37- RFI 289 Recep power at wtr tank	\$ 9,219.00	\$ 9,219.00		\$ -	\$ 9,219.00	100.00%	\$ -	\$ -
69	40- M1305 power	\$ 2,064.00	\$ 2,064.00		\$ -	\$ 2,064.00	100.00%	\$ -	\$ -
70			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	SUBTOTALS for Page 3	\$ 281,080.03	\$ 281,080.03	\$ -	\$ -	\$ 281,080.03	100.00%	\$ -	\$ -

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

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G703-1992

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823403 Pay App #2 October 21.XlsmAIA Form

Page 3 of 7

Rev. MAR 2017
Page 305 of 486

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 22
APPLICATION DATE: 10/29/2021
PERIOD TO: 10/31/2021
PROJECT NO.: S30504789-023
SECO's PROJECT NO.: 823403

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
71	CO-15 HVAC MODS	\$ 31,624.00	\$ 31,624.00		\$ -	\$ 31,624.00	100.00%	\$ -	\$ -
72	CO-16 EX OH grounding	\$ 5,954.00	\$ 5,954.00		\$ -	\$ 5,954.00	100.00%	\$ -	\$ -
73	CO-17 Add IO cards	\$ 9,991.08	\$ 9,991.08		\$ -	\$ 9,991.08	100.00%	\$ -	\$ -
74	CO-18	\$ 2,789.00	\$ 2,789.00	\$ -	\$ -	\$ 2,789.00	100.00%	\$ -	\$ -
75	CO-19	\$ 4,045.00	\$ 4,045.00	\$ -	\$ -	\$ 4,045.00	100.00%	\$ -	\$ -
76	CO -20	\$ 7,933.00	\$ -	\$ 7,933.00	\$ -	\$ 7,933.00	100.00%	\$ -	\$ -
77			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
78			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
79			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
80			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
81			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
82			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
83			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
84			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
85			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
86			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
87			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
88			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
89			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
90			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
91			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
92			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
93			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
94			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
95			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
96			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
97			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
98			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
99			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
100			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
101			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
102			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
103			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
104			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
105			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
106			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
107			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
108			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	SUBTOTALS for Page 4	\$ 62,336.08	\$ 54,403.08	\$ 7,933.00	\$ -	\$ 62,336.08	100.00%	\$ -	\$ -



30504789
STU0001
100063OK

INVOICE

Note: Previously Billed
on Town of Eagle PA #40
(Included on Final Waiver
Amount)

TO: MWH Constructors, Inc.
370 Interlocken Blvd. STE 300
Broomfield CO 80021

INVOICE NUMBER: 664528
APPLICATION NO: 21
APPLICATION DATE: 8/23/2021
CUSTOMER NO.: 160355
FORMAT: UNITPRICEF

OWNER CONTRACT NO.:

OWNER CONTRACT: EAGLE WTP

CONTRACT FOR: CONTRACT

JOB NO.: 823403

INTERNAL NO.: 823403

PERIOD TO: 8/23/2021

CURRENT GROSS AMOUNT: \$ 4,045.00

ARCHITECT:

CURRENT RETAINAGE:

1. ORIGINAL CONTRACT SUM	\$	2,265,390.27
2. NET CHANGE BY CHANGE ORDER	\$	849,410.14
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)	\$	3,114,800.41
4. TOTAL COMPLETED TO DATE	\$	3,114,800.41
5. RETAINAGE:	\$	
a. COMPLETED WORK	\$	155,431.02
b. STORED MATERIALS	\$	0.00
TOTAL RETAINAGE (LINE 5a + 5b)	\$	155,431.02
6. TOTAL EARNED LESS RETAINAGE	\$	2,959,369.39
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	2,955,324.39
8. CURRENT PAYMENT DUE	\$	4,045.00

BEWARE OF ELECTRONIC PAYMENT FRAUD

If you receive an email regarding new payment instructions, please VERIFY with your local contact before making changes.

REMITTANCE DETAIL

Please Reference Invoice Number with Payment

Client: 160355 MWH Constructors, Inc.

Please refer questions to: SNADLER

1 (303) 286-8000

Invoice Number: 664528

Please Remit to:

STURGEON ELECTRIC COMPANY, INC.
22389 NETWORK PLACE
CHICAGO IL 60673-1223

Payment Terms: Net 30 Days
Payment Due By: 09/22/21

Total Amount Due: USD \$ 4,045.00

1 (303) 286-8000



Thank you for your prompt payment and continued business!

Page 1 of 1



4-26-21

MWH Constructors
370 Interlocken Blvd., Ste. 300
Broomfield, CO 80021

ATTN: Tyler Hendrix | Tyler.Hendrix@mwhconstructors.com | 816.918.1249

RE: SECO COR 45 WCD 78 A

Tyler,

Sturgeon Electric has reviewed the additional work as reflected in the above listed change document as it pertains to the electrical scope of work for this project and has determined the changes contained therein will result in additional costs and time to our current contract.

- Programming and set up as defined in WCD 78A

AmWest quotation and terms as noted on attached \$3600.00

SECO 5 % mark up of A West \$ 180.00

SECO project management \$ 160.00

SECO admin /accounting \$ 105.00

TOTAL COST | \$ 4045.00

Clarifications:

- Pricing is based on normal working conditions and hours Monday thru Friday 6- 2:30, unencumbered access to the work area, onsite material storage, on time delivery of equipment provided by others.
- Pricing based on the assumption that SECO field staff does not have any scope of work other than manage AmWest – no onsite work required.

EXAMPLES.

There are low level switches noted to go to “skid.” We assume these will be installed by the tank supplier- no direct SECO scope.

There is a drum pump noted on the tank and the data sheet appears to show it is powered by plugging it into a receptacle. We assume there are receptacles in place for these or the owner will use an extension cord- no direct SECO scope

- **This proposal is based solely on direct cost elements such as labor, material, and DOES NOT include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/ or cost impacts not specifically noted on the accompanying**

Change Request Form or the collective impact of all changes. Notwithstanding, the right is hereby clearly and expressly reserved to make claim for any and all impacts, restraints, related items, and costs prior to any final settlement of this contract.

- AmWest terms and conditions as noted on attached proposal.
- The receiver of this proposal/Bid Document(s) acknowledges that all information contained herein is Confidential and is not to be disclosed to any third party without the express written consent of Sturgeon Electric Company, Inc.
- Sturgeon Electric holds the right to amend this proposal at any time to correct for errors and omissions.
- Cost does NOT include special mobilization to the site to complete this work. Costs provided assume work to be performed concurrently with other contract work.
- Costs for any unforeseen circumstance associated with this event, including out of scope is not included.
- Rates do not include owner furnished workman's comp and general liability insurance.
- Proposal is based upon a mutually acceptable Contract and Schedule

Exclusions:

- Any scope not clearly defined above
- Excludes third party testing of wires and cables including fiber
- Excludes painting, patching, sealing, or repairs

Contract Extension:

- This work will require a schedule extension of **TBD working** days to Sturgeons installation time or the proposal will need to be modified to include additional costs associated with schedule acceleration and /or additional manpower. **Sched extension TBD based on change approval and when predecessor activities are completed.**

Sincerely,
STURGEON ELECTRIC COMPANY, INC
Randy Millar



PROJECT/JOB HEADER

General Information:

Invoice Number:	3050478922RET
Invoice Date:	12/10/2021
Vendor Name:	Sturgeon Electric Company Inc
Vendor Number:	STU0001
Project/Job Number:	30504789
Commitment Number:	100063OK (S30504789-023)

Contract Information: *

Original Contract:	\$	2,265,390.27	
Executed Change Orders:	\$	857,343.14	
Final Contract:			\$ 3,122,733.41

Accounts Payable Information:*

Invoiced to Date (Includes Retention):	\$	3,122,733.41	
Open Commitment Amount:			\$ -
Paid to Date (Includes Retention Paid):	\$	3,110,755.61	
Invoices on Hold:	\$	-	
Retention on Hold:	\$	155,538.02	
Check Invoiced to Date to Subtotal	\$	3,110,755.61	\$ (143,560.22)
Retention Amount to Release:	\$	155,538.02	
New Retention on Hold:			\$ -
Date to Release Retention Amount:		12/10/2021	

Signatures Required:

Prepared By Name:	Margaret Elges
Prepared By Signature:	<i>Margaret Elges</i>
Prepared By Date:	12/10/2021
Project Manager Name:	
Project Manager Signature:	<i>Tyler Hendrix</i>
PM Approval Date:	12/14/21

* - All Dollars should be entered as Positive Numbers



Page 311 of 486



S-029 Concrete

Description	Company	Invoice #	Dollar Value
Final Waiver-RET Release	Rodco	1317	\$ -
Final Waiver-RET Release	Summit Sealants	38-RET	0.00
			\$ -

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:

MWH Constructors Inc
8001 Arista Place Ste 500
Broomfield, CO 80021

PROJECT: Lower Basin Water Treatment Plant

JOB NO: 30504789

APPLICATION NO.	Retention
APPLICATION DATE:	<u>6/24/21</u>
PERIOD FROM:	<u>6/1/21</u>
TO:	<u>6/30/21</u>

FROM:

Summit Sealants, Inc.
2450 N. Townsend Ave.
Montrose, CO 81401

CONTRACT DATE: 10/23/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

- | | | |
|--|----|-----------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>148,996.00</u> |
| 2. Net change by Change Orders | \$ | <u> </u> |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | <u>148,996.00</u> |
| 4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703) | \$ | <u>148,996.00</u> |
| 5. RETAINAGE: | | |
| a. 5% of Completed Work | \$ | <u> </u> |
| b. 5% of Stored Materials | \$ | <u> </u> |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$ | <u>148,996.00</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) | \$ | <u>\$141,546.20</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>7,449.80</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | | <u> </u> |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGE by Change Orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Summit Sealants, Inc.

BY: [Signature]

DATE: 6/24/21

State of: Colorado
County of: Montrose

Acknowledged before me this 24th day of June, 2021.

Notary Public: [Signature]

SHARON ARCHER
Notary Public
State of Colorado
Notary ID # 20014005975
My Commission Expires 02-26-2025

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 7,449.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

BY: _____

DATE: _____

owner: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Lower Basin Water Treatment Plant

APPLICATION NUMBER: Retention

APPLICATION DATE: 6/24/21

PERIOD FROM: 6/1/21

TO: 6/30/21

Change Orders									
		-	-	-	-	-		-	-
	Total of Change Orders	-	-	-	-	-	#DIV/0!	-	-

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Stephen Berwanger (herein "the undersigned") is the authorized agent for Summit Sealants, Inc., ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as _____ for incorporation or improvement of a project commonly known as Lower Basin Water Treatment Plant, ("Project") located at 175 Violet Lane in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of seven thousand, seven hundred forty-nine & 80/100 (\$7749.80) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:  Address: 2450 N. Townsend AVE
Name: Stephen Berwanger Montrose, CO 81401
Title: president
Date: 6/24/2021

STATE OF Colorado)
COUNTY OF Montrose) ss.
)

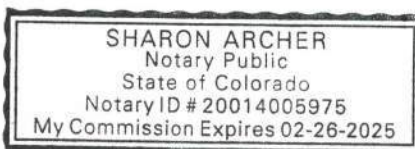
Subscribed and sworn to (or affirmed) before me this 24th day of June, 2021,
by Stephen Berwanger, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Witness my hand and official seal:


Signature of Notary Public

My commission expires:

2/26/2025





SOV Items: S-29 Concrete/S-03 Struc Steel/GC-Winter Protection

Contractor: Rodco

Work Scope: Structural Concrete

Contract #: S30504789-022

Retention 5%

Cost Codes: 012-2300/030-5030/050-5010

Item	Item Description	Date	Cost Code	Work Description	Current Contract Amount
1	Original Contract	7/23/2018	030-5030	Structural Concrete	2,753,800.00
2	CO #1		030-5030	Internal-Net Zero	0
3	CO #2	1/16/2019	012-2300	T&M Work for Winter Protection	13,476.04
4	CO #3	2/4/2019	012-2300	T&M Work for Winter Protection	5,149.88
5	CO #4	3/12/2019	012-2300	T&M Work for Winter Protection	2,513.51
6	CO #5	3/27/2019	012-2300	T&M Work for Winter Protection	9,417.52
7	CO #6	5/6/2019	012-2300	T&M Work for Winter Protection	6,727.56
8	CO #7	8/8/2019	030-5030	Xypex Waterproofing	21,618.00
9	CO #8	8/27/2019	030-5030	Decking (Rodco CO 29) Plywood	5,697.44
10	CO #9	10/16/2019	030-5030	Construc Dwg Set Reissue	39,679.09
11	CO #10	11/18/2019	030-5030	Multiple Tasks Issued	102,416.73
12	CO #11	11/21/2019	012-2300	T&M Wk-Winter Protection	10,425.92
13	CO #12	12/16/2020	012-2300	T&M Wk-Winter Protection	6,345.12
14	CO #13		030-5030	Internal-Net Zero	0
15	CO #14	1/6/2020	050-5010	Membrane/Floc Basin Sika S2	2,258.66
16	CO #15	1/16/2020	012-2300	T&M Wk-Winter Protection	10,808.94
17	CO #16	N/A	050-5030	Corrected Phase Code from CO #14	-
18	CO #17	4/21/2020	050-5030	2" Topping Hollow-Core Panels	6,345.72
19	CO #18	7/21/2020	050-5010	T&M Wkork to Install ATS Pad	1,846.20
20	CO #19	6/24/2021		Credit Splash Pads	(2,500.00)
					2,996,026.33

Pay App #	Invoice #	Invoice Date	Cost Code	Period Covered	Gross Invoice Amount	Retention	Final Payment Due
1	1	8/30/2018	030-5030	Bond	86,650.00	4,332.50	82,317.50
4	2	11/30/2018	030-5030	11/1/18-11/30/18	138,151.04	6,907.55	131,243.49
5	3	12/18/2018	030-5030	12/1/18-12/31/18	140,030.38	7,001.52	133,028.86
7	4	1/22/2019	030-5030	1/1/19-1/31/19	29,248.40	1,462.42	27,785.98
8	5	2/22/2019	030-5030	2/1/19-2/28/19	23,710.46	1,185.52	22,524.94
9	6	3/25/2019	030-5030	3/1/19-3/31/19	378,807.52	18,940.38	359,867.14
10	7	4/22/2019	030-5030	4/1/19-4/30/19	254,989.56	12,749.48	242,240.08
11	8	5/22/2019	030-5030	5/1/19-5/31/19	209,850.00	10,492.50	199,357.50
12	9	6/22/2019	030-5030	6/1/19-6/30/19	154,738.00	7,736.90	147,001.10
13	10	7/23/2019	030-5030	7/1/19-7/31/19	197,131.00	9,856.55	187,274.45
14	10	7/23/2019	030-5030	7/1/19-7/31/19	17,232.00	861.60	16,370.40
14	11	8/27/2019	030-5030	8/1/19-8/31/19	107,694.44	5,384.72	102,309.72
15	12	9/25/2019	030-5030	9/1/19-9/30/19	132,820.00	6,641.00	126,179.00
16	13	10/23/2019	030-5030	10/1/19-10/31/19	325,225.88	16,261.29	308,964.59
17	14	11/19/2019	030-5030	11/1/19-11/30/19	208,429.84	10,421.49	198,008.35
18	15	12/16/2019	030-5030	12/1/19-12/31/19	105,731.66	5,286.58	100,445.08
20	RIIc		030-5030		(54,055.55)	(2,702.78)	(51,352.77)
20	RIIc		012-2300		54,055.55	2,702.78	51,352.77
20	16	1/21/2020	012-2300	1/1/20-1/31/20	10,808.94	540.45	10,268.49
20	16	1/21/2020	030-5030	1/1/20-1/31/20	89,404.15	4,470.21	84,933.94
22	17	3/17/2020	030-5030	2/1/20-3/31/20	28,000.00	1,400.00	26,600.00
23	18	4/24/2020	030-5030	4/1/20-4/30/20	225,699.72	11,284.99	214,414.73
24	19	5/21/2010	030-5030	5/1/20-5/31/20	97,441.82	4,872.09	92,569.73
26	20	7/22/2020	030-5030	6/1/20-7/31/20	16,988.20	849.41	16,138.79
29	21	10/23/2020	030-5030	8/1/20-10/31/20	17,243.32	862.17	16,381.15
41	1317	9/3/2021	030-5030	RET		-149801.32	149,801.32
ITD Totals:					2,996,026.33	(0.00)	2,996,026.33



PO Box 304
Rifle, CO 81650

V# ROD0002
Contract: 740500K

Invoice

Date	Invoice #
9/3/2021	1317

Bill To:

MWH Constructors Inc.
370 Interlocken Blvd, Suite 300
Broomfield, CO 80021

Terms	Project
Net 30	Lower Basin Water Tretment Plant

Quantity	Description	Rate	Amount
	Amount of Retainage INV 1308	4,332.50	4,332.50
	Amount of Retainage INV 1072	6,907.55	6,907.55
	Amount of Retainage INV 1080	7,001.52	7,001.52
	Amount of Retainage INV 1086	1,462.42	1,462.42
	Amount of Retainage INV 1092	1,185.52	1,185.52
	Amount of Retainage INV 1098	18,940.38	18,940.38
	Amount of Retainage INV 1102	12,749.48	12,749.48
	Amount of Retainage INV 1109	10,492.50	10,492.50
	Amount of Retainage INV 1123	7,736.90	7,736.90
	Amount of Retainage INV 1131	10,718.15	10,718.15
	Amount of Retainage INV 1144	5,384.72	5,384.72
	Amount of Retainage INV 1149	6,641.00	6,641.00
	Amount of Retainage INV 1153	16,261.29	16,261.29
	Amount of Retainage INV 1159	10,421.50	10,421.50
	Amount of Retainage INV 1167	5,286.59	5,286.59
	Amount of Retainage INV 1174	5,010.66	5,010.66
	Amount of Retainage INV 1185	1,400.00	1,400.00
	Amount of Retainage INV 1193	11,284.99	11,284.99
	Amount of Retainage INV1202	4,872.09	4,872.09
	Amount of Retainage INV 1223	849.41	849.41
	Amount of Retainage INV 1259	862.17	862.17
Thank you for your business.		Total	\$149,801.34

Phone #	E-mail	Web Site
9706252218	rodney@rodcoconcrete.com	www.rodcoconcrete.com



MWH

CONSTRUCTORS

FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Rodney Gaasch (herein "the undersigned") is the authorized agent for Rodco Concrete LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as S-30504789-022 for incorporation or improvement of a project commonly known as Lower Basin Water Treatment Plant, ("Project") located at 175 Violet Lane in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of one hundred forty nine thousand eight hundred one 34/100 (\$149801.34) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: <u><i>Rodney Gaasch</i></u>	Address: <u>RodCo Concrete LLC</u>
Name: <u>Rodney Gaasch</u>	<u>862 Bedrock Lane</u>
Title: <u>Owner/President</u>	<u>PO BOX 304</u>
Date: <u>9/2/2021</u>	<u>Rifle, CO 81650</u>

STATE OF Colorado)
COUNTY OF Garfield) ss.
)

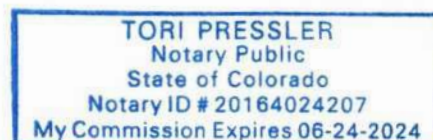
Subscribed and sworn to (or affirmed) before me this 2 day of September, 2021, by Rodney Gaasch, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

Tori Pressler
Signature of Notary Public

My commission expires:

6/24/2024





Town of Eagle

Lower Basin WaterTreatment Plant

Self-Perform



M-02 Process Pipe Installation Self-Perform

Description	Company	Invoice #	Dollar Value
Water Sample Testing	SGS	52160128919	\$ 198.51
			<u>\$ 198.51</u>



30504789
150-0900 36.1
SGS0001

Pay this amount:	\$198.51
------------------	----------

Invoice Number: 52160128919**Invoice Date:** 08/13/21

To: MWH Constructors
370 Interlocken Boulevard ste 300
Broomfield, CO 80021

Note:

Account Code: MWHCOB Terms: NET 30

Project Code: MWHCOB25187

Attn: Shanda Williams

Project description: Eagle 16WTP MBR

QTY	MX	Code	Test	Test Description	T/A	Price	Amount
Job#:		DA36086X		Proj #:			
Date Rec:		07/22/21		Proj Mgr: Daniel Trump			
3	AQ		METDIG	Metals Digestion	14	14.99	44.97
3	AQ		SI	Silicon	14	14.99	44.97
3	AQ		SILCALC	Silica, Calculated	14	36.19	108.57
Job Total:							198.51
Net							198.51

Total for Invoice	52160128919	198.51
-------------------	-------------	--------

Total Due For Invoice		198.51
------------------------------	--	---------------

Remit to: SGS NORTH AMERICA, INC.
PO BOX 2506 CAROL STREAM, IL 60132-2506 Phone: (732) 329-0200
FED ID# 13-3041390

Wire payments to:
Account Name: SGS North America
Account Number: 38805189
Routing Number: 031-100-209

CHAIN OF CUSTODY

SGS North America Inc. - Wheat Ridge
4036 Youngfield Street, Wheat Ridge, CO 80033
TEL: 303-425-6021 FAX: 303-425-6854
www.sgs.com/ehsusa

Page ____ of ____

[illegible]

60128919 DA36086X: Chain of Custody

Page 1 of 2

SGS Sample Receipt Summary

Job Number: DA36086

Client: MWHC

Project: EAGLE VOWTP

Date / Time Received: 7/22/2021 10:30:00 AM

Delivery Method:

Airbill #'s: FX

Cooler Temps (Initial/Adjusted): #1: (5.2/5.2):

Cooler Security

Y or N

Y or N

- | | | | | | |
|---------------------------|-------------------------------------|--------------------------|-----------------------|-------------------------------------|--------------------------|
| 1. Custody Seals Present: | ☒ | ☐ | 3. COC Present: | ☒ | ☐ |
| 2. Custody Seals Intact: | ☒ | ☐ | 4. Smpl Dates/Time OK | ☒ | ☐ |

Cooler Temperature

Y or N

- | | | |
|------------------------------|-------------------------------------|--------------------------|
| 1. Temp criteria achieved: | ☒ | ☐ |
| 2. Cooler temp verification: | Bar Therm; | |
| 3. Cooler media: | Ice (Bag) | |
| 4. No. Coolers: | 1 | |

Quality Control Preservation

Y or N

N/A

- | | | | |
|---------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| 1. Trip Blank present / cooler: | ☐ | ☐ | ☒ |
| 2. Trip Blank listed on COC: | ☐ | ☐ | ☒ |
| 3. Samples preserved properly: | ☒ | ☐ | |
| 4. VOCs headspace free: | ☐ | ☐ | ☒ |

Comments

Sample Integrity - Documentation

Y or N

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Sample labels present on bottles: | ☒ | ☐ |
| 2. Container labeling complete: | ☒ | ☐ |
| 3. Sample container label / COC agree: | ☒ | ☐ |

Sample Integrity - Condition

Y or N

- | | | |
|----------------------------------|-------------------------------------|--------------------------|
| 1. Sample recvd within HT: | ☒ | ☐ |
| 2. All containers accounted for: | ☒ | ☐ |
| 3. Condition of sample: | Intact | |

Sample Integrity - Instructions

Y or N N/A

- | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Analysis requested is clear: | ☒ | ☐ | |
| 2. Bottles received for unspecified tests | ☐ | ☒ | |
| 3. Sufficient volume recvd for analysis: | ☒ | ☐ | |
| 4. Compositing instructions clear: | ☐ | ☐ | ☒ |
| 5. Filtering instructions clear: | ☐ | ☐ | ☒ |

60128919 DA36086X: Chain of Custody

Page 2 of 2



M-004 Misc Architectural - Self-Perform

Description	Company	Invoice Number	Dollar Value
Final Waiver-Prev Billed PA #31	Advanced Contracting	679	\$ -
Signage	Greer	I-R-29916	\$ 1,196.99
			<u>\$ 1,196.99</u>

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO CONTRACTOR:

PROJECT: Lower Basin Water Treatment Plant APPLICATION NO:

1 Distribution to:

MWH Constructors
370 Interlocken Blvd., Suite 300
Broomfield, CO 80021

30504789
30003993-0019
HAR0021

PERIOD TO:

Date 12/31/2020

☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

FROM SUBCONTRACTOR:

Advanced Contracting, LLC
15816 Wildhaven Lane
Colorado Springs, CO 80921

PROJECT NOS: 30504789

CONTRACT FOR: Penrose Operating Room Renovations Phase 1A

CONTRACT DATE: Date 5/12/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 23,625.00
2. Net change by Change Orders \$ (2,640.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 20,985.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 20,895.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 1,049
(Column D + E on G703)
 - b. 5 % of Stored Material \$ 0
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 1,049.25
6. TOTAL EARNED LESS RETAINAGE \$ 19,845.75
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0
8. CURRENT PAYMENT DUE \$ 19,845.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

SUBCONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	(\$2,640.00)
Total approved this Month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	(\$2,640.00)	

APPLICATION NUMBER:1
PERIOD TO: 12/31/2016

DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINAGE 0.05
					THIS APPLICATION					
					WORK IN PLACE	STORED MATERIAL				
Specialties - Partitions, TRA's, Lockers CO 01	23,625.00	0.00 (2,640.00)	20,985.00	0.00	20,985.00		20,985.00	100%	0.00	1,049.25
TOTAL	23,625.00	(2,640.00)	20,985.00	0.00	20,985.00	0.00	20,985.00	100%	0.00	1,049.25

Advanced Contracting LLC
15816 Wildhaven Lane
Colorado Springs, CO 80921
+1 7193096475
bids@advancedcontractingllc.com
www.advancedcontractingllc.com



BILL TO
MWH Constructors

679

DATE 12/18/2020

ESTIMATOR:
John

PROJECT:
Lower Basin Water Treatment Pla

DATE	DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
12/18/2020	See attached pay app	misc	1	20,985.00	20,985.00

TOTAL DUE

\$20,985.00

A Veteran Owned Business - Division 10 Experts

- Lockers, partitions, marker boards, fire cabinet/extinguishers and more.. Interest will accrue at the rate of 18% per annum from due date until paid in full by Customer. Credit card payments are not accepted for invoices over \$1,000 unless previously agreed. Customer agrees to pay all costs of collection, including attorney fees and costs.



Note: Final Waiver
1st/last Pymt Amt

FINAL WAIVER AND RELEASE OF

WHEREAS Kenneth L. Velten (herein "the undersigned") is the authorized agent for Advanced Contracting ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as _____ for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of twenty thousand, nine hundred eighty-five Dollars (\$20985.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: Kenneth L. Velten Company: Advanced Contracting
Name: Kenneth L. Velten Address: 15816 Wildhaven Lane
Title: Manager Colorado Springs, CO 80921
Date: 9/16/2021

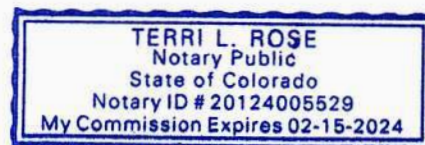
STATE OF Colorado
COUNTY OF El Paso

Subscribed and sworn to (or affirmed) before me this 16th day of September, 2021
by Kenneth Velten, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

My commission expires: 2/15/2024

Terri L. Rose
Signature of Notary Public





Greer and Associates, Inc.
972 Trinity Rd.
Raleigh, NC 27607
(919) 851-2020

30504789
30003993-0029
100-1010

INVOICE

I-R-29916

Create the world you work in.
www.designelement-raleigh.com

Completed Date: 8/9/2021
Payment Terms: Net 15
Payment Due Date: 8/24/2021

Created Date: 7/27/2021

DESCRIPTION: Caustic tank labels

Bill To: MWH Constructors
242 S. Main St
suite 216
Holly Springs, NC 27540
US

Ship To: MWH Constructors
MWH Constructors | Eagle LBWTP
311 Violet Lane
Eagle, CO 81631
US

Ordered By: Morgan Hoos
Email: morgan.hoos@mwhconstructors.com
Cell Phone: (720) 290-4442

Salesperson: Trevor Ramp
Email: trevor@designelement-us.com
Work Phone: (919) 383-5561 x 201

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Tank Labels - 40" 40" x 12" white cast air release vinyl with luster finish protective laminate. Verbiage in customer provided PDF. 1.1 Vinyl - Premium Wrap Digitally Printed - 1.2 Graphic / Layout Design -	6	\$51.2033	\$307.22	\$307.22
2	NFPA 704 Placard - 15.5" 15.5" x 15.5" x digitally printed cast air release vinyl with protective laminate over. Adhesive Back for mounting. Size is sign as a square, but sign will be installed as a diamond. See customer provided PDF for exact chemical per sign 2.1 Graphic / Layout Design - 2.2 Vinyl - Standard Wrap Digitally Printed -	6	\$39.655	\$237.93	\$237.93
3	Tank Labels - 18" 18" x 6" white cast air release vinyl with luster finish protective laminate. Verbiage in customer provided PDF. 3.1 Vinyl - Premium Wrap Digitally Printed -	8	\$30.6375	\$245.10	\$245.10

3.2	Graphic / Layout Design -				
4	NFPA 704 Placard - 8"	5	\$37.266	\$186.33	\$186.33
	8" x 8" x digitally printed cast air release vinyl with protective laminate over. Adhesive Back for mounting. Size is sign as a square, but sign will be installed as a diamond. See customer provided PDF for exact chemical per sign				
4.1	Graphic / Layout Design -				
4.2	Vinyl - Standard Wrap Digitally Printed -				
5	Strainer Labels - 8"	2	\$37.27	\$74.54	\$74.54
	8" x 8" x digitally printed cast air release vinyl with protective laminate over. Adhesive Back for mounting.				
5.1	Graphic / Layout Design -				
5.2	Vinyl - Standard Wrap Digitally Printed -				
6	Setup & Design Fee, Pre-Press, Admin, 30 min free basic design	1	\$29.95	\$29.95	\$29.95
6.1	Setup Fee - Setup fees include file pre-press preparation, RIP conversion, and associated operational costs				
6.2	Graphic / Layout Design - 30 minutes of design including a maximum of 3 changes are provided free of charge. Additional design and changes billed at an hourly rate of \$85 per hour in half hour increments.				

A 50% deposit will be required prior to rendering, permitting, and production.

Turn around time. - Manufacturing time is estimated at 20-25 working days.

Manufacturing begins after town issues a sign permit (if applicable), or final approvals are received if no permits are necessary.

Signs as a package -

Please note unless specified in this proposal, all signs will be manufactured together (at the same time), installed together (at the same time), and priced accordingly to help protect your budget.

If you need separate manufacturing and install times, please let us know. Items will reflect price increases accordingly.

Standard Stock Colors -

Quoted materials are in standard stock colors unless otherwise noted.

Custom matches will be subject to additional color match fees.

Typical Process - Typical process is as follows:

- 1) Proposal is sent
- 2) Proposal is approved & converted to order
- 3) Deposit is received.
- 4) Drawing is sent for approval.
- 5) Drawing is approved
- 6) Sign is sent for permits if applicable.

Base Subtotal:	\$1,081.07
Shipping:	\$10.00
Postage:	\$25.00
Subtotal:	\$1,116.07
Taxable Amount:	\$1,116.07
Taxes:	\$80.92
Grand Total:	\$1,196.99
Amount Paid:	\$0.00
BALANCE DUE:	\$1,196.99

- 7) Once approved (by town if applicable), entire order is sent to manufacturing together at one time.
- 8) Once sign(s) have been produced, you will be notified by our install manager to schedule installation. Installation typically occurs within a week of manufacturing completion, but exact schedule varies.

Customer Supplied Dimensions - Please note that any customer supplied notes about locations or dimensions will be used to quote the job. It is the client's responsibility to verify these dimensions during the design review process, as the proposed products will be produced exactly as shown and quoted.

If an onsite is desired to verify measurements, please contact your salesperson so they can assess any necessary site survey fees.

The above-mentioned prices specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do all the work specified. Payment will be made as outlined above.

Signature: _____ **Date:** _____

Choose DesignElement for quick turn signs to multi phase developments, digital pylon signs, entry monuments, and more!



Town of Eagle

Lower Basin WaterTreatment Plant

ORIGINAL ALLOWANCES



S-003 Dewatering

Description	Company	Invoice #	Dollar Value
CM - Staff Labor	MWH Constructors, Inc.	N/A	\$ 10,799.49
P-016-Replacement Cost of Damaged Membrane Cassette	Zenon Environmental Corporation	901250334	\$ 88,681.00
P-024-Motor Troubleshoot & Rpr	Water Technology Group/ME Solutions	5525160	\$ 15,344.96
Final Waiver	Griffin	10	\$ -
			<u>\$ 114,825.45</u>

CM-Staff Labor-S-003 Dewatering

Classification		Employee name	Rate	Hrs	Total Sum
Central Project Engineer	Pay Application 041	Hoos, Morgan	\$ 72.00	7	\$ 504.00
Project Accounting	Pay Application 041	Elges, Margaret	\$ 74.00	30.10	\$ 2,227.49
Project Controls	Pay Application 041	Cannella, Joe	\$ 138.00	2	\$ 276.00
Project Controls	Pay Application 041	Walburn, Shanda	\$ 78.00	30	\$ 2,340.00
Project Supervisor	Pay Application 041	Frazier, David	\$ 159.00	28	\$ 4,452.00
Project Engineer	Pay Application 041	Hendrix, Tyler	\$ 125.00	8	\$ 1,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				105.10	\$ 10,799.49

 ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		REMIT TO: Wire Transfer: Bank of America Merrill Lynch C/O Zenon Environmental Corporation 901 Main Street Dallas, TX 75202 ACH# 111000012 ABA# 026009593, SWIFT# BOFAUS3N, ACCT# 4426318136 Zenon Environmental Corporation 14506 Collection Center Drive Chicago, IL 60693 Send details to: shd-wats-remit-nam@suez.com		PROJECT INVOICE 901250334 100025422			
INVOICE DATE		SHIPMENT TRACKING ID		CUSTOMER PO NO.			
NOV/23/2021				P30504789-016			
MAIL TO: 493680 MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES 30504789 1329700W			SHIP TO: 4000200848 TOWN OF EAGLE LOWER BASIN WTP C/O MWH CONSTRUCTORS 311 VIOLET LANE EAGLE CO 81631 UNITED STATES				
BILL TO: 493680 VAT No: MWH CONSTRUCTORS INC ATTN: ACCOUNTS PAYABLE 370 INTERLOCKEN BLVD 300 BROOMFIELD CO 80021-8009 UNITED STATES			PAYMENT TERMS: Net 45 Days from Date of Receipt of Invoice		DUE DATE 14JAN2022		
			TERMS OF DELIVERY: CIP - PROJECT SITE				
SALES REP NO./NAME		ORDERED BY		PAYER		SALES ORDER	
91006180 - 5 JOSH WILLARD				217089		70416627	
CARRIER:				SHIPPED FROM: SUEZ Water Technologies & Solutions			
DELIVERY NO.:				FREIGHT:			
DESTINATION COUNTRY: UNITED STATES				CURRENCY: U.S. Dollar			
SI_No #	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	UNIT	AMOUNT
	SUEZ PROJECT MANAGER: ANDREW CLIFF SUEZ PROJECT NO.: 00504844 10% TRAINING & COMMISSIONING \$146,248.00 LESS RETENTION \$7,312.40 INVOICE TOTAL \$138,935.60 THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. NOTWITHSTANDING THE INCO TERMS STATED ABOVE, TITLE SHALL TRANSFER TO THE BUYER AT TIME OF SHIPMENT FROM SELLERS PLANT. CERTIFIED TRUE, JUST AND CORRECT						


\$57,567 Billed to P-016 Membrane.
\$88,681 Billed to D-003 Dewatering

INVOICE	
5525160	
Invoice Date	Page
12/09/2021	1 of 3
ORDER NUMBER	

Bill To:

MWH Constructors, Inc.
8001 Arista Place Suite 500
Broomfield, CO 80021
US

Ship To:

MWH Constructors, Inc.
ATTN: Dave Frazier
175 Violet Lane
Eagle, CO 81631
US

Attn: Deanna Murphy

Customer ID: 422502

PO Number					Term Description	Net Due Date	Disc Due Date	Discount Amount	
P30504789-024 (J12351 Eagle WTP)					Credit Card	12/9/2021	12/9/2021	0.00	
Order Date		Pick Ticket No		Primary Salesrep Name			Taker		
				Charles Greaves					
Quantities					Item ID Item Description		Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.					

Invoice Note: Change Order 6 Service work was for (2) 15HP Vertical Turbine Motors - Troubleshoot, disconnect, Emergency motor rewind, take to motor shop and reinstall both motors and test both motors. Quote 7039232 OP-472573

1.0000	1.0000	0.0000	EA	MOTOR TROUBLESHOOT-INITIAL WARRANTY C	1,875.7500	1,875.75
				labor and boom truck		
1.0000	1.0000	0.0000	EA	MOTOR DISCONNECT-DELIVER TO MOTOR SHO	1,150.0000	1,150.00
				labor and boom truck		
1.0000	1.0000	0.0000	EA	MOTOR INSTALL-INSTALL TRIP FOR ONE MOTO	1,615.0000	1,615.00
				labor and boom truck		
1.0000	1.0000	0.0000	EA	MOTOR REWIND-EMERGENCY MOTOR REWIND	16,928.5000	16,928.50
				rewind		
1.0000	1.0000	0.0000	EA	PURCHASE OF 15HP VERT HOLLOW SHAFT MOT	7,505.6600	7,505.66
				motor		
1.0000	1.0000	0.0000	EA	MOTOR INSTALL-INSTALL TRIP FOR 2ND MOTO	1,615.0000	1,615.00
				labor and boom truck		



WATER TECHNOLOGY GROUP

A COGENT COMPANY

INVOICE

INVOICE	
5525160	
Invoice Date	Page
12/09/2021	2 of 3
ORDER NUMBER	

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM	Disp.				

Total Lines: 6

SUB-TOTAL: 30,689.91

TAX: 0.00

50% Billable to
Town of Eagle -
\$15,344.96

AMOUNT DUE: 30,689.91

Amount Due after 12/9/2021: 31150.26

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name	Enterprise Bank
P.O. Box 411832	12695 Metcalf Ave
Kansas City, MO 64141-1832	Overland Park, KS 66213
USA	Routing Number: 081006162
1-816-221-0650	Account Number: 4140000174

Preferred method of payment is ACH

**We have moved! Our new address is 4525 NW 41st St, Suite 400, Riverside, MO 64150.
Our ACH/WIRE and REMIT TO information has not changed.**



FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS Robyn Allison (herein "the undersigned") is the authorized agent for Water Technology Group, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as Motor Troubleshoot & Repair for incorporation or improvement of a project commonly known as Lower Basin WTP ("Project"), located at 311 Violet Lane Eagle, CO 81631, and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Thirty Thousand Six Hundred Eighty Nine and 00/100 Dollars (\$30689.91) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By: [Signature]
Name: Robyn Allison Company: Water Technology Group and Cogent Co
Address: 4525 NW 41st St
Title: Controller Suite 400
Date: Dec 13, 2021 Riverside, MO 64150

STATE OF Missouri

COUNTY OF Clay

Subscribed and sworn to (or affirmed) before me this 13 day of December, 2021

by Robyn Allison, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal:

[Signature: Stephanie N. Benson]
Signature of Notary Public

My commission expires: Sept 4, 2025



APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 2 PAGES

TO (CONTRACTOR):
MWH Constructors, Inc.
370 Interlocken Blvd., Suite 300
Broomfield, CO 80021

PROJECT:
Lower Basin Water Treatment Plant

APPLICATION NO. 10 Distribution to:

☐ OWNER

PERIOD TO: 6/30/19 ☐ ARCHITECT

☒ CONTRACTOR

FROM (SUBCONTRACTOR):
Griffin Dewatering, LLC
5306 Clinton Drive
Houston, TX 77020

VIA (ARCHITECT):
NOTE: Previously
Billed to Town of
Eagle on PA #13.
Final Waiver
Attached

PROJECT NO: 30504789 ☐

CONTRACT FOR: Dewatering

CONTRACT DATE: 09/07/18

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, Document G703, is attached.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
		-\$13,960.00
TOTALS	\$0.00	-\$13,960.00
Net Change by Orders	-\$13,960.00	

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: GRIFFIN DEWATERING

By: *David P. Ford* Date: 06/18/19

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on - site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM.	\$ 109,870.00
2. Net change by Change Orders.	\$ (13,960.00)
3. CONTRACT SUM TO DATE.	\$ 95,910.00
4. TOTAL COMPLETED & STORED TO DATE.	\$ 95,910.00

(Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work \$ 0.00

(Column D + E on G703)

b. % of Stored Material \$ 0

(Column F on G703)

Total Retainage (Line 5a + 5b or

Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE. \$ 95,910.00

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) \$ 91,657.00

8. CURRENT PAYMENT DUE. \$ 4,253.00

9. BALANCE TO FINISH, PLUS RETAINAGE. \$ 0.00

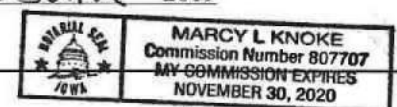
(Line 3 less Line 6)

State of: TEXAS County of: HARRIS

Subscribed and sworn to before this 18 day of June 2019

Notary Public: Marcy L Knoke

My Commission expires: 11/30/2020



AMOUNT CERTIFIED. \$

(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the subcontractor named herein. Issuance, payment and acceptance are without pre-judice to any rights of the Owner or Contractor under this contract.

DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 10

Contractor's signed Certification is attached.

APPLICATION DATE: 06/18/2019

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 06/30/2019

Use column I on Contracts where variable retainage for line items may apply.

PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					
	<u>DEWATERING</u>								
1	Mobilization	29,775.00	29,775.00			29,775.00	100%	-	-
2	Furnish and Install	51,042.00	51,042.00			51,042.00	100%	-	-
3	Minimum Rental up to 8 Months	24,800.00	24,800.00			24,800.00	100%	-	-
4	Removal	4,253.00		4,253.00		4,253.00	100%	-	-
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FINAL WAIVER AND RELEASE OF ALL CLAIMS

WHEREAS David Gamerl (herein "the undersigned") is the authorized agent for Griffin Dewatering, LLC, ("Releasing Party"), and Releasing Party provided labor, material, equipment, or other items of work further identified or described as S-30504789-024 for incorporation or improvement of a project commonly known as Town Of Eagle Lbwtp, ("Project") located at 311 Violet Way in Eagle, Colorado and with **MWH Constructors, Inc.** acting as the prime contractor or Owner's representative ("Contractor") on behalf of Town of Eagle ("Owner").

In consideration of the sum of Four Thousand Two Hundred Fifty Three and XX/100 (\$4253.00) paid simultaneously herewith, and conditional upon the check clearing the bank or institution upon which it is drawn, the undersigned does hereby waive and release any bond rights, lien rights, stop notice (or other right to funds in control of the Owner which are due or to become due to Contractor), or other interest or claim it may have in or on the above-referenced Project for all work, labor, services, equipment and material furnished on the above-referenced Project, including any monies or other considerations due or to become due from the Owner on account of labor, services, equipment and materials, furnished by the undersigned to or for the above-described Project.

The undersigned on behalf of Releasing Party and on behalf of its officers, directors, agents and employees, past and present, successors and assigns, hereby releases and discharges the Contractor, Owner and Project from any and all claims, debts, damages, liens, causes of action, suits, liabilities, controversies, obligations, and demands, whether in law or in equity, contract or tort, which it may have had, might now have, or may in the future have for work, labor, services, equipment and material furnished for or pertaining to the above-referenced Project.

The undersigned warrants and otherwise represents that the Releasing Party has paid or shall use amounts paid herewith to pay all of its subcontractors, laborers and/or suppliers who have performed labor and/or supplied materials, equipment or tools as incorporated into said improvement or as otherwise used in the completion of same, and further, agrees to indemnify, defend and hold the Contractor and Owner harmless from any and all claims made by any such persons, entities or firms.

By:

David P. Gamerl

Address:

Griffin Dewatering, LLC

Name: David Gamerl

5306 Clinton Drive

Title: Regional Manager

Houston, TX 77020

Date:

8/21/2019

STATE OF Iowa

COUNTY OF Pottawattamie

)
)ss.
)

Subscribed and sworn to (or affirmed) before me this 21 day of August, 2019,
by David Gamerl, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me

Witness my hand and official seal:



MARCY L. KNOKE
Commission Number 807707
MY COMMISSION EXPIRES
NOVEMBER 30, 2020

My commission expires:

Marcy L. Knolle
Signature of Notary Public

11/30/2020



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: April 12, 2022

Re: Town Manager Report

Administration & Organization

Staff continues to work on follow-up items from previous Town Council meetings. Included is a list of policy items or budgeted items staff is tracking in March:

- **Wastewater Rate and Tap Fee Study Presentation (Raftelis)**
Previously, I contacted them in mid-March to discuss plans to plan a presentation on the completed wastewater rate study. In addition, in 2022, we have budgeted @\$60,000 (52-59-368) for a water rate study. We would like to start this by May 2022. Todd Cristiano is our contact @ Raftelis. Having not heard back, I have contacted him again in the first week of April.
- **2021 Audit Preparation**
Jill Kane's supplemental budget report in this week's packet helps to facilitate the start of the audit. Our auditors, Maggard and Hood, will be here to visit on Wednesday, April 20, 2022.

WORK SESSIONS:

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

Date	Topic
January 4, 2022 POSTPONED	Affordable Housing Strategies
January 31, 2022 (DELIVERED)	Grand Avenue Corridor Update
February 1, 2022 POSTPONED	Sustainability Building Codes Discussion
March 1, 2022 (DELIVERED)	Mural Project Update
April 5, 2022 (DELIVERED)	IT Connectivity Planning
May 3, 2022	Town Council Training /CIRSA
June 7, 2022	Diversity, Equity, and Inclusion (checking presenters)

Economic Development

- The Downtown Development Authority (DDA) **will meet again on April 6, 2022**, facilitated by the consultants from Downtown Colorado, Inc (DCI). Kevin Aoki will provide a presentation to the DDA on IT prospects for the downtown area.
- The Economic Vitality Committee (EVC) **will meet again on Monday, April 18, 2022 at 1pm.**

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

- On Wednesday, March 23, 2022, I met with Jeff Shroll, County Manager to discuss issues related to Eagle and Eagle County. We agreed to work on improving communication and relationships in several areas of mutual interest.
- Friday, March 25, 2022, I met with Eagle County Assessor, Mark Chapin and Mary Kessler to discuss Tax Increment Financing (TIF) funding related to Eagle's Downtown Development Authority.
- Tuesday, March 29, 2022, I had a conference call with Gregg Piburn, Retreat facilitator, to solidify arrangements and to begin planning discussions for the Town Council Retreat coming in June.
During the second week of May, he will begin calling each Town Council member to discuss your thoughts about the upcoming Retreat. The Retreat will be held at Frost Creek.
- Friday, April 1, 2022, I met with Tara Novak and Jennifer Filipowski from the Eagle Art Walk to discuss upcoming events and second Friday Art Walk event planning. They informed me about several logistical concerns from previous events.
- Tuesday, April 5, 2022, via Zoom, Lynette and I met Eddie Salame, SGR, to discuss recruitment plans for the Police Chief position. We began to make tentative plans for his visit to Eagle at the end of April.
- Wednesday, April 6, 2022, Lynette and I talked with Mark Collins and Lorne Kramer of KRW to discuss the proposed schedule and ongoing plans for Town Manager interviews.
- Thursday, April 7, 2022. Tom Gosiorowski, Warren Swanson, SGM, myself and Jake Sinclair from MWH met by phone to create a plan to close out the Lower Basin Water Treatment Plant contract. Tom plans to have part of the payout information on the April 12, 2022 agenda. We will still be required to advertise that the project has been completed to comply with the contract stipulations before the final payment can be made.
- Pedro Campos, Kari Schroeder, and Gary Brooks are planning an Open House for stakeholders and landowners on Thursday May 12, 2022 at Town Hall in the Town Council Chambers. This will be an informational meeting about the Grand Avenue Corridor Plan. Invitations will be sent out soon.

Respectfully submitted,

Jim White, Interim Town Manager

Older Schedule: (Please review and revise)

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 (in progress)	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 Town of Eagle housing strategy work session	Not Scheduled
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 the plans	Not Scheduled



To: Mayor and Town Council

From: Jim White, Interim Town Manager, and Department Leads

Date: April 12, 2022

Re: Department Updates for March 2022

FINANCE DEPARTMENT

March 2022

Administration/Financial:

- Staff continue working on the 2021 Audit
 - Finance is still working with Public Works and Public Safety to take a physical inventory of fixed assets
 - Audit to begin on 4/25/22
- Staff completed the 2021 workers compensation audit
- Staff meet with Laura Hartman to understand the specifics regarding the Adam Palmer Sustainability Fund

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2018	2019	2020	2021	2022	VARIANCE FROM PY	
JANUARY	258	303	205	230	249	19	8%
FEBRUARY	272	254	237	217	254	37	17%
MARCH	304	326	234	247	243	(4)	-2%
YEAR TO DATE	834	883	676	694	746	52	7%

- Staff has started working with Caselle towards implementation of the integration of electronic accounts payable review and approvals for all departments. Currently our electronic invoice approvals are completed through Office 365 folders and adobe. This was a system which was created during the start of the pandemic, however, is not as efficient as we would like it to be. We will be integrating approvals through Caselle Connect Online in which managers will be able to review and approve invoices for payment within Caselle. This should create efficiencies in the approval process for staff. Even more importantly all staff will be able to easily search for and review prior invoices that have already been submitted and paid, without keeping separate files. Finance will be rolling out to General Administration over the next couple month to allow for a test period. If the test period is successful, Finance will roll out to all departments in July. This is new functionality within the Caselle software and is a no additional cost to the Town. We have been asking Caselle for this for the last 5 years and they have now created a solution!

Payroll/HR:

- Conducted two Interviews for Admin Tech Position that was to be split between HR/Finance
 - Finance is working on an updated job description for a Accounts Payable Administration Technician II to post for hire in April.
- Positions changes in Payroll
 - 2 New Hires:
 - Police Officer I
 - Engineer II
 - 2 Terms:
 - Information Center Host
 - Wastewater Plan Operator

Utilities:

- Property Transfers – 17
- New Account Set Up – 4
- Red Tags – 17
- Shut Offs – 1

Upcoming Activities:

- Staff Report to Council on ARPA Funds and Town Projects that comply – Finance is working with Public Works to get a list of all CIP projects – Staff will bring this to Council at the 4/26 meeting
- Finance will be working with HR to analyze the potential implementation or opt-out of the Colorado paid Family and Medical Leave Insurance Program (FAMLI)
 - Premiums would begin 1/1/2023 (0.9% with a 50%/50% split between Employer and Employee)
 - Benefits would begin 1/1/2024
 - The State is providing training in May for local governments. It is recommended Council formally opt-out by July 2021 if that is the direction to Town would like to take.
- Ordinance to amend the Municipal Code for penalties and interest to allow staff to implement the same policy for Red Mountain Ranch, Reserve at Hocket Gulch, and Haymeadow. Currently Haymeadow does not have any penalties and interest designated in the Annexation Agreement.

Town Council Department
Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2022

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	11,400.00	45,600.00	34,200.00	25.0
10-49-142 WORKERS COMPENSATION	.00	.00	59.00	59.00	.0
10-49-143 HEALTH & INSURANCE BENEFITS	18.00	54.00	168.00	114.00	32.1
10-49-144 FICA - EMPLOYER'S	290.70	872.10	3,488.00	2,615.90	25.0
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-330 DUES & SUBSCRIPTIONS	.00	.00	10,000.00	10,000.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	10,000.00	10,000.00	.0
10-49-371 TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372 MEETING EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-49-380 TUITION & BOOKS	.00	20.00	1,750.00	1,730.00	1.1
10-49-450 SPECIAL COUNCIL FUNDING	2,021.32	6,147.32	72,000.00	65,852.68	8.5
10-49-510 INSURANCE	.00	.00	818.00	818.00	.0
10-49-915 COMMUNITY REQUESTS	1,800.00	33,572.00	70,000.00	36,428.00	48.0
TOTAL TOWN COUNCIL	7,930.02	52,065.42	218,383.00	166,317.58	23.8

IT DEPARTMENT

March 2022

Security Alert from the Office of Information Technology

Following the State's OIT lead, the Town of Eagle has rolled out on-demand training to generate awareness of user security best practices.

WHAT: With the Russian invasion of Ukraine, Gov. Jared Polis signed an Executive Order today directing the Office of Information Technology (OIT) Executive Director to identify and focus resources on protecting the state's critical infrastructure from Russian cyberattacks or misinformation efforts, among other things. Additionally, the Cybersecurity & Infrastructure Security Agency (CISA) has issued a Shields Up alert advising all organizations to be hyper-vigilant of any unusual cyber activity.

Action Required: User awareness is one of the best and first defenses against cyberattacks. Each of us plays an important role in protecting state systems and data.

Broadband

Aspen Wireless in partnership with the Town of Eagle submitted a proposal to provide the Eagle County Library District with broadband service. The Library District has tentatively accepted our proposal pending details regarding static IP issuance and contract terms. A budget amendment will be prepared for council consideration.

Telecommunications shelter fiber splicing nearly complete. Mammoth/Visionary have spliced 144 strands of westbound and 144 strands of eastbound fiber into the Telecommunications shelter. Mounting of internal components incomplete but expected to finish later this month. Once finished and fiber tested, we will begin coordinating moving THOR equipment from Town Hall to Public Works.

Building connectivity project contracts in place and work to begin this month. First connections are expected to be from Town Hall to Cemetery Tank, and Lower Water Basin facilities to Cemetery Tank.

SPECIAL EVENTS & MARKETING

March 2022

March Events

- Murder on Broadway - EagleARTS

MEAC 2022

- MEAC selected 4 new members: Lizzy Owens, Jaimie Mackey, Chad Milam, Erinn Hoban
- Facilitating MEAC Retreat and on-boarding scheduled for April 6
- MEAC moved monthly meetings to the first Wednesday of the month

FOCUS

- Flight Days
 - o Flight Days Committee – currently helping with sponsorships
 - o Entertainment confirmed. Kid Zone confirmed. Beer garden – partnering with the Chamber.
 - o Seeking more sponsorship, vendors, parade participants, volunteers

Getting to know you...

- Jennifer Collins, Honeywagon
- Vicki Flynn, The Cycle Effect
- Jennifer Kennedy, Dewey Dabbles
- Dana Hendrick, More2Dance
- Sandy Schroeder, Mountain Youth
- Michelle Morgan, Eagle Chamber

Meetings

- Zoom call with Hailey Grandchamp to discuss All Terrain Games
- Met with Information Center to discuss the Chamber moving over. Needs interior paint job.
- Bi-weekly call with Markit Creative, they are creating social media tiles and marketing collateral (posters) for Flight Days, Summer Calendar, Whitewater Throwdown, 4th of July Bike Parade.
- Attended Each Chamber Mixer
- Zoom call with Amelia Kovacs with Walking Mountains to discuss Zero Waste Events
- Zoom call with Brooke, with VVCF, regarding LG Tri
- Met with Geoff Grimmer & Sarah Parrish to discuss EagleOutside website refresh
- Block Party Pre-Planning MONTHLY Meeting - staff attendance; Molly Furtado, Randy Cohen, Joey Staufer, Carrie Buhlman, Tom G, Ted with optimum events. Next meeting April 13.
- Planning Town of Eagle Birthday Party, April 5.

Monthly:

- Updated Event Calendar
- Updating Digital Sign
- Updating Eagleoutside.com
- Promoting @eagleoutside
- Communications Meeting. Bi-weekly Teams meeting.
- Green Team

COMMUNITY DEVELOPMENT

March 2022

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - o The Code Committee held its fourth meeting on 3/14/22 to discuss future land use categories, zone districts, and reassessing administrative processes to streamline project approvals.
 - o The next committee meeting is scheduled for 4/11/22 for the group to discuss parking and outdoor lighting standards.
 - o The draft sign code has undergone two layers of review: Planning Commission work session (3/15/22) and Planning Commission recommendation hearing (4/5/22). The draft sign code will be presented to Town Council for adoption on 4/26/22.
 - o Town Council appointed Rick Beveridge to the LUDC Update Committee as a new member on 3/22/22.
 - o As Clarion prepares to wrap Installment/Module 1 of the update, the committee and staff will begin planning public engagement events scheduled for late April/early May.
 - o Staff is amending Clarion's Professional Services Agreement (PSA) to include the Innovative Housing Strategies Report; a regulatory update to the LUDC. The report will be produced concurrently with ReCode Eagle and will build upon data from a forthcoming Affordable Housing Assessment.
 - o As public drafts of sections of the new Code become available, community members can view these resources at www.Townofeagle.org/ReCodeEagle.
- **Grand Avenue Corridor Study**
 - o The design team is focusing on engineering models. No meetings were held in March.
 - o Community members can view project updates at <https://eaglecolorado.mysocialpinpoint.com/>.
- **HB21-1271 DOLA Innovative Housing Strategies: Planning Grant Program**
 - o Staff shortlisted Economic & Planning Systems, Inc. (EPS) as the preferred consultant to conduct the Town's Affordable Housing Assessment. A virtual interview with the EPS team and staff was conducted on 3/17/22 to discuss scope of work, project timeline, and deliverables.
 - o While EPS has accepted the project, a Professional Services Agreement (PSA) must be executed. Town Council will review and consider approval of the PSA on 4/12/22.

LAND USE APPLICATIONS IN PROGRESS

- **DR21-02 & PPFP21-01: Reserve at Hockett Gulch**
 - o A Subdivision and Major Development Permit application.
 - o A submittal of the Preliminary Plan and Development plan were received in early March.
 - o Agency comments from Colorado Parks and Wildlife (CPW) recommend a wildlife corridor on the far western edge of the property along with high fencing designed to safely guide wildlife crossings.
 - o External referral comments have been shared with the applicant.
- **MS22-01: Haymeadow Minor Subdivision of Tract Z**
 - o An application to resubdivide Haymeadow Tract Z in order to plat the Cabin Parcel and the Conservation Fund Parcel.
 - o Planning & Zoning Commission recommended approval at the 4/5/22 hearing.
 - o Public hearing schedule:

- Town Council 4/26/22
- **DR22-01 & LLA22-02: Haymeadow RMF-1&2**
 - o The first application is for a Major Development Permit for 74 multi-family dwelling units in 7 buildings in RMF-1 and 12 multi-family units in 3 buildings in RMF-2.
 - o The second application is for a Lot Line Adjustment to replat the lot line between RMF-1 and RMF-2.
 - o Public hearing schedule TBD.
- **LURA22-03 Ordinance – Amendment to Chapter 4.08 – Sign Code**
 - o New draft of the Sign Code is an expedited product of the Land Use Code Update (ReCode Eagle).
 - o Planning & Zoning Commission recommended approval of the draft at the 4/5/22 hearing.
 - o Public hearing schedule:
 - Town Council Adoption Hearing 4/26/22

OTHER NOTABLE UPDATES

- Robert Townsend and Lani Webb both resigned from the Planning & Zoning Commission. Staff prepared recruitment advertisement and received three applications to fill the vacancies. Town Council will select appointments for a new Regular Member and a new First Alternate at the 4/12/22 meeting. In addition to the two new appointments, staff also recommends reclassifying Commissioner Keegan Winkeller from First Alternate to Regular Member.
- Town of Eagle Green Team
 - o The Town recently established a Green Team. The group is comprised of six staff members from various departments who aim to support sustainable practices and brainstorm ways to improve the workplace and Town at large.
 - o The group has already established an internal composting system at Town Hall and Public Works. The next phase of the program aims to establish curbside pickup through Vail Honeywagon around various neighborhoods in Eagle.
 - o Local sustainability initiatives at work: [The Adam Palmer Sustainability Fund launches in Eagle | VailDaily.com](#)
- Colorado recently enacted a food truck fire inspection requirement for all mobile vendors. The program was developed by the Fire Marshal's Association of Colorado (FMAC) to establish safety standards for mobile commercial cooking operations across the state. There is no fee for this service and the inspection certificate is valid for one (1) year from issuance. Vendors can organize this inspection with the Greater Eagle Fire Protection District.

BUILDING DEPARTMENT UPDATE

- Our Building Official, Charlie Davis, has resigned effective April 8, 2022. Staff is finalizing coverage options to ensure minimal disruption to inspections and plan reviews.
- The 2022 Quarter 2 Edition of CTIX (Construction Trades Information Exchange) is now available! [\(LINK\)](#)
HIGHLIGHT: Join us on Tuesday, April 19th for coffee with Chad Phillips, Community Development Director, and Jackie VanEyll, Permit Technician, if you have questions about projects or our processes. RSVP by April 12th to save your spot!

Major Construction Projects Under Review and Oversight

- **Broadway Station: Mixed Use/Multi-Family**
 - Anticipated occupancy approval by end of April. Two commercial tenants have already begun their building permit process.
- **410 Broadway: Mixed Use/Multi-Family**
 - An application to construct a nine-dwelling unit complex. Permit issuance can be expected in late April / early May.

The figures below show general activity levels not broken down by permit type (building, electrical, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	NUMBERS PERFORMED IN 2021	NUMBERS PERFORMED TO-DATE 2022
Inspections (n/i planning/pw)	1,380	393
Permits Processed	359	100

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

April 2022
April 11 th LUDC Update Committee • Parking and Outdoor Lighting Standards
April 12 th Town Council • Planning & Zoning Commission, New Appointments • Clarion Associates Amended PSA • Economic & Planning Systems PSA • Community Development Department Update
April 19 th Planning & Zoning Commission: CANCELLED • No land use files scheduled. • Community Development and Council Update
April 26 th Town Council • Haymeadow Minor Subdivision of Tract Z • Sign Code Adoption Hearing

POLICE DEPARTMENT

March 2022



2022 March Calls for Service: **983**

2022 January - March: 2,910

2021 March Calls for Service: 786

2021 January – March: 2,505

<i>Agency Assist 18</i>	<i>Fire/Medical 9</i>
<i>Assault 3</i>	<i>Fraud 8</i>
<i>Burglary 1</i>	<i>Harassment 5</i>
<i>Child Abuse Investigations 1</i>	<i>Juvenile/Family Incident 7</i>
<i>Citizen Assist 65</i>	<i>Missing/Recovered Juvenile – 2 Adult- 0</i>
<i>Civil 10</i>	<i>Narcotics 2</i>
<i>Code Violation 4</i>	<i>Noise 1</i>
<i>Crash 24</i>	<i>Protection Order Violation 4</i>
<i>Damage/Vandalism 2</i>	<i>Sex Assault/Misconduct Investigations 2</i>
<i>Death 0</i>	<i>Sex Offender Check/Registration 1</i>
<i>Disturbance 5</i>	<i>SRO Related 29</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 5</i>	<i>Suicidal/Welfare 8</i>
<i>Domestic/Disturbance- Harassment or Assault 6</i>	<i>Suspicious Person/Vehicle/Occurrence 28</i>
<i>DUI/D 3</i>	<i>Theft 1</i>
<i>DUR 2</i>	<i>Trespassing 1</i>
<i>F or M Menace/Assault/Weapons MM- 1 FW-0</i>	<i>Warrant Arrest 5</i>

Last year was a busy year. Yet, your Eagle Police Department is already tracking ahead, with just over 400 more calls for service in 2022 year to date, when compared to 2021.

Your Eagle Police Department remained busy with calls for service, training, neighborhood activities and routine business operations. Disturbances, suspicious people/occurrences, alarms, various issues related to local schools, traffic crashes, lost and found, agency assists, walkthroughs, parking problems, medicals and routine VIN checks also continued at a steady pace. Your Eagle Police Department also continued to find opportunities to engage with our citizens and guests at local events and while on community patrol.

Your Eagle Police Department welcomed Officer D. Suehrstedt to our community. He completed ground school training and entered his first phase of FTO this month. Please say “Hi” or wave when you see him out and about with one of his field training officers.

Along with other local law enforcement agencies, EPD has been having a difficult time recruiting qualified applicants to join our team. Our new patrol officer position and records position remain vacant. EPD is hopeful to fill the records technician position in April. Unfortunately, due to some media outlets villainizing police work, the number of qualified recruits has dropped to a crisis level and qualified self-sponsorships at local police academies are nearly non-existent. This has resulted in local agencies having to compete for the same applicants. Several local agencies have also reported that a few of their sworn members intend to leave Eagle County this year and relocate to areas out of state for affordability (currently, two law enforcement professionals have their homes under contract and intend to leave this summer). These upcoming patrol vacancies will only create more local

competition for the limited qualified applicants currently looking for employment in our valley. It is crucial that the TOE remains ahead of the ECSO in terms of wages and benefits.

A local licensed liquor establishment attempted to prevent a customer from driving after having consumed several alcoholic beverages. The customer was not happy that he was being talked to by staff. EPD was called to try and help. Officers explained why it was in the customer's best interest to not drive. A ride was secured for the customer and EPD placed an exception validation on the customer's vehicle to ensure it was not ticketed for overnight parking restrictions.

Dispatch received several calls regarding a Sprinter van driving carelessly. Additional callers reported the Sprinter had gotten onto I70 driving the wrong direction. This initiated an urgent response from all law enforcement agencies in the area of Wolcott to Eagle. Several more calls reported near-miss head-on collisions, until it was reported the van had turned around and was driving the correct direction on I70. An EPD officer was able to locate and stop the vehicle, before it reached Eagle. Colorado State Patrol responded and assumed the investigation, which revealed a highly intoxicated driver. Thankfully, no one was injured or killed by this intoxicated driver.

Just after 9PM, an intoxicated driver hit and injured a pedestrian near the intersection of Capitol St. and Brush Creek Rd. The driver initially stopped, but instead of asking about injuries, argued that she would be arrested if police were called to the crash. The injured pedestrian had the ability to take a photo of the vehicle as it sped off. Medical was called to attend to the pedestrian. EPD was able to quickly trace the license plate to a local address in Eagle Ranch. The vehicle and driver were located. Following an investigation, the driver was arrested on several charges that included DUI, driving without insurance, careless and leaving the scene of a crash involving injuries. Upon last check, the pedestrian was at home recovering from his injuries.

EPD was called to a local hotel after a suspect caused a disturbance with another guest and failed to leave the property upon direction of management. The suspect was contacted by EPD officers and found to be wanted on a warrant for multiple criminal charges, including domestic violence, resisting, escape, etc. out of Wisconsin. EPD officers attempted to arrest the suspect and he resisted arrest. A distraction technique was deployed and the suspect was warned that he would be tased. Officers were able to place the suspect into handcuffs without the deployment of the taser. The suspect will now face additional charges for resisting arrest in Colorado.

A wildlife officer was traveling on Brush Creek Road when he clocked a motorcycle on radar speeding nearly 90MPH. Due to the speed of the bike, the officer lost sight of the motorcycle and called for EPD assistance. EPD officers assisted and located the operator of the motorcycle as he was entering a local licensed liquor establishment. The operator was warned about the risks while on a motorcycle (with emphasis on wildlife and other vehicles) and warned about a possible mandatory court summons. The operator was extremely cooperative and admitted to the behavior. As a result, he was provided with a traffic citation in lieu of the summons.

A family member called police and reported that their sibling attempted suicide earlier in the day and was reported to have a handgun pointed at his head. The handgun malfunctioned. The co-responder team was immediately activated and EPD officers responded to the scene, along with ECSO for scene and neighborhood security. Once the area was deemed to be safe, counselors interviewed the individual. As the individual was highly intoxicated, medical units transported the individual to the medical center. Once treated for the alcohol influence, the individual was provided with additional counseling and medical services.

EPD continues to assist other agencies. In one case, ECSO deputies were called to a burglary and two vehicles were spotted leaving the area. Deputies stopped both vehicles on I70, where EPD aided with the investigation. A

stolen tire balancing machine was noted in the back of one of the pickup trucks. ECSO arrested the three subjects. In another case, our EPD officer responded with ECSO to a home in Gypsum, following a call of a man holding a firearm to his head and threatening suicide. Law enforcement was able to defuse the situation and bring in mental health assistance. The subject with the firearm eventually told responding officers that his plan was to run out of the house towards an officer with a replica firearm, in hopes that he would be shot and killed by police. This type of behavior, coined "suicide by cop," has become more common throughout the nation and has led to some law enforcement agencies to cease responding to suicidal subject calls for service.

Your new School Resource Officer has been busy this month with investigations into several different allegations of misconduct. Several have involved the confiscation of alcohol and drugs. Other cases being attended to include bullying, harassment and investigation regarding unlawful sexual contact at one campus, and a separate investigation (different school) regarding a harassment/indecent exposure incident. An assault involving a student punching a teacher was also addressed.

At the request of Chief Staufer, CDOT properly notified EPD of a planned closure for a semitruck recovery. The date chosen fell on a Sunday, to lessen the impact for local commuter to jobs up valley and to ensure the school district transportation was not affected. This provided for more suitable communication methods and the ability to coordinate plans between EPD, public works and CDOT. The closure went as good as it could, with only a few instances of "horn honking" in the Eagle roundabouts on Eby Creek Road.

Lug Nut Rule: A semitruck was carefully navigating the roundabout at Sylvan Lake Road. As the semi was exiting the roundabout, an impatient driver believed they could take advantage of the space between the curb and semi. This miscalculation led to the driver of the car crashing into the rear bumper of the semitrailer. The vehicle driver learned to be more patient and to not joust with a semitruck. The vehicle with the most lug nuts usually wins!

Dooh! A gentleman received a blocked number call from a person who said they were with the Social Security Office and affiliated with the Drug Enforcement Agency. The person told them that they had warrants out for their arrest and needed to purchase gift cards, then send the gift card numbers to a soon to be disclosed number. As the gentleman was getting money from his bank, he realized it was a scam. As a reminder, no law enforcement agency calls and requests a monetary settlement.

Snapchat Alert! EPD and other organizations have flagged Snapchat as a dangerous app for minors. Snapchat continues to have a host of features that not only can expose kids to objectionable content, but also the possibly jeopardize their safety and privacy. Most users know that individual "snaps" disappear immediately and "stories" disappear after 24-hours. Snapchat has little to no desire to assist law enforcement. Even with a search warrant, once the data on this app has disappeared, it's normally gone for good. Parents should be reluctant for their minor children to have this app on any smartphone device provided to their kids. If parents permit this app, then parents should discuss the dangers and ensure the age setting for the app is not set for adult content. This app is also one of the more common apps for sexual exploitation of minors. EPD has encountered several cases, including a case this month, where a child has been enticed to share a nude photo on Snapchat. Pedophiles posing as teenagers are taking advantage of the anonymity of this app. Additionally, kids have been extorting money from other kids, by threatening to show a nude photo or other content to other users. This happens when someone takes a screenshot of the snap or photo before the "snap" disappears. Parents: please educate yourself with dangerous apps for children and teenagers. A quick internet search of "Dangerous Apps for kids" can turn up a plethora of information. Mountain Youth, EPD and local schools have information for you, too!

Car Parts and Carma. An off-duty EPD officer reported debris scattered about near the on-ramp to I70. Our dayshift officer responded to the scene near Wendy's. It was readily apparent that a vehicle drove off the

roadway and crashed. A roadway sign, tree and light post were destroyed. EPD collected the car parts that were left on scene for evidence. Our dayshift officer noted that law enforcement from APD, VPD, ECSO and CSP had taken occupants into custody overnight, following a pursuit of a stolen vehicle in Avon. Curious, our dayshift officer contacted APD and was told the vehicle appeared to have been involved in a crash before the pursuit began. Our officer responded to the tow yard, noted the damage was consistent with hitting a tree, signage and a light pole. The car parts collected matched the vehicle. EPD added charges to the juvenile driver, prior to the driver being transported to the juvenile holding facility in Lakewood.

Really? A patron at a local licensed liquor establishment called police after his ex-girlfriend walked in, found him at the bar, punched him in the head and fled. Witnesses confirmed his report. EPD officers located the ex-girlfriend a short time later and she was arrested. As she was being booked into the jail for domestic assault, the patron elected to break into the ex-girlfriend's residence, where he was confronted by a roommate. EPD officers responded and found that the patron had not only entered the residence, but criminally harassed the roommate as well. Officers discovered the patron also had a court order directing him to stay away from the residence. He was also arrested and taken to jail. The jail made arrangements to ensure the two were not in sight distance of one another.

Cops and Kids! Our EPD officer and Eagle County Paramedic Services had a bit of free time to discuss their work and show off the emergency vehicles to interested kids after school.

Lemonade Stands! EPD dayshift found an early season lemonade stand and stopped by to say "Hi!"

Our Castle Peak Community. Officer Stahl provided information at two separate presentations to our community members residing at Castle Peak about fraud prevention and how to spot scams.

Thank You Mountain Youth! Mountain Youth has noted the increased liquor-related issues in Eagle County, to include increased DUI and DUI crashes. As intoxicated drivers continue to threaten our community, to include our youth riding bicycles, walking home or driving/riding in another vehicle, they have graciously paid for two Advanced Roadside Impaired Driving Enforcement (ARIDE) classes that any law enforcement officer/deputy/trooper in Eagle County may take.

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: ApplyEPD@TownofEagle.org

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

PUBLIC WORKS

March 2022

Staffing

We have had some success recently filling vacant positions. Two water/wastewater treatment plant operators will begin work during the week of 4/11. A Buildings & Grounds Maintenance Worker began work during the week of 4/4, and a B&G Seasonal Maintenance Worker will begin work during the week of 4/11. We do have two Streets Maintenance Worker positions vacant and unfortunately, we are not seeing many applicants for these positions. The Streets crew is suffering at this time due to these vacancies, one staff person being on restricted duty, and another needing to use time off to assist a family member. We also have had a Mechanic position vacant for many months and I have decided to end the unicorn hunt, eliminate that position, and move the saved personnel budget into our contracted vehicle repair services budget.

Water

- **Lower Basin Water Treatment Plant** – I anticipate that approval of payment of large invoice on this project will be on the agenda for the 4/12 Council meeting. After this, in the month of May there should be one final payment to MWH that will conclude the construction of this project.
- **Hydraulic Modeling** – we are beginning quite a bit of work with our water/wastewater engineering consultant to perform several hydraulic model simulations that will evaluate the impact of future developments on our water utility system. This work is important in helping us to ensure that future developments adequately mitigate their impacts, and in the planning for the growth of our community. Notably, we will be making a preliminary look at the impact of Eagle County's conceptual West Eagle workforce housing project.

Wastewater

- **Discharge Permit** – we have begun discussions with the State of Colorado Department of Public Health and Environment (CDPHE) regarding the submission of an application to modify our discharge permit. The discharge permit is the means by which our wastewater treatment utility is regulated. A new discharge permit became effective in July of last year and taking a deep look at the discharge limits implemented in that permit we have found a small number of erroneous data points that lead to some very impactful discharge limitations. Our Utility Manager, Stephen Wilson, thoroughly analyzed 10 years of wastewater testing data submitted to CDPHE, found the erroneous data, tracked down the correct test results, and created a plan to request a permit modification. It appears that the erroneous data was largely the result of decimal point mistakes made when laboratory results were manually entered into the CDPHE reporting system. The initial reaction from CDPHE staff was generally positive based on our permit modification being necessitated by erroneous data rather than by mistakes on the part of CDPHE. The permit modification process will likely require the remainder of this year to complete. We have also implemented new quality control procedures to reduce data entry mistakes in the future.
- **Yearout Energy Project** – this spans both water and wastewater but will likely have a bigger impact on wastewater so I include it here. We had a kickoff meeting with Yearout on 3/21 and Staff are now working on a BIG compilation of data requested by Yearout.

Buildings & Grounds

- **Eagle River Park** – often the River Park is referred to as a part of our Open Space division, but operationally it is really a part of our Buildings & Grounds division as the maintenance activities are quite similar to our other parks. There are a number of River Park updates to provide:
 - **404 Permit** – we have concluded the three-year monitoring period associated with the U.S. Army Corp of Engineers (the Corp) 404 permit that was issued for the in-river construction. Water velocity measurements made last year correlated very well with computational model predicted

velocities. The Corp referred the submitted velocity monitoring data out to the Colorado Department of Parks and Wildlife (CPW) and CPW submitted many critical comments to the Corp. Most of these comments were reiterations of criticisms made toward the original River Park application, and fortunately the Corp has not required the Town to do additional work to address most of these CPW comments. One comment that CPW made that the Corp is taking an interest in is related to the potential deposition of sediment in the fish bypass channel that was constructed. In essence, there is a concern that if sediment accumulates in the fish channel then it will no longer be functional. The Town has proposed to the Corp that we will develop an annual inspection program that will evaluate sediment deposition in the fish channel and remove the same when necessary. This idea was well received by the Corp and I suspect that we will be able to fully close the 404 permit without any requirement to extend the formal monitoring period.

- River Park Maintenance Plan – Councilmember Bodenheimer had inquired to me about activities planned for this year in accordance with a formal maintenance plan for the River Park. I was unaware of any formal maintenance plan for the park and inquired with our consulting team about the existence of such a plan. No formal maintenance plan was required by the Corp in conjunction with the 404 permit, and none exists. I learned that the upland park construction contractor was initially required to submit a landscape maintenance plan, but this requirement was dropped as a way to offset construction cost overruns that occurred during the project. The Public Works department has not developed formal maintenance plans for any of our parks or public facilities, but we do have an annual routine of maintenance activities and we will maintain the River Park in this same fashion as our other parks.
- Rapid Blocs – S20 engineering has begun developing the hydraulic modeling that will serve as the basis of requesting a modification to our 404 permit for the installation of the Rapid Blocs. We will be requesting permission to install and utilize two different Rapid Bloc configurations: 1) a special event configuration that would likely be implemented for a short period in the spring or early summer for contest-like special events, 2) a late summer configuration that would be used to enhance the user experience on the drop features during lower flow conditions that are typical to late summer and early autumn. Removal of the Rapid Blocs will be required each autumn, so use of the Rapid Blocs will commit the Town to a seasonal cycle of installation and removal each year. I have heard some community members describe their expectation that the Rapid Blocs will be kind of like Legos that will allow river users to adjust each drop feature to their liking. This will not be the case. If approved, our 404 permit will describe very specifically how the Rapid Blocs may be installed in accordance with the two scenarios described above, and we will not be able to deviate from these prescribed installations. The project timeline for the Rapid Blocs is to submit the permit modification request in July of this year with in-river testing and velocity measurement occurring this autumn and the permit modification approval being finalized in the second quarter of 2023. The takeaway on this schedule is that if we are successful in obtaining a permit for the Rapid Blocs then River Park users will really experience the Rapid Bloc improvements in the second half of 2023.
- Pavilion Construction – we received two bids for the Pavilion construction, one of which was within budget, and we are preparing contract documents for Council to approve at the April 26th or May 10th meeting. The Use Agreement between the Town and County will expire soon, but Matt Mire has assured me that a renewed agreement will be completed soon and based upon that we are moving forward toward the start of construction. Once the contract is executed, materials will be ordered, and construction will commence with the arrival of those materials. I anticipate that this will be sometime in June. Construction should have minimal impact on River Park users as the restrooms will remain open and only the immediate area of the Pavilion will be fenced off to the public.
- **Info Center Painting** – B&G has contracted with a painter for re-painting the entire interior of the Information Center in advance of the Chamber of Commerce relocating from Town Hall. This was not a

budgeted project but is necessitated by the Chamber move. We are also doing some minor exterior repainting while we have the contractor on site. The cost of this work is making a pretty good dent in our Repair & Maintenance budget, but I expect that we can make an adjustment to this appropriation during the autumn budget preparation to compensate.

- **Spring Clean Up** - B&G staff have begun the big spring cleanup of parks and rights-of-ways that we perform each spring. This is a team effort with our Streets staff as well. We have made an initial sweeping of the concrete and turf grass surfaces along the Eby Creek Road corridor, and cleanup in parks has also begun. Our annual flower planting contract has been awarded and we are soliciting proposals to remove and replace a number of dead trees, notably along Broadway.

Open Space

- **Open Space and Trails Master Plan** – the public comment period has been extended and we have been working with our consultant to create a formal method of documenting our response to the comments received. We have also improved the ease of providing comments on the plan. I will say that certain segments of our community are very divided on their vision for open space, with some leaning toward wildlife and preservation as a priority and others prioritizing recreation. In the end we may end up with a plan that both of these groups are dissatisfied with, and that in itself may be the sign that we have done a good job at creating a balanced plan.
- **Trailhead Kiosks** – design of the new kiosks is underway. Earlier this week the kiosk at the Bluffs trailhead blew over in the heavy winds and we will be reinstalling it soon.
- **BMX Track** – Brian has set up a meeting with representatives of the BMX club for the purpose of discussing a renewal of their expired license agreement and improvements they wish to construct this year. We are also keen to discuss improved revegetation and dust control with them as the development of housing in proximity to the track is causing more complaints to be received regarding dust. More to come soon.
- **Trail Opening** – our seasonal trail opening is scheduled for April 15. On-going conversations with Brian Woodrich from CPW lead us to believe that it is unlikely that we will need to extend the trail closure in order to mitigate wildlife impacts, but we will make a final determination next week. Trail conditions have been quite muddy, but are beginning to dry, and we are utilizing social media messaging to ask trail users to be mindful of muddy conditions and damaging trails.
- **Second Gulch Cattle Guard** – the BLM has graciously donated a new and improved cattle guard to the Town to be installed at the fence line in Second Gulch. This should be delivered in the next two weeks and will be installed with assistance from our Streets crew as conditions (mud) allow.

Streets

- **Spring Clean Up** - Like B&G, our Streets crew is working on spring cleanup. Our tired old street sweeper has been in service, and after an initial week of spending one hour repairing it for each hour of sweeping it has been less temperamental (knock on wood). Our new street sweeper is on the boat from Italy, and we anticipate having it in our shop around June 1.
- **Grand Avenue Right-of-Way Maintenance** – we received some wonderfully positive public comment regarding the weed cutting and cleanup we did along Market Street last autumn. We are going to make an effort to do similar work along Grand Avenue this spring. This will include cutting and removing areas of weeds/sage/rabbit brush near intersections and property boundaries, cutting tree saplings growing wild at the base of mature trees, mowing weeds under guardrail, and removing the unnecessary guardrail located near the Town's digital information sign. I hope that this improves the appearance of this corridor as much as possible before we can construct the future Grand Avenue Corridor project.
- **Potholes and Street Repairs** – we are filling potholes with temporary patching material as best we can. We anticipate being able to purchase hot mix asphalt around mid-May and will make more permanent repairs to potholes and street cuts at that time.

Engineering

- **Development Review** – lots of work assisting community development with land use review work, notably on the Reserve at Hockett Gulch project. We are also having an increasing number of discussions with prospective developers who have yet to submit a land use application.
- **Broadband** – our Town Engineer, Dennis Wike, continues to assist Kevin Aoki with the completion of the Meet Me Center hut. Comcast work in rights-of-ways has been on-going.
- **Federal Infrastructure Grant Opportunities** – Martha Miller has been researching grant opportunities with the Grand Avenue Corridor project in mind. I would say the entire country is stymied by the lack of available information related to the big Federal infrastructure bill signed into law last year, but we are making some progress and will likely be reaching out to our Congressional representatives for information and assistance as well. One thing that is becoming clear is that in order for the Grand Avenue corridor project to qualify for Federal funding we will need to complete a NEPA clearance. This work was not included or anticipated in the scope of work currently underway on Grand Avenue, but we will be including this in the services scoped in the next phase of work. Martha is beginning to develop a Request for Qualifications for this next phase, and our intent is to have as minimal a gap as possible between the conclusion of the current phase (in June) and the start of the next.
- **Street Resurfacing** – Martha Miller has been doing a ton of investigation, planning, and bid document preparation for our street resurfacing work. This year we are aiming to do an asphalt overlay on Grand Avenue from approximately Broadway to Sylvan Lake Road, and similar work on Abrams Creek Drive and Robbins Egg Lane. We will also be doing spot repair work on several areas, including the Big Dip that exists on Sylvan Lake Road.
- **US Highway 6 East Construction** – the developer of Red Mountain Ranch will begin construction of their access improvements (turn lanes) on US Highway 6 east of Nogal Road within the next several weeks. They will also be installing Town owned utility lines crossing the highway.
- **Storm Drainage Inspection** – engineering staff are inspecting the Town's storm drainage system for the purpose of prioritizing needed maintenance work so that we can plan those activities or procure contracted services as required.

Yard Waste

- The Yard Waste drop site opened for the season on Friday 4/8. Hours are noon to 4:00 p.m. Friday through Sunday until November.
- The Town of Gypsum has approached me about crafting an Intergovernmental Agreement that would allow Gypsum residents to utilize our Yard Waste facility. There is efficiency in the two communities partnering to operate a single facility rather than providing this service independently. Gypsum has provided me with data that I am using to assess the cost impact to our operations. More to come.

HUMAN RESOURCES

March 4 – April 6, 2022

Benefits

- Benefits orientation and enrollment processed for 1 new hire
- Future new hires scheduled for 4/13

Risk Management, Safety and Work Comp

- Managing 4 General Liability & PC Open claims 2 carry over
- Managing 2 work comp claim and 2 modified duty assignments
- Administering 1 Medical Leave of Absence Requests

Recruiting – Onboarding

- Continued efforts drafting Job descriptions for 2022 New positions
- Update on current efforts:
 1. Town Manager, in progress
 2. ~~Engineer, filled 2/28/22~~
 3. ~~SRO – filled 1/1/2022~~
 4. ~~Police Officer (replace officer promoted to SRO), filled 3/10/22~~
 5. Records & Info Tech, (new 2022) in progress, pending qualified candidates
 6. Chief of Police, replace current Chief resigning 6/1
 7. Maint Tech – Streets Full Time, replace former MT
 8. Building Official, replace current official resigning 4/8
 9. Maint Tech – Streets Full time, (new 2022)
 10. ~~Maint Tech – Building & Grounds Full Time, (new 2022)~~
 11. Admin II HR/Finance (new 2022) Pending Budget approval 4/22/22 to split to two full time positions
 12. ~~Water Operator (new 2022), filled starts 4/11~~
 13. ~~Wastewater Operator, replacement, filled starts 4/12~~
 14. ~~Seasonal Yard Waste filled 4/6/22~~
 15. ~~#1 REHIRE FILLED 4/6/22~~ B & G Seasonal staff (6 total)
 - a. 5 potential rehires (1 started 4/6)
 - b. 1 new hire
 16. #2 REHIRE B & G Seasonal Staff
 17. #3 REHIRE B & G seasonal Staff
 18. #4 REHIRE B & G Seasonal Staff
 19. #5 REHIRE, B & B Seasonal Staff
 20. #6 New Hire, B & G Seasonal Staff
 21. Code Enforcement Specialist, will readvertise

TOP Priorities, currently in progress on the above positions

1. Seasonal - Open Space Trails Tech, rehire expected
2. Admin Tech II – HR-Finance, pending budget approval 4/22/22 to split to two full time positions
3. Marketing/Communications Manager (new 2022), drafting job description
4. Plans Examiner/Inspector (new 2022)
5. Detective – internal promotion expected, will need to back fill whoever is promoted
6. Police Officer (replace officer promoted to Detective)
7. Planner III (new 2022)
8. Asst. Town Mgr. – Pending Town Manager Hire

9. Econ. Dev Specialist – Pending Town Manager hire

29-total hire/re-hire/onboarding interactions, of those, possible 7 seasonal rehires anticipated

TOWN CLERK

March 2022

Communications

Eagle Today: 4/1/22

- [Position Openings](#)
- Building Department Update
- [Spring/Summer Events](#)
- [Mobile Vending](#)
- [Open Space and Trails Master Plan](#)
- Welcome New Staff
- [ReCode Eagle](#)
- [Planning Commission Vacancy](#)
- Eagle Flight Days 2022
- Easter Egg Hunt - April 16

Website News Flash

- Comcast Fiber Optic Project Update
- Pavilion and Studio Reservations Online
- Planning & Zoning Commission Vacancy – Request for Applications
- Open Space and Trails Plan Presentation
- Input Needed! Open Space and Trails Plan
- Haymaker Trail and Wildlife Message

Licenses

- Business License 2022 Revenue: \$15,750.00 – Budget \$44,000.00 (includes contractors)
 - Business Licenses Issued: 262
- Liquor License Renewals
 - Primavera Liquors – Renewal
 - Eagle Ranch Golf Course – Renewal
- Marijuana
 - Sweet Leaf – Retail Store and Cultivation Renewal
- Tobacco
 - No activity

Website – www.townofeagle.org

- Ask the Town questions: 12
 - Police Report inquiry
 - Municipal Court inquiry
 - Eagle County Event Center inquiry
 - Xeriscape rebate inquiry
 - Backyard chickens' inquiry
 - Human ash disposal inquiry
 - Brush Creek Gardens inquiry
 - Water quantity inquiry
 - Utility inquiry
 - Sewer locate inquiry
 - Trash service inquiry
 - Utility repair inquiry

Sales Tax – 2022 Sales Tax

Filing Period: this indicates sales tax for the actual month sales occurred. These numbers will fluctuate throughout the year as it is reflecting late payments by the retailer or customer retail returns (deductions). Filing Period numbers are updated quarterly. This is the most accurate picture of sales tax collections for that month.

Revenue Period: this amount indicates the month revenue is received by the Town. Revenue period is all money collected by the state for the previous month and any additional months a retailer remits. This amount is what is deposited in the Town's bank account. These returns also get categorized into a "filing period" and are reflected in the sales tax report. This total amount will not change.

First Quarter summary will be available next month.

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 650,114.69	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 639,612.50	\$ 645,546.63	12%	\$76,896.61	1570
Mar		\$ 662,102.20	26%	\$78,856.55	1508
1 Q			-100%		

2021					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 551,018.08	\$ 688,558.97	19%	\$67,050.62	1443
Feb	\$ 522,289.69	\$ 576,588.68	20%	\$81,832.64	1311
Mar	\$ 620,202.63	\$ 525,690.74	13%	\$51,489.75	1270
1 Q	\$ 1,693,510.40	\$ 1,790,838.39	18%	\$ 200,373.01	

MUNICIPAL COURT

- Court held March 2 and 16

August Citations Issued	Current	YTD	2021
Animal Control	5	7	15
Juvenile	0	0	14
Misdemeanor/Ordinance	4	9	12
Parking	18	38	138
Traffic	13	18	182
Total	40	72	361

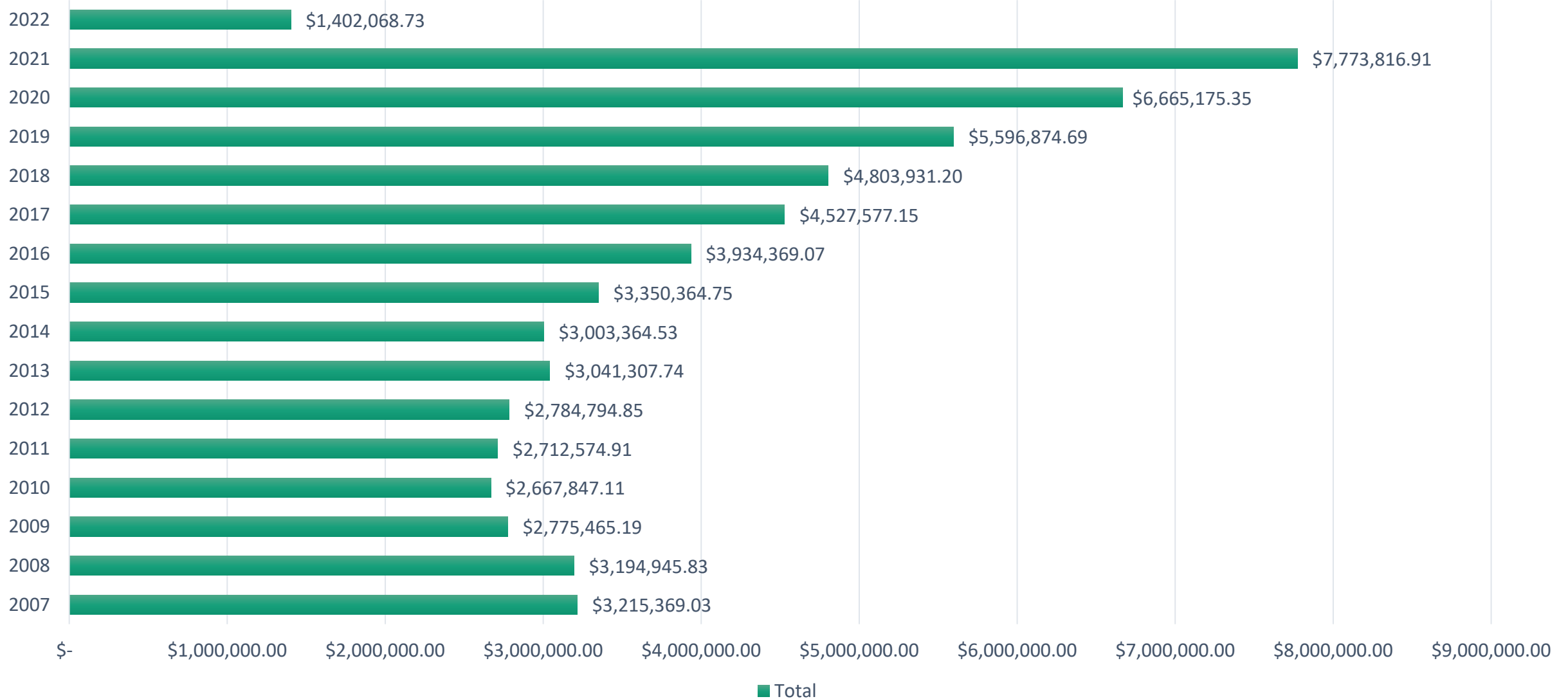
August Fines and Fees Collected (includes collections for previous months)	Current	YTD	2021
Court Costs	90.00	270.00	1068.75
Criminal Police Equipment and Training Surcharge	20.00	90.00	190.00
Traffic Surcharge	250.00	670.00	2840.00
Deferred Judgment Fee	75.00	150.00	150.00
Fines	2240.00	5955.00	29100.00
Outstanding Judgement Fee	0	30.00	-10.00
Stay of Execution Fee	0	0	0
Bad Check Fee	0	0	90.00
Warrant Fee	0	0	50.00
Failure to Appear	105.00	525.00	1360.00
Victim Restitution Fee	0	0	0
Total	\$2,780.00	\$7,690.00	\$34,838.75

August Dispositions (Payments or Court Appearances)	Current	YTD	2021
Animal Control	5	6	110
Juvenile	0	0	0
Misdemeanor/Ordinance	0	4	72
Parking	28	59	443
Traffic	20	28	205
Total	53	97	830

Outstanding Fines and Fees by Date	
Current	975.00
1-30 Days Past Due	395.00
31-60 Days Past Due	450.00
61-90 Days Past Due	75.00
91-180 Days Past Due	7584.00
Total	\$9,479.00

ANNUAL TOTAL SALES TAX 2007-2022 REVENUE PERIOD TOTALS

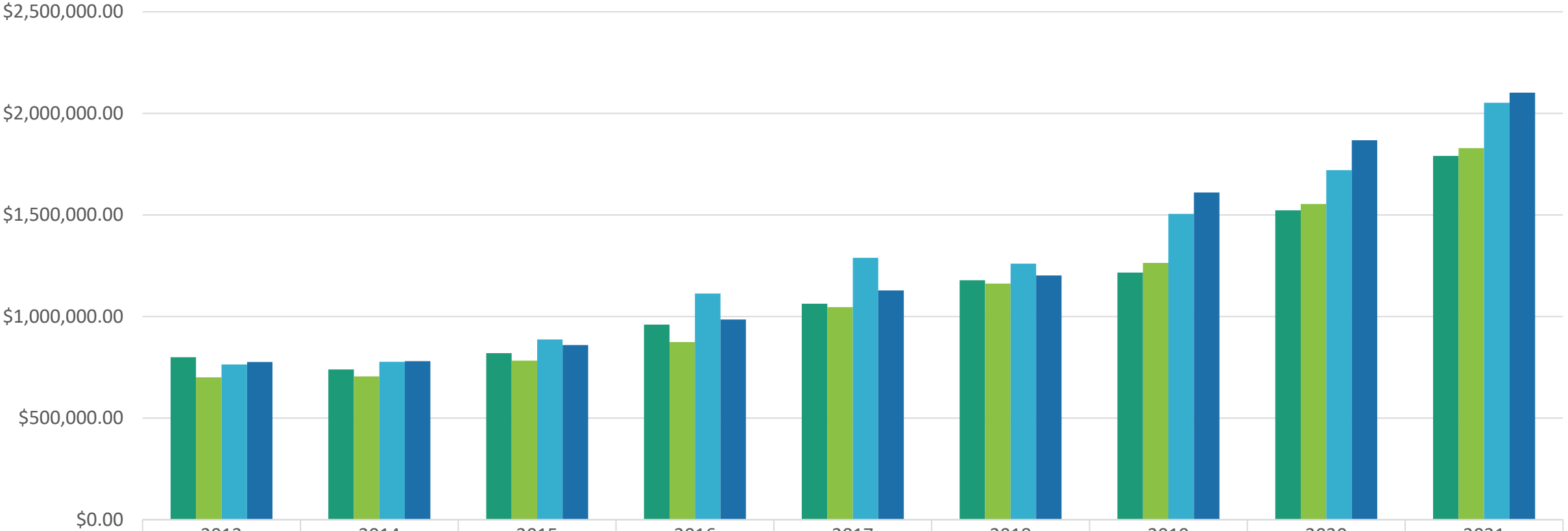
**2016 - PRESENT INCLUDE .5% SALES TAX INCREASE*



TOTAL SALES TAX BY QUARTER

2013-2021

REVENUE PERIOD TOTALS



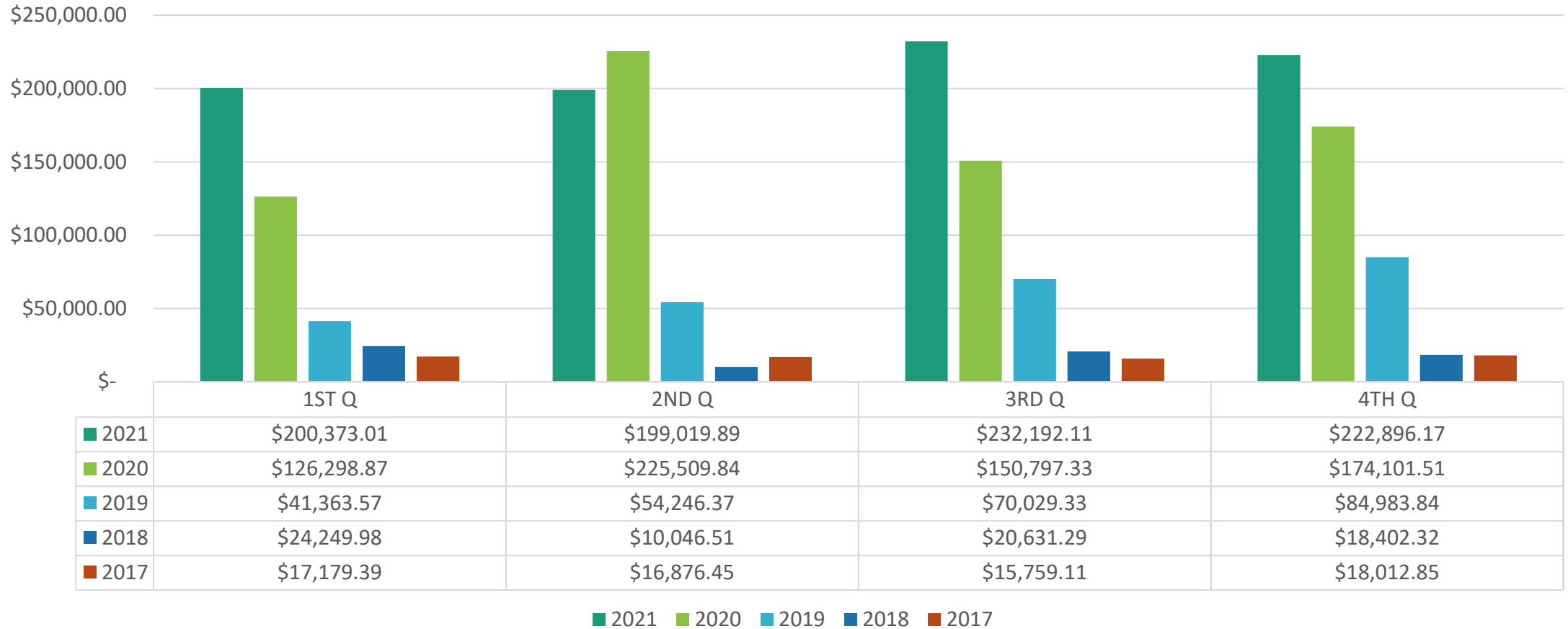
	2013	2014	2015	2016	2017	2018	2019	2020	2021
1ST Q	\$800,133.00	\$739,709.00	\$820,122.00	\$960,574.00	\$1,063,301.45	\$1,178,718.57	\$1,216,488.34	\$1,522,565.39	\$1,790,838.39
2ND Q	\$700,575.00	\$705,361.00	\$783,299.00	\$874,795.00	\$1,046,587.64	\$1,162,266.07	\$1,264,176.75	\$1,554,045.80	\$1,828,829.48
3RD Q	\$764,141.00	\$777,719.00	\$887,401.00	\$1,113,382.00	\$1,289,013.00	\$1,260,441.56	\$1,505,673.13	\$1,720,837.41	\$2,052,299.31
4TH Q	\$776,459.00	\$780,577.00	\$859,543.00	\$985,618.00	\$1,128,675.00	\$1,202,505.00	\$1,610,536.47	\$1,867,726.75	\$2,101,849.73

1ST Q 2ND Q 3RD Q 4TH Q

ONLINE SALES TAX BY QUARTER

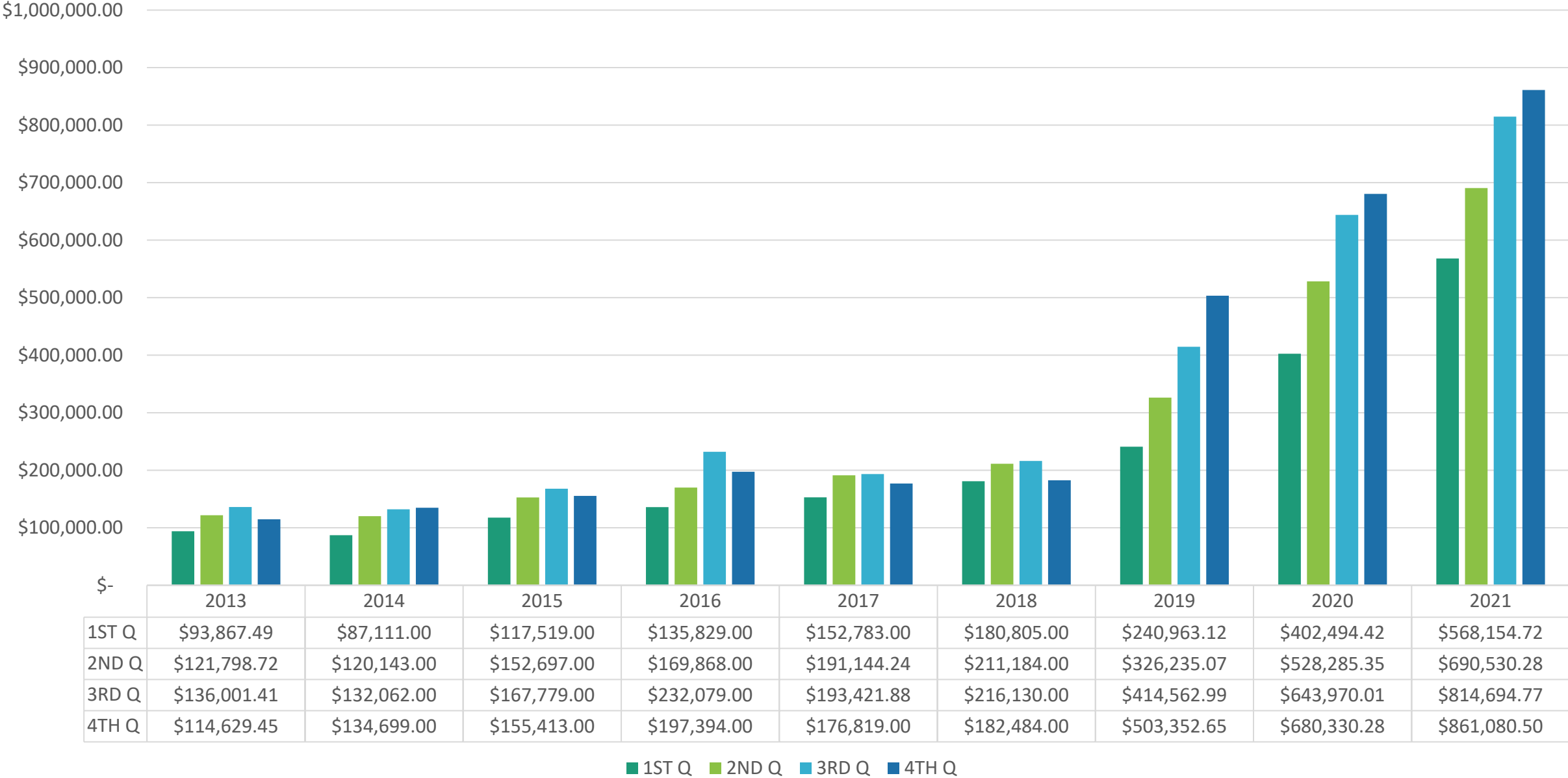
2017-2021

REVENUE PERIOD TOTALS

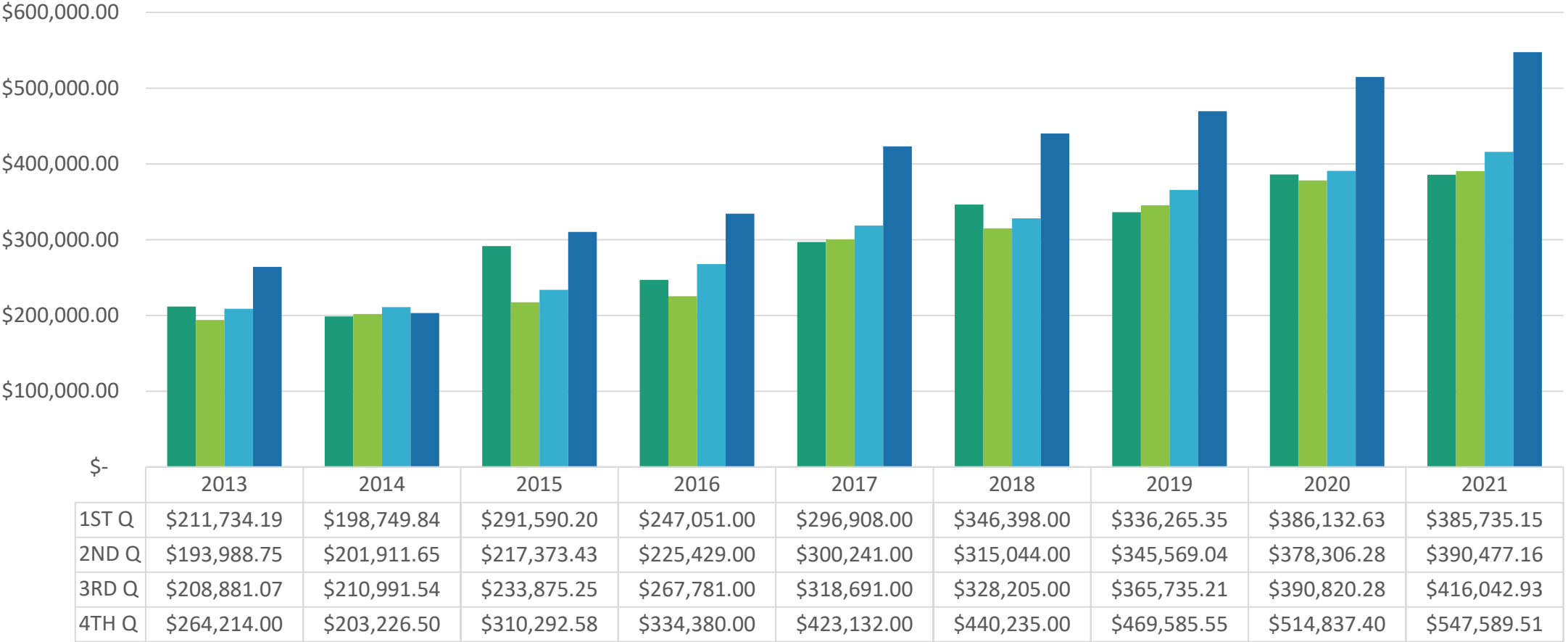


Online sales are included in the retail and out of area sectors.

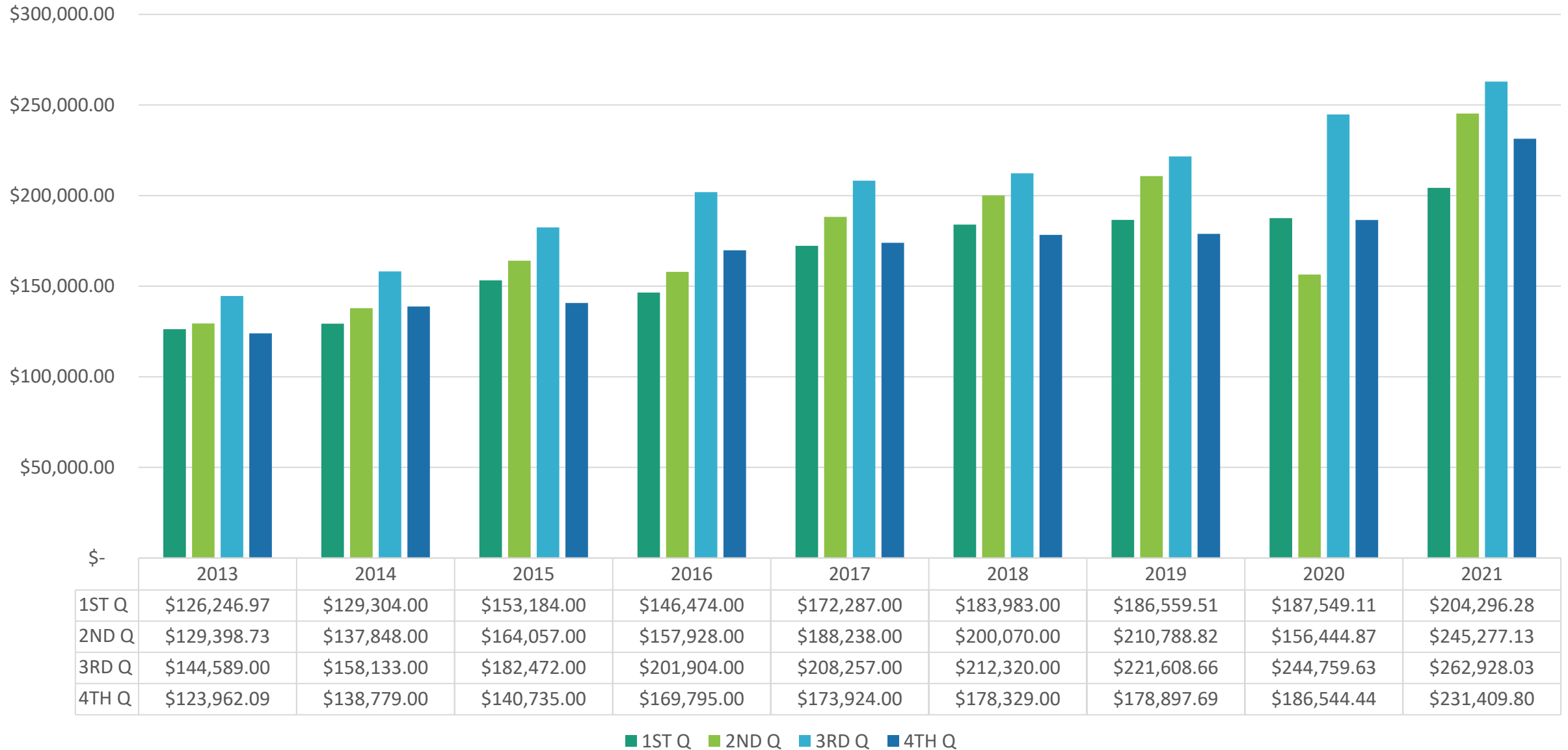
RETAIL QUARTERLY COLLECTIONS
2013-2021



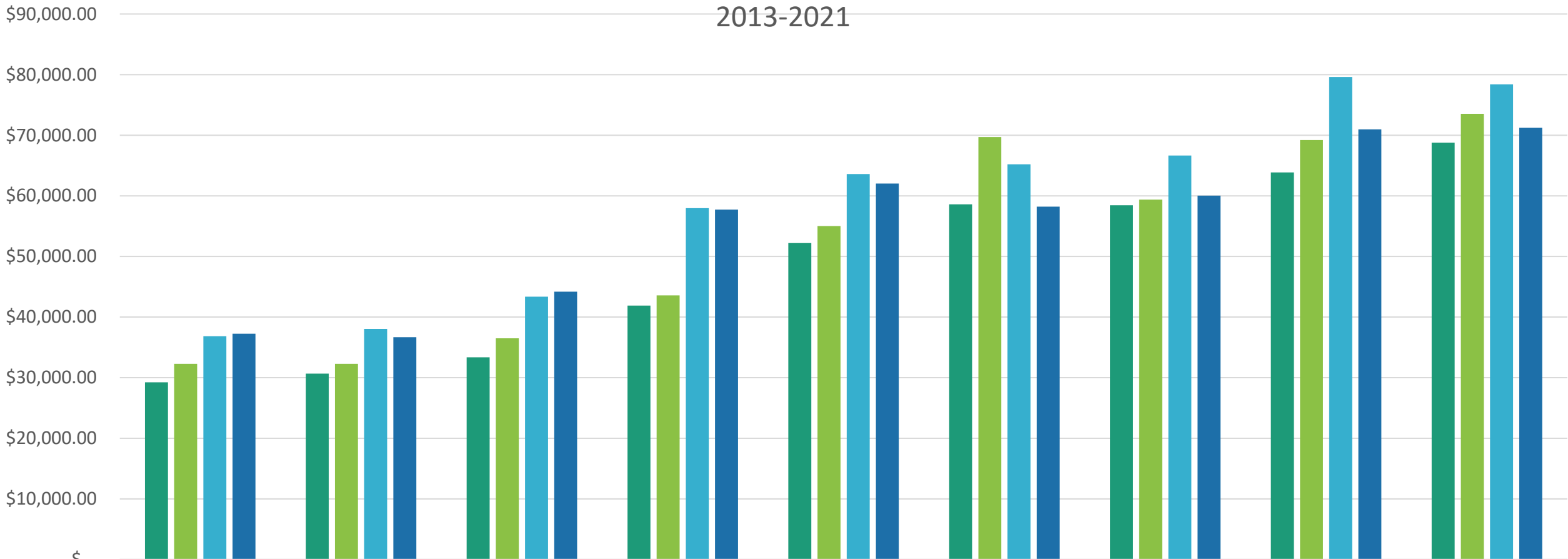
FOOD QUARTERLY COLLECTIONS 2013-2021



RESTAURANTS & BARS QUARTERLY COLLECTIONS 2013-2021



LIQUOR STORES QUARTERLY COLLECTIONS
2013-2021

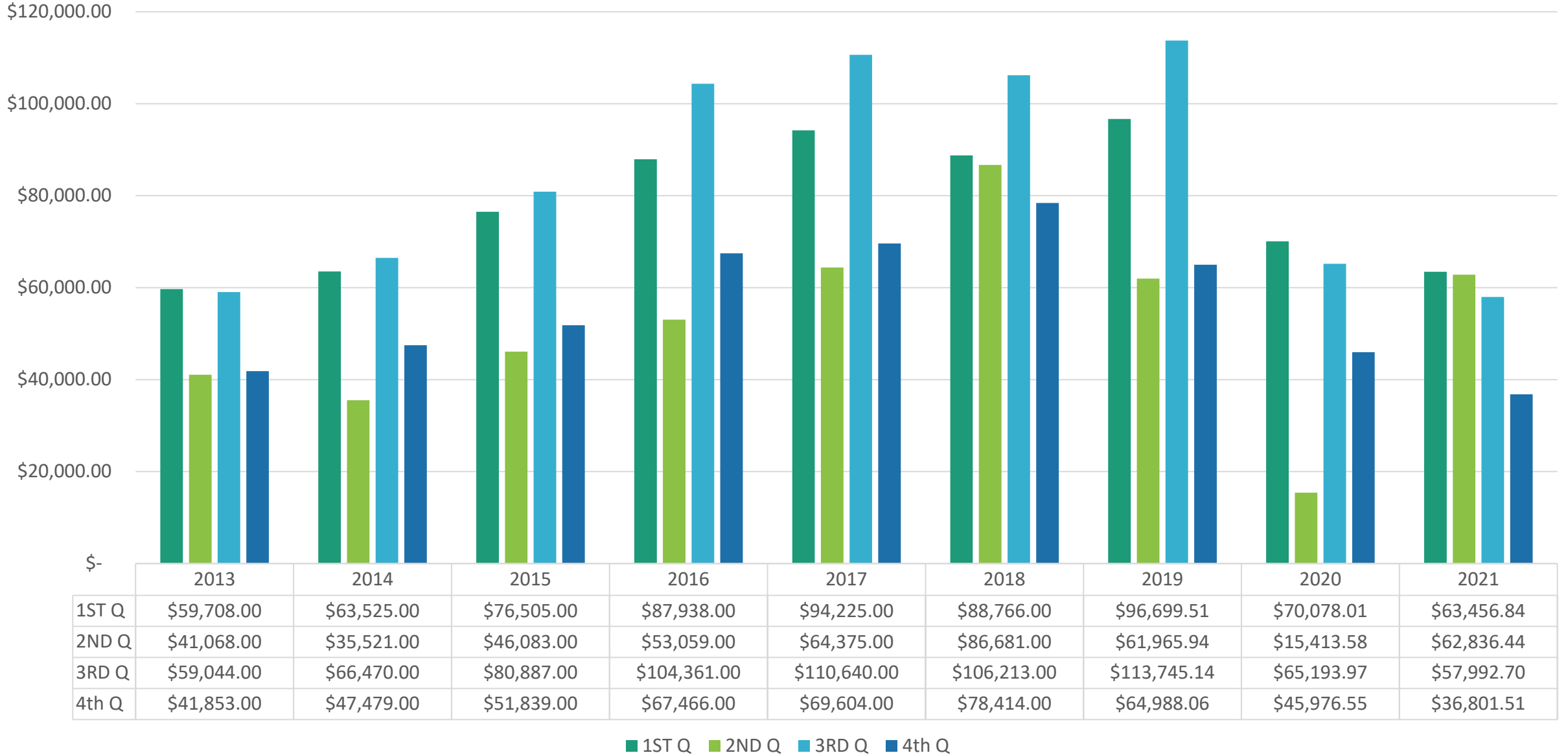


	2013	2014	2015	2016	2017	2018	2019	2020	2021
1ST Q	\$29,240.21	\$30,678.33	\$33,366.23	\$41,903.00	\$52,210.00	\$58,597.00	\$58,457.33	\$63,871.12	\$68,771.66
2ND Q	\$32,287.72	\$32,282.04	\$36,503.00	\$43,575.22	\$55,021.00	\$69,704.00	\$59,369.38	\$69,205.68	\$73,535.55
3RD Q	\$36,848.51	\$38,051.52	\$43,362.56	\$57,972.00	\$63,607.00	\$65,200.00	\$66,659.81	\$79,609.45	\$78,390.42
4TH Q	\$37,261.52	\$36,687.26	\$44,193.43	\$57,722.00	\$62,038.00	\$58,215.00	\$60,036.62	\$70,957.50	\$71,224.75

1ST Q 2ND Q 3RD Q 4TH Q

LODGING QUARTERLY COLLECTIONS

2013-2021

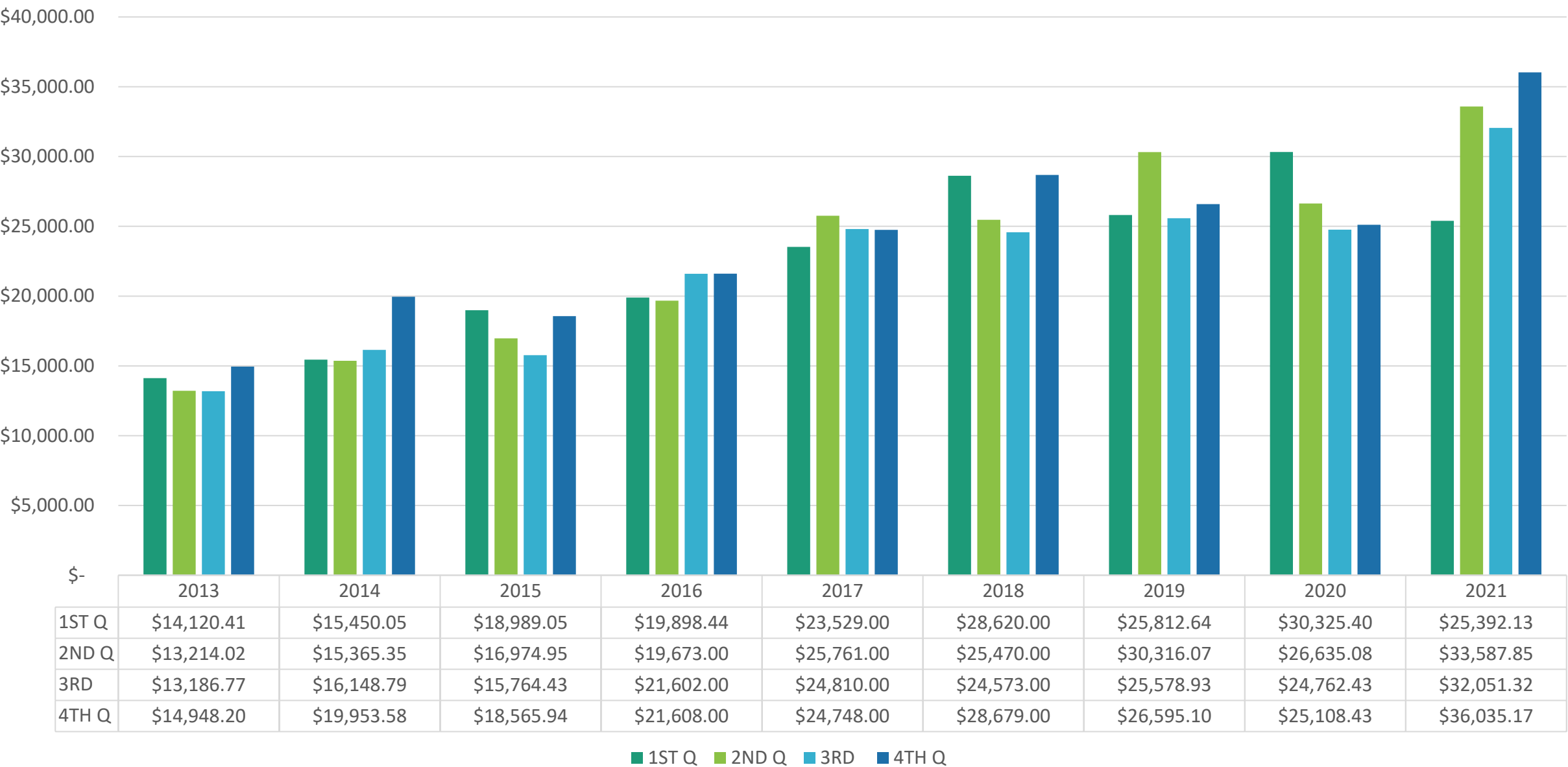


UTILITIES QUARTERLY COLLECTIONS

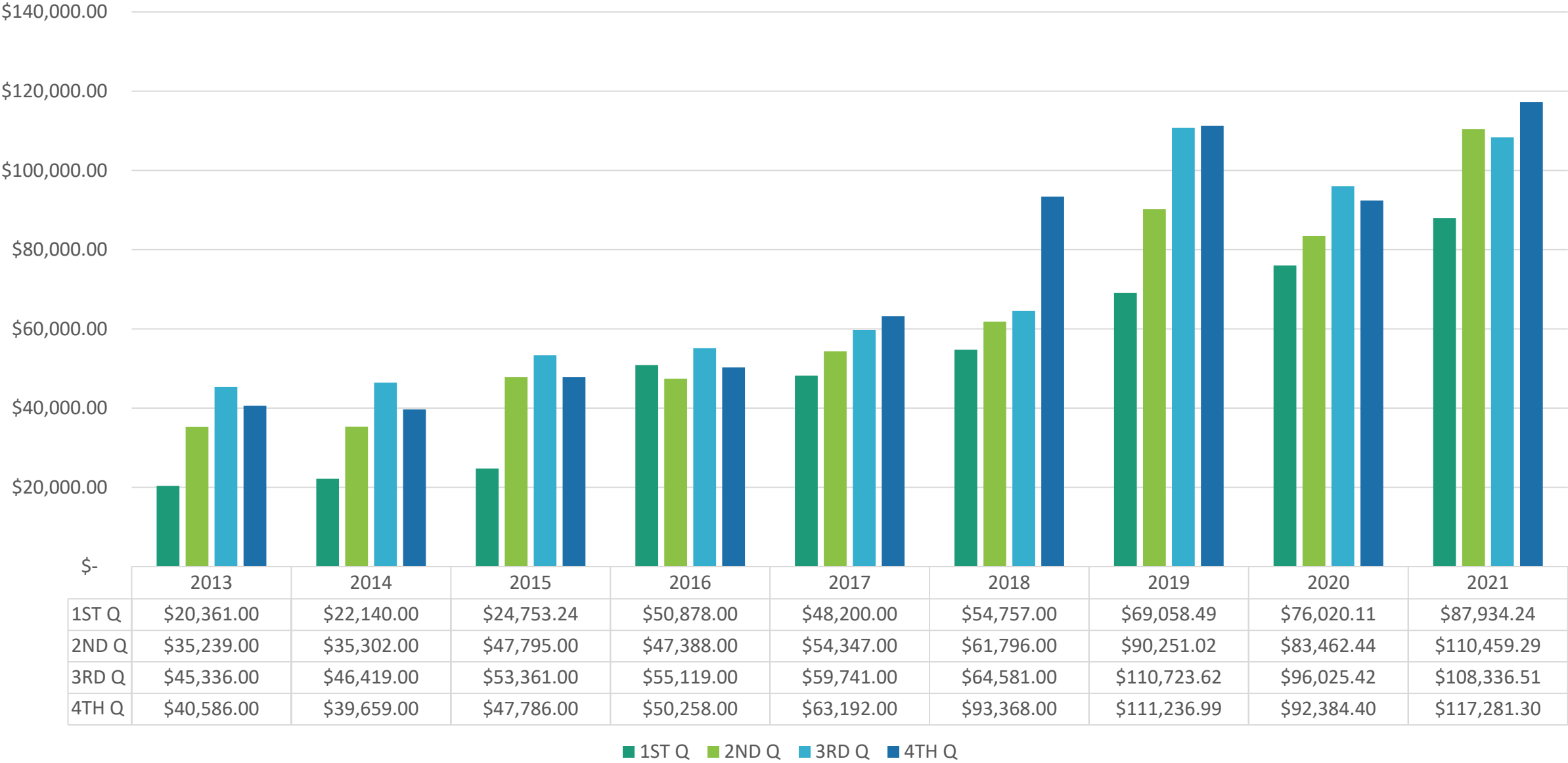
2013-2021



AUTOMOTIVE QUARTERLY COLLECTIONS
2013-2021



MISCELLANEOUS QUARTERLY COLLECTIONS
2013-2021

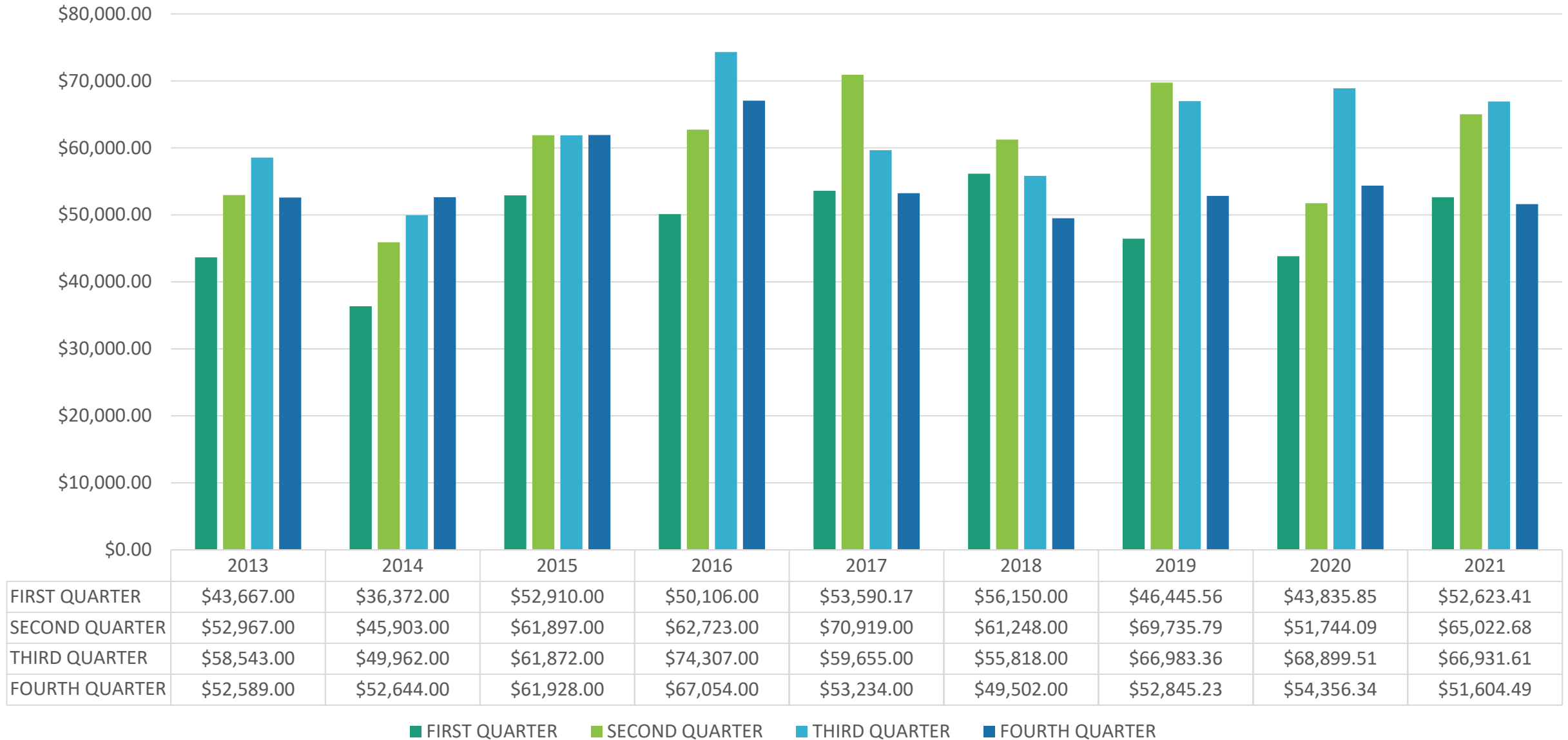


BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS

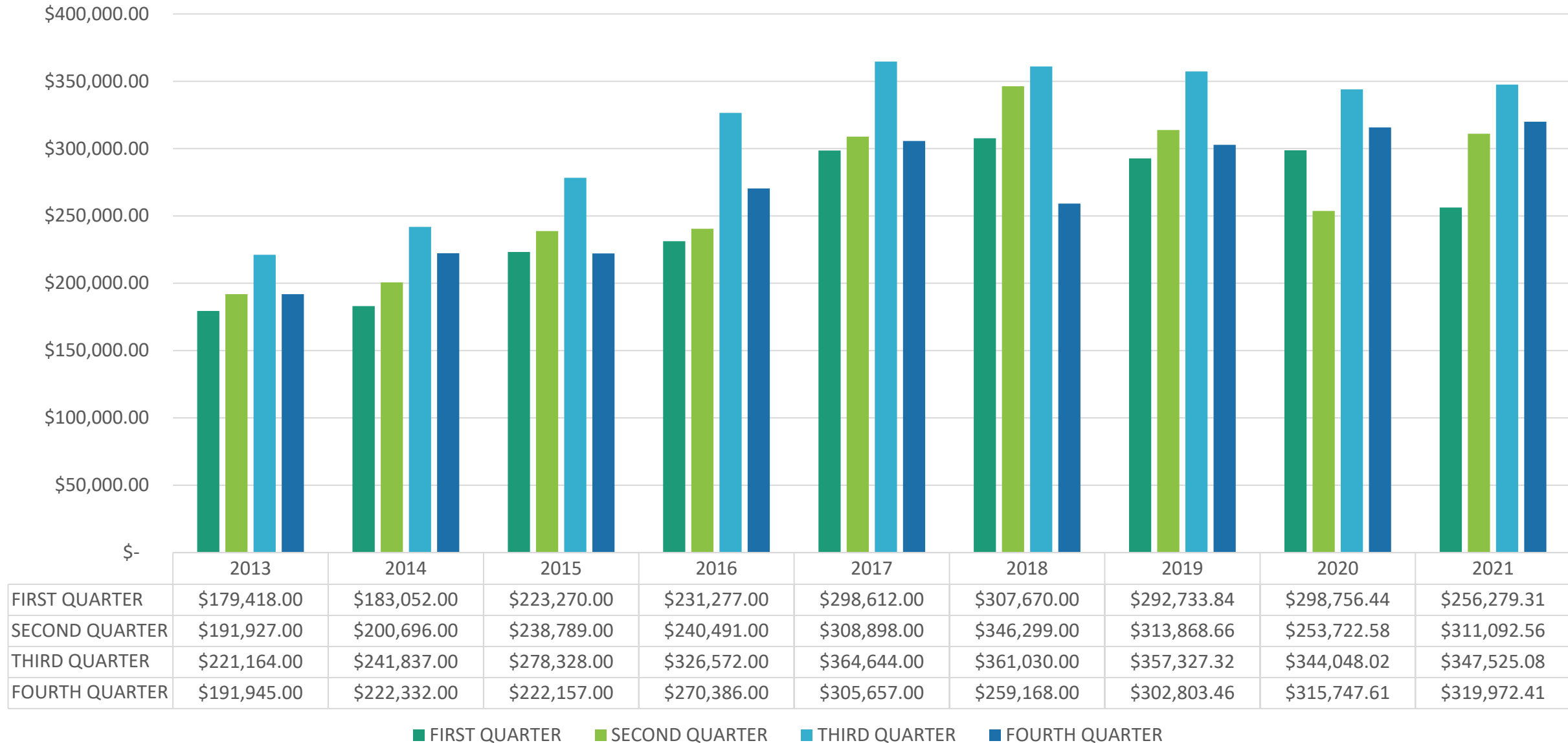
2013-2021



DOWNTOWN DISTRICT QUARTERLY 2013-2021



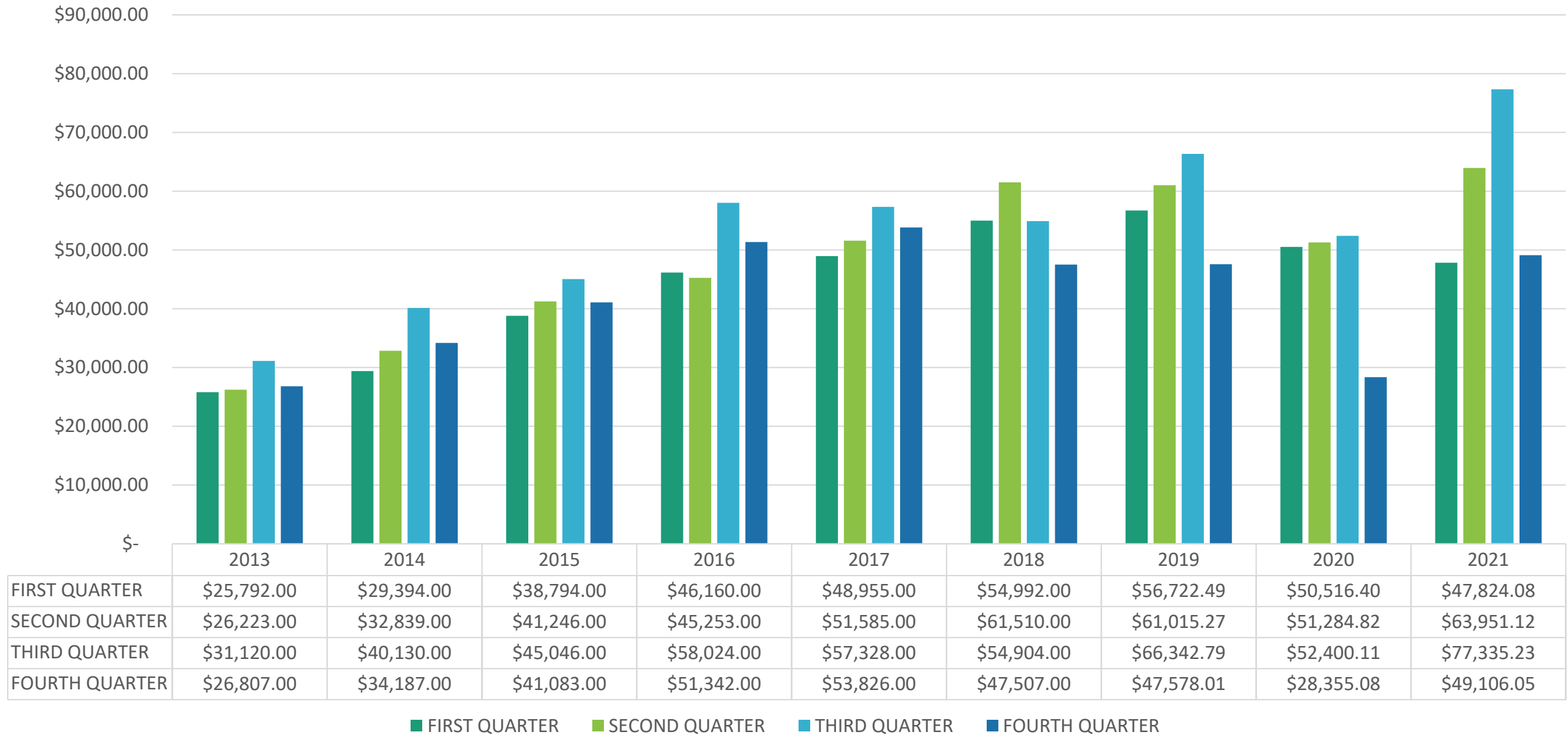
CHAMBERS AVENUE QUARTERLY 2013-2021



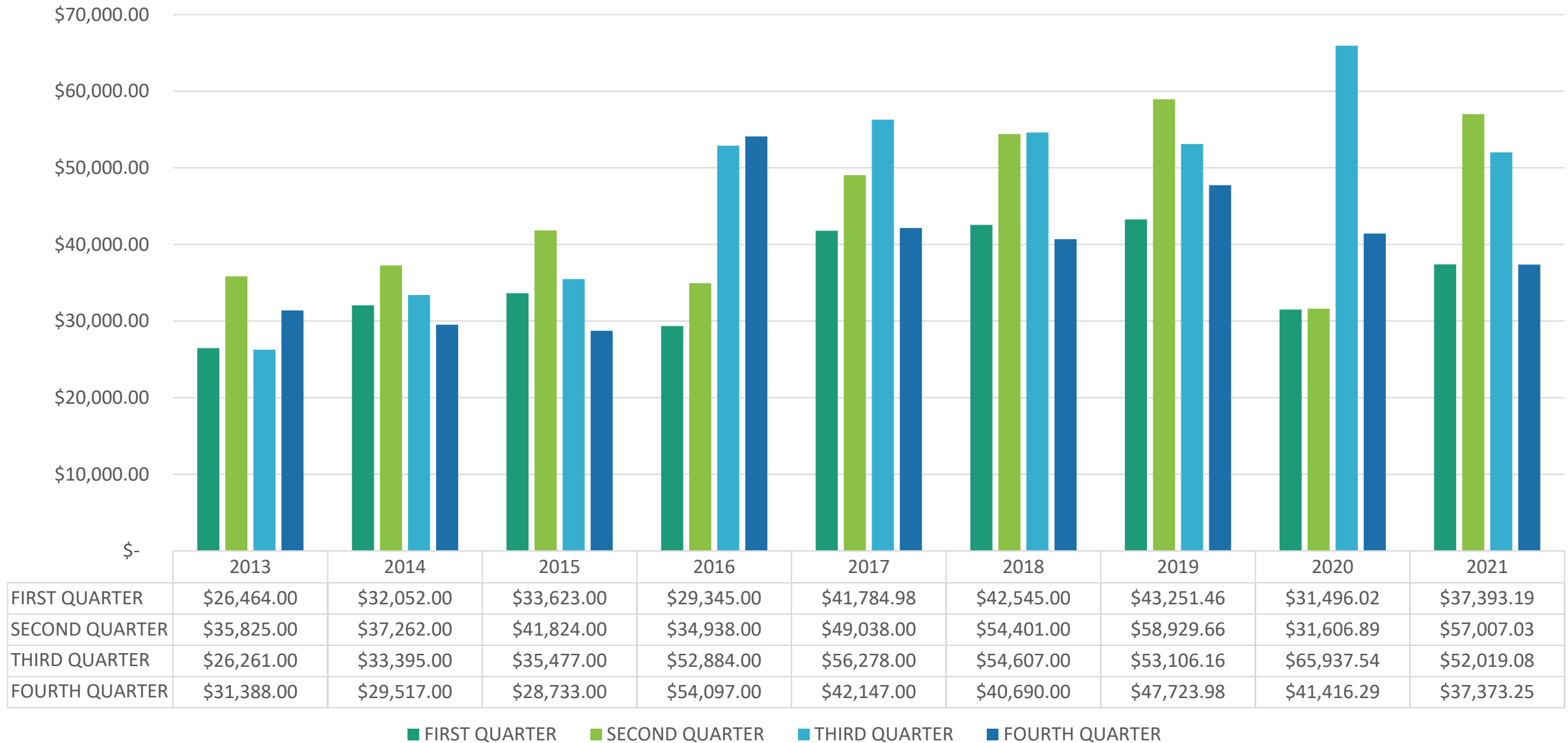
MARKET STREET QUARTERLY 2013-2021



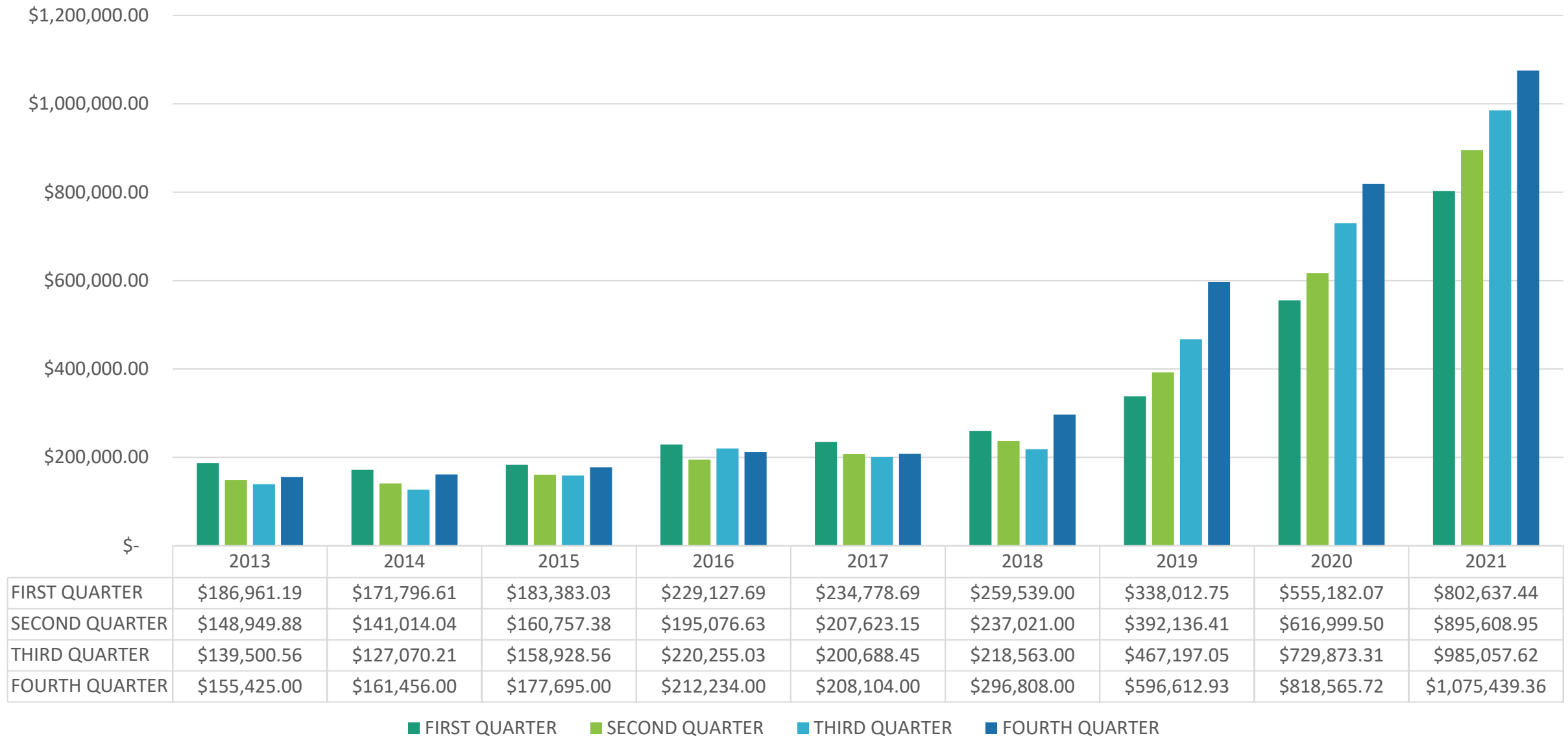
HIGHWAY 6/GRAND AVE. QUARTERLY 2013-2021



EAGLE RANCH QUARTERLY 2013-2021



OTHER AREAS QUARTERLY 2013-2021





To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: April 12, 2022

Agenda Item: PUBLIC HEARING: New Tavern License - Applicant: Vine of Eagle LLC

REQUEST: The Mayor should convene the Liquor License Authority before opening this item. The request is for consideration of approval for a new Tavern License for Vine of Eagle LLC located at 127 W 2nd Street.

BACKGROUND: Brian Kunkel, Richard Bell, and Gary Elzweig, who own Vine of Eagle LLC, submitted an application to the town for a new Tavern License on February 24, 2022.

ANALYSIS: Department Staff has reviewed the application and made preliminary findings to the applicant that included the following:

1. The location of the premises for which the license is sought is 127 W 2nd Street Eagle, Colorado 81631.
2. It appears from the evidence submitted that the applicant is entitled to possession of the premises proposed to exercise the license.
3. The location proposed to sell liquor for on-site consumption is not within 500 feet proximity to a school as defined in the Eagle Municipal Code.
4. The applicant has applied for and has possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
5. The renewal fee for 2023 will include \$500.00 to the State of Colorado and \$175.00 to the Town of Eagle.

As of this date, the Town Clerk and the Eagle Police Department have completed their preliminary background investigation concerning the records of the premises, applicants, employees, and persons known to assist or finance the Applicant:

1. Pursuant to 44-3-307 (3)(a), the Town of Eagle shall have access to and consider criminal history record information of the applicants. Based upon this investigation, the findings were consistent with the disclosure on the IHR regarding no convictions.
2. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
3. The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle.

A petition to assist with determining the needs and desires of the adult inhabitants was not required.

16 Hotel & Restaurant Licenses	1 Brewpub License
2 Tavern Licenses	3 Beer and Wine Licenses
4 Fermented Malt Beverage Off-Premises Licenses	3 Retail Liquor Store Licenses

COMMUNITY INPUT: This is a public hearing which was noticed at the location, in the newspaper, and on our website. The applicant will also be present to answer any questions from the Authority.

BUDGET / STAFF IMPACT: There is no budget impact for approving this item.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a Major Objective. However, it does support "Stimulating Economic Vitality and Development." A denial of this license would need to be for cause and would limit the applicant's sales to non-alcoholic beverages only.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving a new Tavern License for Vine of Eagle LLC - located at 127 W 2nd Street and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

1. NOTICE OF FINDINGS AND ORDER
2. STATE APPLICATION CONCURRENT REVIEW 2.24.22_Redacted - council packet
3. NEWSPAPER NOTICE 3.17.22



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING NEW LICENSE

IN THE MATTER OF

Tavern Liquor License
Vine of Eagle LLC dba Vine
Address: 127 W 2nd Street

Having considered the application of Brian Kunkel, Richard Bell, and Gary Elzweig, owners of Vine of Eagle LLC dba Vine for a Tavern License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on April 12, 2022, following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-101 et seq., C.R.S., and having considered all relevant and competent evidence admitted at the said public hearing, the Local Licensing Authority FINDS AS FOLLOWS:

1. There has not been a denial of an application at the same location by either the State or Local Licensing Authority within two (2) years preceding the date of the application.
2. The Applicant has submitted evidence that they are entitled to possession of the premises where the license is proposed to be exercised.
3. The premises where the Applicant proposes to sell alcohol is not in violation of the 500-foot limitation from any public or parochial school or the principal campus of any college, university or seminary.
4. The premises are properly zoned for the activity which will occur therein. Approval has or will be provided by the Building Official and Planning Department prior to issuance of State and Local Licenses.
5. The location has been previously decided by a preponderance of evidence that the reasonable requirements of the neighborhood and the desires of the adult inhabitants of the neighborhood are not currently being met by existing outlets.
6. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Brian Kunkel, Richard Bell, and Gary Elzweig, owners of Vine of Eagle LLC dba Vine for a new Tavern License is hereby GRANTED.

DATED this 12th day of April 2022

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk

Colorado Liquor Retail License Application

☒ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file			
All answers must be printed in black ink or typewritten Applicant must check the appropriate box(es) Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <i>Vine of Eagle LLC</i>			FEIN Number <i>87-4519490</i>
2a. Trade Name of Establishment (DBA) <i>Vine</i>		State Sales Tax Number <i>95061073</i>	Business Telephone <i>970-971-1288</i>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <i>127th W 2nd Street</i>			
City <i>Eagle</i>	County <i>Eagle</i>	State <i>CO</i>	ZIP Code <i>81631</i>
4. Mailing Address (Number and Street) <i>P.O. Box 1562</i>		City or Town <i>Eagle</i>	State <i>CO</i>
5. Email Address <i>bkunkefc26@gmail.com</i>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License
Present Expiration Date			
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License \$1,100.00 ☒ Application Fee for New License w/Concurrent Review \$1,200.00 ☐ Application Fee for Transfer \$1,100.00		☐ Liquor-Licensed Drugstore (County) \$312.50 ☐ Lodging & Entertainment - L&E (City) \$500.00 ☐ Lodging & Entertainment - L&E (County) \$500.00 ☐ Manager Registration - H & R \$75.00 ☐ Manager Registration - Tavern \$75.00 ☐ Manager Registration - Lodging & Entertainment \$75.00 ☐ Manager Registration - Campus Liquor Complex \$75.00 ☐ Optional Premises License (City) \$500.00 ☐ Optional Premises License (County) \$500.00 ☐ Racetrack License (City) \$500.00 ☐ Racetrack License (County) \$500.00 ☐ Resort Complex License (City) \$500.00 ☐ Resort Complex License (County) \$500.00 ☐ Related Facility - Campus Liquor Complex (City) \$160.00 ☐ Related Facility - Campus Liquor Complex (County) \$160.00 ☐ Related Facility - Campus Liquor Complex (State) \$160.00 ☐ Retail Gaming Tavern License (City) \$500.00 ☐ Retail Gaming Tavern License (County) \$500.00 ☐ Retail Liquor Store License-Additional (City) \$227.50 ☐ Retail Liquor Store License-Additional (County) \$312.50 ☐ Retail Liquor Store (City) \$227.50 ☐ Retail Liquor Store (County) \$312.50 ☒ Tavern License (City) \$500.00 ☐ Tavern License (County) \$500.00 ☐ Vintners Restaurant License (City) \$750.00 ☐ Vintners Restaurant License (County) \$750.00	
Section B Liquor License Fees*			
☐ Add Optional Premises to H & R \$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area \$75.00 ☐ Arts License (City) \$308.75 ☐ Arts License (County) \$308.75 ☐ Beer and Wine License (City) \$351.25 ☐ Beer and Wine License (County) \$436.25 ☐ Brew Pub License (City) \$750.00 ☐ Brew Pub License (County) \$750.00 ☐ Campus Liquor Complex (City) \$500.00 ☐ Campus Liquor Complex (County) \$500.00 ☐ Campus Liquor Complex (State) \$500.00 ☐ Club License (City) \$308.75 ☐ Club License (County) \$308.75 ☐ Distillery Pub License (City) \$750.00 ☐ Distillery Pub License (County) \$750.00 ☐ Hotel and Restaurant License (City) \$500.00 ☐ Hotel and Restaurant License (County) \$500.00 ☐ Hotel and Restaurant License w/one opt premises (City) \$600.00 ☐ Hotel and Restaurant License w/one opt premises (County) \$600.00 ☐ Liquor-Licensed Drugstore (City) \$227.50			
* Note that the Division will not accept cash			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Return originals to local authority (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☒ C. Separate diagram for each floor (if multiple levels) ☒ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☒ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☒ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☒ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☒ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☐ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☒ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization ☐ B. Certificate of Good Standing ☒ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application ☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☒ C. If owner is managing, no fee required

Name	Type of License	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes ☐ No ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		☐ ☒
b. Had an alcohol beverage license suspended or revoked?		☐ ☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		☐ ☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		☐ ☒
Waiver by local ordinance? ☐ ☐		
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☒
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☒
13 b. Are you a Colorado resident?		☒ ☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		☐ ☒
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		☒ ☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord <u>Jerry Butters Butters Investment LLC</u>	Tenant <u>Vine of Eagle LLC</u> <u>Brian Kunkel</u>	Expires <u>1/31/27</u>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		☐ ☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name _____	First Name _____	Date of Birth _____ FEIN or SSN _____ Interest/Percentage _____
Last Name _____	First Name _____	Date of Birth _____ FEIN or SSN _____ Interest/Percentage _____
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		☐ ☐
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		☐ ☒
If "yes" a copy of license must be attached.		

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	☐	☐		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	☐	☐		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	☐	☐		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	☐	☐		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	☐	☐		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
KUNKEL	BRIAN			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
	☐	☒		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
BRIAN KUNKEL	711 meadow Ct, Gypsum, CO	1/22/81	Manager	8.3
Richard Bell	333 Beard creek rd A#303 Edwards, CO	8/27/90	Manager	8.3
GARY Elzweig	144 Castle Peak Circle x 986, Edwards	11/22/55	Manager	83.4
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Name		Type of License	Account Number
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature <i>[Signature]</i>	Printed Name and Title BRIAN Kunkel Manager		Date 2/8/21
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority February 24, 2022		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) April 12, 2022	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority			
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?			Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?			☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?			☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for TOWN of Eagle		Telephone Number 970 328 9623	☒ Town, City ☐ County
Signature <i>[Signature]</i>	Print Scott Turnipseed	Title Mayor	Date
Signature <i>[Signature]</i>	Print Jenny Ravon	Title Town Clerk	Date

Castaway Scange
Class Meeting Session
Relinquition Station
Hunt Meeting Site
Dump Site
Ice Bin
Soda Cans
Keg Storage
Keg Bags
Trash Hoopades
Trove of Sale Station
Soaker System Control
Telephony/Cable Control
Tennis and Paddle Station

KEY TO ORIGINALLY DERIVED

Comments:

EXISTING PATIO

PRIVATE P. KINGLOT

BUTTERS INVESTMENTS LLC
115 BROADWAY ST EAGLE CO 81631

FLOOR PLAN AND TANK LAYOUT

EXERCISES	
EXERCISE	REMARKS
1	PLATE 1007 REPAIR - 1/4" DIA. W/ 1/4" SHOT OF 304 STAINLESS STEEL
2	1/4" DIA. 1/4" DIA.
3	1/4" DIA. 1/4" DIA.
4	1/4" DIA. 1/4" DIA.
5	1/4" DIA. 1/4" DIA.
6	1/4" DIA. 1/4" DIA.
7	1/4" DIA. 1/4" DIA.
8	1/4" DIA. 1/4" DIA.
9	1/4" DIA. 1/4" DIA.

Affidavit - Restrictions On Public Benefits

I, <u>Gray H. Elwood</u> , swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):	
☒ I am a United States citizen.	
☐ I am not a United States citizen but I am a Permanent Resident of the United States.	
☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.	
☐ I am a foreign national not physically present in the United States.	
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-6-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.	
Signature <u>Gray H. Elwood</u>	Date (MM/DD/YY) <u>2/9/22</u>

Affidavit - Restrictions On Public Benefits

I, Richard Bell, swear or affirm under penalty of perjury
under the laws of the State of Colorado that **(check one)**:

- ☒ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

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

Signature

Richard Bell

Date (MM/DD/YY)

02/08/2022

Affidavit - Restrictions On Public Benefits

I, Brian Kunkel, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- ☒ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

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

Signature

Brian Kunkel

Date (MM/DD/YY)

02/01/22

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <u>Vine</u>		Home Phone Number	Cellular Number <u>231-642-4400</u>	
2. Your Full Name (last, first, middle) <u>Bell, Richard, Thomas</u>		3. List any other names you have used <u>Rick</u>		
4. Mailing address (if different from residence) <u>Po Box 8896 avon co. 81620</u>		Email Address <u>Chefrickstr@gmail.com</u>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current <u>333 Beard Creek Road A#303</u>	<u>Edwards, Co, 81632</u>	<u>2014</u>	<u>2022</u>	
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<u>Hovey & Harrison</u>	<u>56 Edwards village Blvd #120</u> <u>Edwards, co, 81632</u>	<u>COOK</u>	<u>2021</u>	<u>2022</u>
<u>Bol</u>	<u>141 E meadow pr #113</u> <u>vail, co, 81657</u>	<u>Head Chef</u>	<u>2015</u>	<u>2021</u>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
		Traverse City, Michigan	☒ Yes ☐ No
e. If Naturalized, state	f. When	g. Name of District Court	
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color	o. Eye Color
6ft 10in	205	Brown	Blue
p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.		
Male	☒ Yes ☐ No # [redacted] State Colorado		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ [redacted]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [redacted]

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash/Check	Checking	Wells Fargo	[redacted]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature [Signature]	Print Signature Richard Bell	Title Chef/owner	Date 2/16/22
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Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business <i>Vine of Eagle LLC</i>		Home Phone Number	Cellular Number <i>970-471-1288</i>	
2. Your Full Name (last, first, middle) <i>KUNKEL, BRUN, JAMES</i>		3. List any other names you have used <i>N/A</i>		
4. Mailing address (if different from residence) <i>P.O. Box 1562, Eagle, CO 81631</i>		Email Address <i>BRUNKEL26@gmail.com</i>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		
Current <i>711 Meadow Ct</i>		<i>Gypsum, CO 81637</i>		From <i>1/4/21</i>
Previous <i>441 Washington Street</i>		<i>Eagle, CO 81631</i>		To <i>1/4/21</i>
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		
<i>E-Town</i>		<i>295 Main St, C104, Edward, CO 81622</i>		Position Held <i>Manager/Bartender</i>
<i>Bonfire Brewing</i>		<i>127th W 2nd Street, Eagle, CO 81631</i>		From <i>10/1/15</i>
				To <i>6/1/20</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

Residence CONT

559	Nelson Gulch Drive	Eagle, CO 81631	10/1/18	10/1/19
55	Christian Court	Eagle, CO 81631	10/1/17	10/1/18
22	Christian Court	Eagle, CO 81631	9/1/16	9/1/17
559	Nelson Gulch Drive	Eagle, CO 81631	9/1/14	9/1/16

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED] b. Social Security Number [REDACTED] c. Place of Birth Soda Springs, ID d. U.S. Citizen ☒ Yes ☐ No

e. If Naturalized, state where

f. When

g. Name of District Court

h. Naturalization Certificate Number i. Date of Certification j. If an Alien, Give Alien's Registration Card Number k. Permanent Residence Card Number

l. Height 5'6" m. Weight 150 n. Hair Color Grey o. Eye Color Blue p. Gender Male q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ [REDACTED]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [REDACTED]

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
<u>Cash / Check</u>	<u>Checking</u>	<u>1st BANK</u>	[REDACTED]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature [Signature] Print Signature BRIAN J. Kunkel Title Manager / OWNER Date 2/16/22

Individual History Record

To be completed by the following persons, as applicable: sole proprietors, general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business VINE of Eagle, LLC		Home Phone Number	Cellular Number 954-448-2591
2. Your Name (last, first, middle) Elzweig, Gary H.		3. List any other names you have used	
4. Mailing address of different from residence PO Box 986 Edwards CO 81632		Email Address gelzweig@vps100.com	
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number		City, State, Zip	From To
144 Castle Peak Gate		Edwards, CO 81632	
700 Grayhawk Ave		Plantation, FL 33324	2003 Present
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)			
Name of Employer or Business		Address (Street, Number, City, State, Zip)	Position Held From To
Universal Engineering Sciences, LLC		4205 Vineland Road, Suite 211	Orlando, FL 32811
		Vice Chairman	2019 Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No			
N/A			
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No			

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☒ Yes ☐ No

Misdemeanor over 30 years ago

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
[REDACTED]	[REDACTED]	<i>Brooklyn, NY</i>	☒ Yes ☐ No
e. If Naturalized, state where	f. When	g. Name of District Court	
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color	o. Eye Color
<i>5'7"</i>	<i>190</i>	<i>Brown</i>	<i>Hazel</i>
p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.		
<i>M</i>	☒ Yes ☐ No # _____ State <i>FL</i>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ [REDACTED]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [REDACTED]

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
<i>Cash</i>	<i>Checking</i>	<i>1st Bank</i>	[REDACTED]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Print Signature	Title	Date
<i>[Signature]</i>	<i>Gary H. Elweig</i>	<i>Manager</i>	<i>2/18/22</i>

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Vine of Eagle, LLC

is a

Limited Liability Company

formed or registered on 01/20/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221059263 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/09/2022 that have been posted, and by documents delivered to this office electronically through 02/10/2022 @ 13:39:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/10/2022 @ 13:39:30 in accordance with applicable law. This certificate is assigned Confirmation Number 13786342 .



Jena Griswold

Secretary of State of the State of Colorado

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

Tax Check Authorization, Waiver, and Request to Release Information

I, BRIAN KUNKEL am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Vine of Eagle LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>BRIAN KUNKEL / Vine of Eagle LLC</u>		Social Security Number/Tax Identification Number <u>[REDACTED] / 87-4519490</u>	
Address <u>127th W 2nd Street</u>			
City <u>Eagle</u>		State <u>CO</u>	Zip <u>81631</u>
Home Phone Number <u>(970) 471-1288</u>		Business/Work Phone Number <u>(970) 471-1288</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>BRIAN KUNKEL</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Brian Kunkel</u>			Date signed <u>2/8/21</u>
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

**PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – TAVERN LICENSE**

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **VINE OF EAGLE LLC dba VINE** dated February 24, 2022, requesting a Tavern License, located at 127 West 2nd Street, Eagle, Colorado 81631. Said hearing will be held on Tuesday, April 12, 2022, at 6:00 p.m. during a Town Council meeting held either virtual or at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

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PUBLISHED IN THE EAGLE VALLEY

ENTERPRISE THURSDAY, MARCH 17, 2022.



To: Mayor and Town Council

From: Jim White, Town Manager
Jill Kane, Finance Director

Date: April 12, 2022

Agenda Item: PUBLIC HEARING: Ordinance No 09, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts, and For the Purposes as Set Forth Below for the 2022 Budget Year."

REQUEST: Staff requests that the Council review proposed Ordinance 09, Series 2022 providing for a supplemental appropriation for the 2022 budget year.

BACKGROUND: The Council adopted the 2022 budget during the December 14, 2021, Council meeting. It has been the Town's historical practice to adopt a supplemental budget amendment to capture carryover projects from the prior year and recognize revisions to the budget that were not identified at the time the budget was originally adopted. The proposed supplemental budget amends the General Fund, Capital Improvements Fund, Water Fund, Waste Water Fund, Refuse Fund, Conservation Trust Fund, Open Space Fund, and DDA Fund. No additional changes have been made since the Council was presented with the proposed supplemental amendments during the March 22, 2022, Council meeting.

ANALYSIS: The attached spreadsheet titled, "Town wide Supplemental 2022 Budget Amendment Items" includes all proposed amendments. Staff has input into the amendments into following categories for your review:

- 2022 Supplemental Revenue Amendments
- 2022 Expenditure Amendments
 - Items previously presented to Council since the beginning of the year
 - Rollover items from 2021 that are either capital projects or one time spending
 - Additional Items that Council had not previously seen

The net requested 2022 budget amendments total \$800,405. \$416,086 of that amount are rollover items from 2021 and \$384,319 are for newly proposed items. In the attached Supplemental Budget, staff has included preliminary 2021 actuals to update beginning fund balance estimates for 2022. The increase to Town wide projected ending 2022 fund balances is \$1,681,255. The increase in budgeted expenditures for 2022 would be funded by these additional funds.

COMMUNITY INPUT: No public comment has been received to date on the 2022 budget amendments. A public hearing is scheduled for April 12, 2022, which will be publicly noticed on the Town's website and published in the Eagle Valley Enterprise prior to that date.

BUDGET / STAFF IMPACT: All 2022 supplemental budget amendment items have a budget and/or staff impact which is discussed in the analysis.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: A majority of 2022 proposed budget amendment items will allow staff to continue to move forward with projects that are geared towards major objectives prioritized by the Town Council.

The actual budget amendment reflects the Town’s “transparency and community engagement” guiding principle in which we strive to continue to build public trust by communicating in a timely manner and receiving feedback from the public concerning the Town’s budget and any amendments thereto.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Ordinance 09, Series 2022, “An Ordinance of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts, and For the Purposes as Set Forth Below for the 2022 Budget Year.”

ATTACHMENTS:

- Ordinance 09, Series 2022
- Town wide Supplemental 2022 Budget Amendment Items
- 2022 Budget – Supplemental Amendment No. 1

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 09
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, PROVIDING FOR A SUPPLEMENTAL APPROPRIATION OF FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS, AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE 2022 BUDGET YEAR.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF EAGLE, COLORADO THAT:

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2022 beginning January 1, 2022 and ending December 31, 2022, the sum of \$29,544,927 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes to wit:

GENERAL FUND

Operating Expenditures	\$10,812,766
Transfer to Other Funds	237,000
TOTAL GENERAL FUND	<u>\$11,049,766</u>

WATER FUND

Operating Expenditures	\$ 2,374,985
Capitla Expenditures	6,218,660
Debt Service	1,264,533
Transfer to Other Funds	89,473
TOTAL WATER FUND	<u>\$ 9,947,651</u>

WASTE WATER FUND

Operating Expenditures	\$ 1,752,334
Capital Expenditures	868,136
Debt Service	971,180
Transfer to Other Funds	64,806
TOTAL WASTE WATER FUND	<u>\$ 3,656,456</u>

REFUSE FUND

Operating Expenditures	\$ 661,600
Capital Expenditures	-
Transfer to Other Funds	20,000
TOTAL REFUSE FUND	<u>\$ 681,600</u>

STORMWATER FUND

Operating Expenditures	\$ 89,466
Capital Expenditures	-
Transfer to Other Funds	-
TOTAL STORMWATER FUND	<u>\$ 89,466</u>

CAPITAL IMPROVEMENTS FUND	
Operating Expenditures	\$ 2,524,767
Transfer to Other Funds	-
TOTAL CAPITAL IMPROVEMENTS FUND	<u>\$ 2,524,767</u>
SALES TAX CAPITAL IMPROVEMENT FUND	
Operating Expenditures	\$ 40,536
Capital Expenditures	655,331
Debt Service	321,438
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	<u>\$ 1,017,305</u>
CONSERVATION TRUST FUND	
Operating Expenditures	\$ 17,211
Transfer to Other Funds	-
TOTAL CONSERVATION TRUST FUND	<u>\$ 17,211</u>
OPEN SPACE PRESERVATION FUND	
Operating Expenditures	\$ 316,600
Capital Expenditures	141,250
Transfer to Other Funds	15,855
TOTAL OPEN SPACE PRESERVATION FUND	<u>\$ 473,705</u>
DOWNTOWN DEVELOPMENT AUTHORITY	
Operating Expenditures	\$ 87,000
Transfer to Other Funds	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY	<u>\$ 87,000</u>
GRAND TOTAL ALL FUNDS	<u>\$ 29,544,927</u>

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 12, 2022.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Town wide Supplemental 2022 Budget Amendments								
Fund	Department	Account	2021 Revised Budget	2021 Actual	2022	2022 Revised	Variance	Reason for Increase/Decrease
2022 Supplemental Budget Revenue Amendments								
General Fund		Police Grants (10-435-25)			7,925	16,470	8,545	Public Safety was awarded a grant from the Colorado Department of Public Safety, Division of Criminal Justice (2022-8W-22-05083) in the amount of \$8,545 to provide funding for local body-worn camera programs to comply with House Bill 21-1250 and Senate Bill 20-217. Staff will increase Police Grant revenue line item by this amount, corresponding expense is requested below.
DDA Fund		Transfer From General Fund(91-437-10)			-	87,000	87,000	Transfer funds from the General Fund to the DDA fund to cover the DDA expenses which are also being transferred from the General Fund.
Total 2022 Revenue Budget Changes							95,545	
2022 Supplemental Expenditure Amendments - Previously Presented to Council								
DDA Fund		Professional Services (91-50-347)			-	87,000	87,000	Staff is requesting that DDA expenses in the General Fund be moved to the DDA Fund with a revenue transfer from the General Fund to cover the DDA expenses since the Town will not receive property taxes for the DDA until 2023.
General Fund	General Government	Professional Services (10-50-347)			249,400	184,400	(65,000)	
General Fund	Town Council	Special Council Funding (10-49-450)			74,000	52,000	(22,000)	
General Fund		Transfer to DDA Fund (10-51-970)			-	87,000	87,000	Transfer funds from the General Fund to the DDA fund to cover the DDA expenses which are also being transferred from the General Fund.
General Fund	Marketing & Events	Event Production (10-58-410)			20,500	50,500	30,000	During the 2/8/22 Council meeting, the Council approved increasing the Events Production budget by \$30,000 to assist with funding Flight Days. The original \$20,500 amount includes \$2,500 for "Spruce up Eagle" and \$18,000 for Town event expenditures that require sponsorships in order to spend those funds.
General Fund	Town Council	Special Council Funding (10-49-450) / Community Requests (10-49-915)					-	There is \$100,000 in the 2022 budget for Economic Development in the Town Council Department budget. During the 3/8/22 Council meeting the Council approved a \$20,000 for solar rebate program through Walking Mountains and \$10,000 to the Eagle Chamber for the Director's Circle membership level. Staff recommends utilizing these funds at this time instead of pulling from the General Fund fund balance.
Water Fund		Contract Payments (52-59-395)			72,390	117,773	45,383	During the 2/8/22 Council meeting, the Council approved increasing Water and Wastewater Fund expenses for the SCADA 5 year lease by \$47,772. The increase was due to several factors including equipment price increases, subscription price increases, and a more robust
Waste Water Fund		Contract Payments (51-58-395)			42,488	44,877	2,389	
Capital Improvement Fund		Project THOR/Broadband (31-54-729)			50,000	127,697	77,697	The \$50,000 in the 2022 budget is to complete the Public Works Fiber connection and telecom shelter. Staff is requesting and additional \$77,697 for the following items: * During the 1/25/22 Council meeting, the Council approved a change order to the contract with NeuComm Solutions in the amount of \$57,797 to complete the migration of THOR telecom services from Town Hall to Public Works. * During the 2/22/22 Council meeting, the Council authorized staff to pursue completion of the Eagle Valley Library District Broadband connection if awarded the bid. Total estimated expenses for the project are \$19,900. Staff recommends increasing the budget by this amount to cover the costs.
Total 2022 Expense Budget Changes							242,469	

Town wide Supplemental 2022 Budget Amendments								
Fund	Department	Account	2021 Revised Budget	2021 Actual	2022	2022 Revised	Variance	Reason for Increase/Decrease
2022 Supplemental Expenditure Amendments - Rollovers from 2021 Capital Projects								
Conservation Trust Fund		Professional Services (71-50-347)	35,790	35,789	25,000	17,211	(7,789)	The total contract for the Open Space & Trails Master Plan is \$53,000. The amount was split between 2021 and 2022. SE group was able to complete more work in 2021 that originally anticipated. During the 2/8/22 Council meeting, Council approved reappropriating funds back to 2021 to cover expenses in 2021. Staff recommends reducing the 2022 budget by the amount transferred back to 2021.
General Fund	Buildings & Grounds	Capital Outlay (10-56-710)	17,565	12,308	-	2,500	2,500	In 2021 the B&G Capital Outlay budget included \$11,565 for a Meraki 48-port Switch and \$6,000 for Conference Room AV upgrades. The Conference rooms did not get fully completed. The conference room camera and cables were purchased for 2,023.84. Staff was still waiting on the two screens which will be delivered early in 2022. Staff requests rolling over \$2,500 for the conference room screens that were not purchased in 2021.
General Fund	Community Development	Professional Services (10-52-347)	112,500	53,038	233,500	287,360	53,860	Of the \$112,500 budgeted in professional services in 2021, \$80,000 was for the Clarion contract for land use code update. The full contract with Clarion is \$120,000. \$80,000 was budgeted in 2021 and \$40,000 was budgeted in 2022. In 2021 only \$26,140 was completed and paid to Clarion. Staff is requesting the remaining \$53,860 that went unspent be rolled into 2022.
General Fund	Streets	Street Resurfacing (10-54-361)	350,000	-	650,000	800,000	150,000	In order to keep the Town streets in a good state of repair the Town's street resurfacing study recommended spending \$700,000 annually. In 2017 the Council decided to fund \$400,000 and increase by \$50,000 annually until the Town is funding \$700,000 each year toward street resurfacing. In 2021 there was \$600,000 budgeted for: Sylvan Lake Road - Part 1 (lime Park Drive to MacDonald, Abrams Creek Road & Robins Egg Lane, and Violet Lane). The budget was reduced to \$350,000, however, due to staffing we were unable to get any resurfacing completed in 2021. Since resurfacing was not completed in 2021, it will push all street resurfacing projects by a year. Public works is recommending a rollover of \$150,000 from 2021 unspent funds for a total spending of \$800,000 in 2022. The rollover requested is due to oil inflation and the current cost of pavement and adding Grand Avenue which was not included in the original study, however currently requires pretty significant improvements.
Capital Improvement Fund		Town Hall Improvements (31-51-730)	117,000	70,320	503,000	543,000	40,000	The Town budgeted \$117,000 in Town Hall Improvements in 2021. \$40,000 of the \$117,000 was to fix the Town Hall Exterior walls. The project to fix the Town Hall exterior walls did not get started in 2021 and staff is requesting we rollover the funds to 2022.
Capital Improvement Fund		Public Art (31-51-752) / CDOT ROW at Gateway Beautification (31-52-726)	25,000	-	225,000	250,000	25,000	The Town had budgeted \$25,000 in 2021 and \$25,000 in 2022 (Total \$50,000) for the Art Wall. The project did not get started in 2021, staff is recommending that the \$25,000 be rolled over to 2022. With the amount rolled over from 2021 and the \$200,000 budgeted for CDOT ROW at Gateway Beautification, the ART Wall and Landscaping project will have a combined total of \$250,000 budgeted in 2022.
Capital Improvement Fund		Multi Purpose Truck (31-54-730)	380,000	349,157	103,000	133,000	30,000	The 2021 budget included a \$235,000 International plow truck and \$145,000 for two F-350 with plow package and one F-250. Public works purchased 3 light duty trucks in 2021 without any plow packages which created a \$30,000 savings. The 2022 budget includes one F-250 and one F-150, both without plow packages, for \$103,000. Public works is requesting to rollover the \$30,000 in order to purchased the 2 budgeted trucks with plow packages. Staff has received estimates of approximately \$70,000 for a truck with a plow package.
Waste Water Fund		Sewer Imaging (51-58-358)	150,000	97,585	150,000	220,000	70,000	The Town is required to clean and inspect 75,000 Linear Feet of ww lines annually. There are fewer vendors providing this service than prior years. Last year Staff was able to easily access and perform in house sewer imaging, however that will not be the case for 2022. Public Works recently received a quote of approximately \$220,000 for the services that will be required in 2022. Staff is requesting rolling over the remaining \$52,000 from 2021 as well as increasing the line item by an additional \$18,000.
Waste Water Fund		Tap Fee & Rate Study (51-58-368)	35,000	14,481	-	10,000	10,000	The Waste Water rate and tap fee study has been completed by Raftelis, however, they have not made a presentation to Council which might entail some additional meetings and work related to the outcome of those meetings. Staff requests rolling over \$10,000 of the \$20,519 in 2021 savings to ensure we have the funds to complete the work and make a recommendation for a modification to the fee schedule.
Water Fund		Capital Expenditures (52-59-711)	325,000	119,601	980,910	993,425	12,515	Of the \$325,000 in the revised 2021 budget, \$60,000 was for the water fill station. This project was not fully complete in 2021. Staff is requesting the remaining \$12,515 be rolled over to 2022 to complete the project.
Water Fund		Upper Basin Water Treatment Plant (52-59-757)	115,000	-	94,500	124,500	30,000	In 2021, of the \$115,000 budget, \$30,000 was to construct a bathroom at the UBWTP, this did not get accomplished and staff is requesting this project be rolled forward to 2022. The other \$85,000 budgeted in 2021 was for filter train valves which is a project that staff is not recommending we move forward with.
Total 2022 Expense Budget Changes							416,086	

Town wide Supplemental 2022 Budget Amendments								
Fund	Department	Account	2021 Revised Budget	2021 Actual	2022	2022 Revised	Variance	Reason for Increase/Decrease
2022 Supplemental Expenditure Amendments - Staff Requested Additional Amendments								
General Fund	Public Safety	Equipment and Supplies - Grant Funded (10-55-236)			1,800	10,345	8,545	Public Safety was awarded a grant from the Colorado Department of Public Safety, Division of Criminal Justice (2022-8W-22-05083) in the amount of \$8,545 to provide funding for local body-worn camera programs to comply with House Bill 21-1250 and Senate Bill 20-217. Staff requests an increase to PD's grant funded equipment and supplies account to purchase the equipment. This request has a neutral impact to the General Fund fund balance.
General Fund	Public Safety	Recruitment (10-55-343)			3,200	28,200	25,000	The quote received for a professional nationwide Police Chief search came in at approximately \$25,000. Staff requests that this amount is added to the 2022 budget.
General Fund	Buildings & Grounds	Contract Payments (10-56-395)			45,727	65,727	20,000	In 2020 and prior years the landscape maintenance contract budget for Broadway was \$25,000. In 2021 we added an additional \$15,000 to include Eby Creek roundabout islands, River Park weeding, and spring and fall cleaning. Staff did not have a quote prior to budget, however, would like to request a \$20,000 increase the landscaping maintenance services budget. \$10,000 to include the Brush Creek Pavilion and Information Center and an additional \$10,000 for restoration of dead/missing plants on Broadway and in the roundabouts.
General Fund	General Administration	Personnel Services			653,160	653,160	-	Staff is currently in the process of hiring for a new Admin Tech II. The position was intended to take over the administration of accounts payable, as well as assist with HR paperwork, filing, and onboarding. Per Brandy Reitter, this position was to be split 70% Finance and 30% Human Resources. After more deliberation the split changed to 50%/50%. This position will allow for regular task work to be shifted from the Senior Accountant and Finance Director to open up time to make process improvements, create policies, and continue to elevate and professionalize the finance department. Staff budgeted \$15,000 for additional recruiting services due to the number of positions added to the budget this year. However, staff has realized that it is not enough to fund the number of outstanding recruitments. HR also has budgeted to implement an HRIS system which currently staff does not have the bandwidth to implement. The impact to delaying or not staffing a full time position for HR is that recruitment and risk management may need to be decentralized and HR will be unable to focus on strategic initiatives and instead only handle transactional/administrative duties.The Town currently has 25-30 positions to hire in 2022. The Town strives to be a leader in policies and offerings. To manage new offerings such as paid family/caregiver leave, paid sabbaticals, continued maintenance on multiple benefits plans with HRA-HSA enhancements, HR needs administrative support to offer better internal and external customer service and keep up with recruitment and legislative demands. Paid Family (FAMLI) leave is a newly required state-run Paid Family and Medical Leave Insurance program passed in 2020 to begin with either: a. employee contributions by 1/2023 or b. organizations may opt out of the government requirement if they create a plan that is similar or more robust then the state-run plan. The town's goal was to create our own paid leave plan and not require the employees to contribute to the plan. After more evaluation and development of the budgeted admin position, Staff realized it is more more than a single position could handle. Staff is requests adding a full time Human Resources position and having the budgeted admin tech be full time Finance. The requested position would be budgeted at the same pay grade as the new budgeted Admin Tech. The full annual budgeted expense for an Admin Tech is approximately \$82,500. With the current open positions we will have enough salary saving in 2022 to fund both positions for a partial year. However, this would be an additional ongoing operating expense in the General Fund.
General Fund	Streets	Uniforms (10-54-225)			4,800	7,460	2,660	Towards the end of 2021, public works was working with the Town Manager on increasing the uniform budget for moral and recruitment purposes. Historically the Town has only provided shirts and hats to staff and every few years a new coat. The Town has not provided any boot or pant allowance for public works staff. On average, over the last five years, annual public works spending on uniforms has been approximately \$4,500 for the entire department. Public Works is requesting a uniform budget of \$1,200 for each year-round field employee, \$800 for year-round office employees, and \$225 for seasonal employees for a total annual public works uniform budget of \$29,000. Finance input a budget amount for all current full time field employees. However, finance missed budgeting for the office, seasonal, and newly budgeted employees. Staff is requesting an increase of \$10,350 to the 2022 budget to adjust for uniforms for the positions missed.
	Buildings & Grounds	Uniforms (10-56-225)			4,800	7,010	2,210	
	Engineering	Uniforms (10-59-225)			1,600	2,000	400	
Waste Water Fund		Uniforms (51-58-225)			2,400	4,540	2,140	
Water Fund		Uniforms (52-59-225)			4,000	6,340	2,340	
Refuse Fund		Uniforms (53-53-225)			250	225	(25)	
Open Space Fund		Uniforms (81-50-225)			800	1,425	625	

Town wide Supplemental 2022 Budget Amendments								
Fund	Department	Account	2021 Revised Budget	2021 Actual	2022	2022 Revised	Variance	Reason for Increase/Decrease
2022 Supplemental Expenditure Amendments - Staff Requested Additional Amendments (continued)								
								Staff is requesting the addition of an Upper Basin Water Treatment Plant (UBWTP) Facility Master Plan for \$150,000. The UBWTP filter trains 1, 2, and 3 are nearing 30 years of service and require either life cycle replacement or increased repair and rehabilitation costs. The filter trailer replacement was budgeted in 2021, however, went upsent since staff wanted to evaluate the entire facility prior to spending \$85,000. This project is intended to evaluate the current condition of the UBWTP from both an equipment and regulatory standpoint. Once the facility evaluation is complete the selected consultant and Town Staff will work to create a facility plan which will be used to plan and phase required improvements at the UBWTP for both the structures and process. There is a water billing audit currently budgeted at \$36,000 which staff would like to push to a future year, which would bring the additional request down to \$114,000.
Water Fund		Professional Services (52-59-347)			74,000	212,750	114,000	
Waste Water Fund		Professional Services (51-58-347)			-	24,750	24,750	During the 2/27/22 Council Meeting the Council approved the \$49,500 agreement with Yearout Energy for an investment grade audit report and energy performance contracting project. Although originally budgeted in the general fund, staff recommends this project be funded
Waste Water Fund		R&M Services (51-58-360)			40,000	50,000	10,000	Of the \$40,000 budgeted in 2022, \$10,000 was for Labor for infiltration repairs for pipes and manholes. The State is under the impression that the Town has Inflow and Infiltration (I&I) issues, which Staff does not think is the case, however they are requiring that we increase our spending to \$20,000 for inspections. Staff is requesting that we increase the R&M Services budget from \$40,000 to \$50,000 in 2022.
Total 2022 Expense Budget Changes							237,395	
Revenue:								
General Fund							8,545	
DDA Fund							87,000	
Total Budget Amendment Revenue Increase							95,545	
Expenditures:								
General Fund							295,175	
Capital Improvements Fund							172,697	
Water Fund							228,988	
Waste Water Fund							119,279	
Refuse Fund							(25)	
Conservation Trust Fund							(7,789)	
Open Space Fund							625	
DDA Fund							87,000	
Total Budget Amendment Expenditure increase							895,950	
Rollover Expenditures from 2022							\$ (416,086)	
Additional Requested 2022 Appropriation							\$ (384,319)	
Net Changes to 2022 Town wide Budget							\$ (800,405)	

2022 BUDGET - ALL FUNDS SUMMARY
Supplemental Amendment No. 1

	<u>2021 ACTUAL</u>	<u>2022 BUDGET</u>	<u>2022 REVISED</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
GENERAL FUND:				
BEGINNING FUND BALANCE	\$ 4,893,512	\$ 4,953,417	\$ 6,674,802	\$ 1,721,385
REVENUES	10,238,831	10,425,852	10,434,397	8,545
TRANSFERS-IN FROM OTHER FUNDS	20,000	190,134	190,134	-
EXPENDITURES	(6,287,541)	(10,604,591)	(10,812,766)	208,175
TRANSFERS-OUT TO OTHER FUNDS	(2,190,000)	(150,000)	(237,000)	87,000
ENDING FUND BALANCE	\$ 6,674,802	\$ 4,814,812	\$ 6,249,568	\$ 1,434,755
WATER FUND:				
BEGINNING FUND BALANCE	\$ 15,949,480	\$ 14,362,649	\$ 14,935,713	\$ 573,064
REVENUES	5,284,553	5,215,061	5,215,061	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(6,298,319)	(9,629,190)	(9,858,178)	228,988
TRANSFERS-OUT TO OTHER FUNDS	-	(89,473)	(89,473)	-
ENDING FUND BALANCE	\$ 14,935,713	\$ 9,859,047	\$ 10,203,123	\$ 344,076
WASTE WATER FUND:				
BEGINNING FUND BALANCE	\$ 7,143,385	\$ 8,145,906	\$ 8,151,936	\$ 6,030
REVENUES	3,095,472	3,491,530	3,491,530	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,086,922)	(3,472,371)	(3,591,650)	119,279
TRANSFERS-OUT TO OTHER FUNDS	-	(64,806)	(64,806)	-
ENDING FUND BALANCE	\$ 8,151,936	\$ 8,100,259	\$ 7,987,010	\$ (113,249)
REFUSE FUND:				
BEGINNING FUND BALANCE	\$ 256,059	\$ 262,028	\$ 268,192	\$ 6,164
REVENUES	668,026	684,914	684,914	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(635,893)	(661,625)	(661,600)	(25)
TRANSFERS-OUT TO OTHER FUNDS	(20,000)	(20,000)	(20,000)	-
ENDING FUND BALANCE	\$ 268,192	\$ 265,317	\$ 271,505	\$ 6,189
STORMWATER FUND:				
BEGINNING FUND BALANCE	\$ -	\$ 83,703	\$ 87,645	\$ 3,942
REVENUES	88,942	90,000	90,000	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(1,297)	(89,466)	(89,466)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 87,645	\$ 84,237	\$ 88,179	\$ 3,942

2022 BUDGET - ALL FUNDS SUMMARY

	<u>2021 ACTUAL</u>	<u>2022 BUDGET</u>	<u>2022 REVISED</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
CAPITAL IMPROVEMENTS FUND:				
BEGINNING FUND BALANCE	\$ 6,975,140	\$ 8,159,511	\$ 8,152,549	\$ (6,962)
REVENUES	724,414	873,853	873,853	-
TRANSFERS-IN FROM OTHER FUNDS	1,890,000	-	-	-
EXPENDITURES	(1,437,004)	(2,352,070)	(2,524,767)	172,697
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 8,152,549	\$ 6,681,294	\$ 6,501,635	\$ (179,659)
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND):				
BEGINNING FUND BALANCE	\$ 1,096,745	\$ 1,436,872	\$ 1,546,239	\$ 109,367
REVENUES	927,708	859,180	859,180	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(478,214)	(1,017,305)	(1,017,305)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 1,546,239	\$ 1,278,747	\$ 1,388,114	\$ 109,367
CONSERVATION TRUST FUND:				
BEGINNING FUND BALANCE	\$ 112,040	\$ 114,320	\$ 118,589	\$ 4,269
REVENUES	42,338	36,120	36,120	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(35,789)	(25,000)	(17,211)	(7,789)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 118,589	\$ 125,440	\$ 137,498	\$ 12,058
OPEN SPACE PRESERVATION FUND:				
BEGINNING FUND BALANCE	\$ 359,736	\$ 625,350	\$ 689,750	\$ 64,400
REVENUES	239,493	195,903	195,903	-
TRANSFERS-IN FROM OTHER FUNDS	300,000	150,000	150,000	-
EXPENDITURES	(209,479)	(457,225)	(457,850)	625
TRANSFERS-OUT TO OTHER FUNDS	-	(15,855)	(15,855)	-
ENDING FUND BALANCE	\$ 689,750	\$ 498,173	\$ 561,948	\$ 63,775
DOWNTOWN DEVELOPMENT AUTHORITY FUND:				
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	87,000	87,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	-	(87,000)	87,000
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
PARKING FEE IN LIEU FUND:				
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	-	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	-	-	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS:				
BEGINNING FUND BALANCE	\$ 36,786,097	\$ 38,143,756	\$ 40,625,416	\$ 2,481,660
REVENUES	21,309,776	21,872,413	21,967,958	95,545
TRANSFERS-IN FROM OTHER FUNDS	2,210,000	340,134	340,134	-
EXPENDITURES	(17,470,457)	(28,308,843)	(29,117,793)	808,950
TRANSFERS-OUT TO OTHER FUNDS	(2,210,000)	(340,134)	(427,134)	87,000
ENDING FUND BALANCE	\$ 40,625,416	\$ 31,707,326	\$ 33,388,581	\$ 1,681,255

GENERAL FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR: TABOR RESERVE	\$ 211,500	\$ 233,160	\$ 185,000	\$ (48,160)
NON-SPENDABLE: ¹	204,677	219,000	210,000	(9,000)
UNASSIGNED FUND BALANCE:	4,477,335	4,501,257	6,279,802	1,778,545
TOTAL FUND BALANCES (Beginning)	<u>\$ 4,893,512</u>	<u>\$ 4,953,417</u>	<u>\$ 6,674,802</u>	<u>\$ 1,721,385</u>
REVENUE				
Taxes	8,653,743	8,939,054	8,939,054	-
Licenses and Permits	415,173	397,940	397,940	-
Intergovernmental Revenue	745,285	717,433	717,433	-
Charges for Services	190,705	232,000	232,000	-
Fines & Forfeitures	69,758	95,425	103,970	8,545
Misc. Revenues	164,167	44,000	44,000	-
Transfers from Other Funds				-
From Water	-	89,473	89,473	-
From Wastewater	-	64,806	64,806	-
From Refuse	20,000	20,000	20,000	-
From Open Space	-	15,855	15,855	-
TOTAL REVENUE	<u>\$ 10,258,831</u>	<u>\$ 10,615,986</u>	<u>\$ 10,624,531</u>	<u>\$ 8,545</u>
TOTAL SOURCES	<u>\$ 15,152,343</u>	<u>\$ 15,569,403</u>	<u>\$ 17,299,333</u>	<u>\$ 1,729,930</u>
EXPENDITURES				
Town Council	246,211	240,383	218,383	(22,000)
General Government	369,235	659,898	594,898	(65,000)
General Administration	660,806	965,020	965,020	-
Information Technology	-	725,913	725,913	-
Community Development	809,499	1,429,105	1,482,965	53,860
Streets	906,223	1,807,948	1,960,608	152,660
Engineering	217,361	341,317	341,717	400
Buildings & Grounds	739,530	1,146,109	1,170,819	24,710
Public Safety	1,983,948	2,705,097	2,738,642	33,545
Municipal Court	76,448	81,180	81,180	-
Information Center	33,347	47,910	47,910	-
Marketing & Events	244,932	454,711	484,711	30,000
TOTAL EXPENDITURES	<u>\$ 6,287,541</u>	<u>\$ 10,604,591</u>	<u>\$ 10,812,766</u>	<u>\$ 208,175</u>
TRANSFERS TO OTHER FUNDS				
Transfer to Open Space Fund	300,000	150,000	150,000	-
Transfer to DDA Fund	-	-	87,000	87,000
Transfer to Capital Improvements Fund	1,890,000	-	-	-
TOTAL TRANSFERS TO OTHER FUNDS	<u>\$ 2,190,000</u>	<u>\$ 150,000</u>	<u>\$ 237,000</u>	<u>\$ 87,000</u>
TOTAL EXPENDITURES & TRANSFERS	<u>\$ 8,477,541</u>	<u>\$ 10,754,591</u>	<u>\$ 11,049,766</u>	<u>\$ 295,175</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 1,781,290</u>	<u>\$ (138,605)</u>	<u>\$ (425,235)</u>	<u>\$ (286,630)</u>
FUND BALANCES (Ending):				
RESTRICTED FOR: TABOR RESERVE	185,000	312,198	318,443	6,245
NON-SPENDABLE: ¹	210,000	219,000	219,000	-
UNASSIGNED FUND BALANCE: ²	6,279,802	4,283,614	5,712,125	1,428,510
TOTAL FUND BALANCES (Ending)	<u>\$ 6,674,802</u>	<u>\$ 4,814,812</u>	<u>\$ 6,249,568</u>	<u>\$ 1,434,755</u>

¹ Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership

² It is the Town's practice to have the unassigned fund balance for the General Fund to total approximately 25% of total expenditures not including transfers to other funds. The amended 2022 budget's unassigned fund balance is currently at 52.83%.

Note:

The Town received \$877,965 in ARPA funds in 2021 and will receive an additional \$877,965 in 2022. Town Council will prioritize future projects for utilization of the funds which will be recognized as revenue in the same year as the expenditure. It is currently recorded as a unearned

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
TAXES				
10-431-10 General Property Tax	\$ 350,840	\$ 385,512	\$ 385,512	\$ -
10-431-20 Specific Ownership Tax	19,702	20,000	20,000	-
10-431-30/3 Sales Tax	7,849,632	8,117,242	8,117,242	-
10-431-44 Severance Tax	21	350	350	-
10-431-45 Federal Mineral Tax	161	250	250	-
10-431-50 Franchise Tax	205,161	220,000	220,000	-
10-431-60 Marketing Lodging Tax	228,226	195,700	195,700	-
TOTAL TAXES	\$ 8,653,743	\$ 8,939,054	\$ 8,939,054	\$ -
LICENSES & PERMITS				
10-432-10 Business Licenses	\$ 39,875	\$ 44,000	\$ 44,000	\$ -
10-432-12 Liquor Licenses	3,608	4,800	4,800	-
10-432-13 Marijuana Licenses	7,000	6,000	6,000	-
10-432-15 Marketing Fee	3,840	5,240	5,240	-
10-432-20 Building Permits	324,366	300,000	300,000	-
10-432-27 Electrical Permits	27,874	30,000	30,000	-
10-432-30 Road Cut Permits	7,860	7,000	7,000	-
10-432-35 Sign Permits	500	650	650	-
10-432-40 Special Event Permits	250	250	250	-
TOTAL LICENSES & PERMITS	\$ 415,173	\$ 397,940	\$ 397,940	\$ -
INTERGOVERNMENTAL REVENUE				
10-433-20 Motor Vehicle License Fee	\$ 34,047	\$ 31,000	\$ 31,000	\$ -
10-433-30 Highway Users Tax	275,689	258,459	258,459	-
10-433-40 Cigarette Tax	-	-	-	-
10-433-60 Road & Bridge Tax	101,987	100,000	100,000	-
10-433-70 County Sales Tax	232,041	231,000	231,000	-
10-433-75 Grants	101,520	45,000	45,000	-
10-433-85 Intergovernmental Contributions	-	51,974	51,974	-
TOTAL INTERGOVERNMENTAL REVENUES	\$ 745,285	\$ 717,433	\$ 717,433	\$ -
CHARGES FOR SERVICES				
10-434-10 Planning & Zoning Fees	\$ 16,528	\$ 23,000	\$ 23,000	\$ -
10-434-20 Planning & Zoning Reimbursable	105,102	159,000	159,000	-
10-434-25 Facility Usage Fees	51,190	40,000	40,000	-
10-434-26 Facility Usage Deposits	3,560	-	-	-
10-434-30 Sponsorship & Event Fees	5,790	10,000	10,000	-
10-434-32 Broadband Service Charges	8,535	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 190,705	\$ 232,000	\$ 232,000	\$ -
FINES & FORFEITURES				
10-435-10 Fines & Forfeits	\$ 34,053	\$ 40,000	\$ 40,000	\$ -
10-435-15 Police Surcharge	7,018	5,000	5,000	-
10-435-20 Police Miscellaneous	6,760	3,500	3,500	-
10-435-25 Police Grants	11,218	7,925	16,470	8,545
10-435-30 Special Duty Reimbursable	10,709	39,000	39,000	-
TOTAL FINES & FORFEITS	\$ 69,758	\$ 95,425	\$ 103,970	\$ 8,545

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
MISCELLANEOUS REVENUE				
10-436-10 General Interest	\$ 3,564	\$ 9,000	\$ 9,000	\$ -
10-436-17 Penalty & Interest	1,265	-	-	-
10-436-50 Rental Income	16,963	20,000	20,000	-
10-436-70 Other Miscellaneous Revenue	129,507	15,000	15,000	-
10-436-78 Insurance Proceeds	9,652	-	-	-
10-436-80 Reimbursable Revenue - Other	2,540	-	-	-
10-436-94 Impact Fees Administration Fees	676	-	-	-
TOTAL MISCELLANEOUS REVENUE	\$ 164,167	\$ 44,000	\$ 44,000	\$ -
TRANSFERS FROM OTHER FUNDS				
10-437-20 Water - Computer Support	\$ -	\$ 89,473	\$ 89,473	\$ -
10-437-30 Wastewater - Computer Support	-	64,806	64,806	-
10-437-40 General Admin. Refuse	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
10-437-80 Open Space - Computer Support	-	15,855	15,855	-
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 20,000	\$ 174,279	\$ 174,279	\$ -
TOTAL GENERAL FUND REVENUES	\$ 10,258,831	\$ 10,600,131	\$ 10,608,676	\$ 8,545

FUND: GENERAL
DEPT: TOWN COUNCIL

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 43,683	\$ 49,315	\$ 49,315	\$ -
SUPPLIES	167	-	-	-
CHARGES FOR SERVICES	25,801	16,250	16,250	-
DISCRETIONARY FUNDING	175,836	174,000	152,000	(22,000)
FIXED CHARGES	724	818	818	-
TOTAL EXPENDITURES	\$ 246,211	\$ 240,383	\$ 218,383	\$ (22,000)

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 188,363	\$ 286,415	\$ 286,415	\$ -
SUPPLIES	3,380	800	800	-
CHARGES FOR SERVICES	156,059	351,101	286,101	(65,000)
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	21,432	21,582	21,582	-
TOTAL EXPENDITURES	\$ 369,235	\$ 659,898	\$ 594,898	\$ (65,000)

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 441,313	\$ 653,160	\$ 653,160	\$ -
SUPPLIES	10,691	10,863	10,863	-
CHARGES FOR SERVICES	197,804	285,419	285,419	-
FIXED CHARGES	10,997	15,578	15,578	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 660,806	\$ 965,020	\$ 965,020	\$ -

FUND: GENERAL
DEPT: INFORMATION TECHNOLOGY

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ 108,820	\$ 108,820	\$ -
SUPPLIES	-	83,000	83,000	-
CHARGES FOR SERVICES	-	534,093	534,093	-
FIXED CHARGES	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 725,913	\$ 725,913	\$ -

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 573,281	\$ 928,761	\$ 928,761	\$ -
SUPPLIES	7,975	6,800	6,800	-
CHARGES FOR SERVICES	225,779	490,760	544,620	53,860
FIXED CHARGES	2,464	2,784	2,784	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 809,499	\$ 1,429,105	\$ 1,482,965	\$ 53,860

FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 500,603	\$ 641,569	\$ 641,569	\$ -
SUPPLIES	130,551	165,870	168,530	2,660
CHARGES FOR SERVICES	260,433	983,970	1,133,970	150,000
FIXED CHARGES	14,636	16,539	16,539	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 906,223	\$ 1,807,948	\$ 1,960,608	\$ 152,660

FUND:GENERAL
DEPT: ENGINEERING

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 200,355	\$ 307,456	\$ 307,456	\$ -
SUPPLIES	3,406	12,200	12,600	400
CHARGES FOR SERVICES	11,599	19,400	19,400	-
FIXED CHARGES	2,001	2,261	2,261	-
TOTAL EXPENDITURES	\$ 217,361	\$ 341,317	\$ 341,717	\$ 400

<u>SUMMARY OF EXPENDITURES</u>	<u>ACTUAL 2021</u>	<u>BUDGET 2022</u>	<u>REVISED 2022</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
PERSONNEL SERVICES	\$ 390,637	\$ 606,352	\$ 606,352	\$ -
SUPPLIES	91,571	123,072	125,282	2,210
CHARGES FOR SERVICES	199,463	365,211	385,211	20,000
FIXED CHARGES	45,552	51,474	51,474	-
CAPITAL OUTLAY	12,308	-	2,500	2,500
TOTAL EXPENDITURES	<u>\$ 739,530</u>	<u>\$ 1,146,109</u>	<u>\$ 1,170,819</u>	<u>\$ 24,710</u>

<u>SUMMARY OF EXPENDITURES</u>	<u>ACTUAL 2021</u>	<u>BUDGET 2022</u>	<u>REVISED 2022</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
PERSONNEL SERVICE	\$ 1,481,121	\$ 2,158,703	\$ 2,158,703	\$ -
SUPPLIES	88,460	102,051	110,596	8,545
CHARGES FOR SERVICES	372,395	399,143	424,143	25,000
FIXED CHARGES	41,972	45,200	45,200	-
TOTAL EXPENDITURES	<u>\$ 1,983,948</u>	<u>\$ 2,705,097</u>	<u>\$ 2,738,642</u>	<u>\$ 33,545</u>

FUND:GENERAL
DEPT: MUNICIPAL COURT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 38,924	\$ 43,915	\$ 43,915	\$ -
SUPPLIES	256	1,200	1,200	-
CHARGES FOR SERVICES	37,117	35,893	35,893	-
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	151	172	172	-
TOTAL EXPENDITURES	\$ 76,448	\$ 81,180	\$ 81,180	\$ -

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 28,482	\$ 37,594	\$ 37,594	\$ -
SUPPLIES	-	9,450	9,450	-
CHARGES FOR SERVICES	4,762	750	750	-
FIXED CHARGES	103	116	116	-
TOTAL EXPENDITURES	\$ 33,347	\$ 47,910	\$ 47,910	\$ -

FUND: GENERAL
DEPT: MARKETING & EVENTS

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 159,082	\$ 202,314	\$ 202,314	\$ -
SUPPLIES	415	9,950	9,950	-
CHARGES FOR SERVICES	83,933	240,750	270,750	30,000
FIXED CHARGES	1,502	1,697	1,697	-
TOTAL EXPENDITURES	\$ 244,932	\$ 454,711	\$ 484,711	\$ 30,000

WATER FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
DEBT SERVICE ¹	\$ 649,478	\$ 768,226	\$ 697,884	\$ (70,342)
ASSIGNED FUND BALANCE	15,300,002	13,594,423	14,237,829	643,406
TOTAL FUND BALANCES (Beginning)	\$ 15,949,480	\$ 14,362,649	\$ 14,935,713	\$ 573,064
REVENUE				
Operating Revenues	\$ 4,453,940	\$ 4,471,561	\$ 4,471,561	\$ -
Interest on Investments	5,167	6,500	6,500	-
Other Revenue	103,520	87,000	87,000	-
Prepaid Plant Investment Fees	-	-	-	-
Plant Investment Fees (Tap Fees)	721,927	650,000	650,000	-
Loan Proceeds	-	-	-	-
Intergovernmental Contributions	-	-	-	-
Water System Imp Fees E.R.	-	-	-	-
Water Miscellaneous Revenue	-	-	-	-
Water Rights, Cash in Lieu	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 5,284,553	\$ 5,215,061	\$ 5,215,061	\$ -
TOTAL SOURCES	\$ 21,234,032	\$ 19,577,710	\$ 20,150,774	\$ 573,064
EXPENDITURES				
Operating Expenditures	\$ 1,525,260	\$ 2,188,512	\$ 2,374,985	\$ 186,473
Capital Expenditures	3,506,782	6,176,145	6,218,660	42,515
Debt Service	1,266,276	1,264,533	1,264,533	-
Transfers-Out	-	89,473	89,473	-
TOTAL EXPENDITURES	\$ 6,298,319	\$ 9,718,663	\$ 9,947,651	\$ 228,988
NET SOURCE (USE) OF FUNDS	\$ (1,013,766)	\$ (4,503,602)	\$ (4,732,590)	\$ (228,988)
FUND BALANCES (Ending):				
RESTRICTED FOR:				
DEBT SERVICE ¹	\$ 697,884.14	\$ 863,261	\$ 909,879	\$ 46,618
ASSIGNED FUND BALANCE	14,237,829	8,995,786	9,293,244	297,458
TOTAL FUND BALANCE (Ending)	\$ 14,935,713	\$ 9,859,047	\$ 10,203,123	\$ 344,076

¹ Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintenance expenses (not to exceed \$1,250,000)

FUND: WATER

DETAIL OF REVENUES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
52-434-70 Debt Service Surcharge	\$ 468,440	\$ 461,900	\$ 461,900	\$ -
52-434-80 Water Sales - In Town	3,461,874	3,488,026	3,488,026	-
52-434-83 Water Sales - Out Of Town	523,625	521,635	521,635	-
52-434-85 Water Materials/Other	86,640	75,000	75,000	-
52-434-90 Plant Investment Fees (Tap Fees)	721,927	650,000	650,000	-
52-434-91 Water System Imp. Fees E.R.	-	-	-	-
52-434-92 Plant Investment Fees (Prepaid)	-	-	-	-
52-434-95 Cash-In-Lieu Of Water Rights	-	-	-	-
52-436-50 Water Interest	4,673	6,000	6,000	-
52-436-60 Water Rights Interest	493	500	500	-
52-436-65 Nwcog Grant	-	-	-	-
52-436-75 Service Charge	16,880	12,000	12,000	-
52-436-80 Reimbursable Income	-	-	-	-
52-436-91 Loan Proceeds	-	-	-	-
52-436-92 Bond Premium	-	-	-	-
52-436-94 Intergovernmental Contribution	-	-	-	-
52-436-95 Water Miscellaneous Revenue	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 5,284,553	\$ 5,215,061	\$ 5,215,061	\$ -

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 755,716	\$ 994,490	\$ 994,490	\$ -
SUPPLIES	315,719	321,683	324,023	2,340
CHARGES FOR SERVICES	407,964	770,516	954,649	184,133
FIXED CHARGES	45,861	51,823	51,823	-
CAPITAL EXPENDITURES	3,506,782	6,176,145	6,218,660	42,515
DEBT SERVICE	1,266,276	1,264,533	1,264,533	-
CONTINGENCY	-	50,000	50,000	-
TRANSFER TO OTHER FUNDS	-	89,473	89,473	-
TOTAL EXPENDITURES	\$ 6,298,319	\$ 9,718,663	\$ 9,947,651	\$ 228,988

UTILITY (WASTE WATER) FUND SUMMARY	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
RATE STABILIZATION ACCOUNT ¹	\$ 310,899	\$ 382,548	\$ 284,212	\$ (98,336)
ASSIGNED FUND BALANCE	\$ 6,832,486	\$ 7,763,358	\$ 7,867,723	\$ 104,365
TOTAL FUND BALANCES (Beginning)	\$ 7,143,385	\$ 8,145,906	\$ 8,151,936	\$ 6,030
REVENUE				
Operating Revenues	\$ 2,767,434	\$ 2,936,530	\$ 2,936,530	\$ -
Interest on Investments	3,038	5,000	5,000	-
Taxes	-	-	-	-
Plant Investment Fees (Tap Fees)	325,000	550,000	550,000	-
Loan Proceeds	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 3,095,472	\$ 3,491,530	\$ 3,491,530	\$ -
TOTAL SOURCES	\$ 10,238,857	\$ 11,637,436	\$ 11,643,466	\$ 6,030
EXPENDITURES				
Operating Expenditures	\$ 1,136,849	\$ 1,633,055	\$ 1,752,334	\$ 119,279
Capital Expenditures	9,787	868,136	868,136	-
Debt Service	940,286	971,180	971,180	-
Transfers-Out	-	64,806	64,806	-
TOTAL EXPENDITURES	\$ 2,086,922	\$ 3,537,177	\$ 3,656,456	\$ 119,279
NET SOURCE (USE) OF FUNDS	\$ 1,008,551	\$ (45,647)	\$ (164,926)	\$ (119,279)
FUND BALANCES (Ending):				
RESTRICTED FOR:				
RATE STABILIZATION ACCOUNT ¹	\$ 284,212	\$ 424,465	\$ 454,285	\$ 29,820
ASSIGNED FUND BALANCE	7,867,723	7,675,794	7,532,725	(143,069)
FUND BALANCE (Ending)	\$ 8,151,936	\$ 8,100,259	\$ 7,987,010	\$ (113,249)

¹ Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

FUND: WASTEWATER

DETAIL OF REVENUES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
51-434-70 Service Fees	\$ 2,767,434	\$ 2,936,530	\$ 2,936,530	\$ -
51-431-15 Loan Payment Mill Levy 1	-	-	-	-
51-434-85 Other Income	-	-	-	-
51-436-50 Interest Income	3,038	5,000	5,000	-
51-434-90 Plant Investment Fees (Tap Fees)	325,000	550,000	550,000	-
51-436-60 Loan Proceeds	-	-	-	-
51-436-69 Miscellaneous	-	-	-	-
51-436-78 Insurance Proceeds	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 3,095,472	\$ 3,491,530	\$ 3,491,530	\$ -

FUND: WASTEWATER

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 522,462	\$ 712,989	\$ 712,989	\$ -
SUPPLIES	74,809	134,087	136,227	(2,140)
CHARGES FOR SERVICES	505,411	697,152	814,291	(117,139)
FIXED CHARGES	34,167	38,827	38,827	-
CAPITAL OUTLAY	9,787	868,136	868,136	-
DEBT SERVICE	940,286	971,180	971,180	-
CONTINGENCY	-	50,000	50,000	-
TRANSFER TO OTHER FUNDS	-	64,806	64,806	-
TOTAL EXPENDITURES	\$ 2,086,922	\$ 3,537,177	\$ 3,656,456	\$ (119,279)

REFUSE FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ 256,059	\$ 262,028	\$ 268,192	\$ 6,164
TOTAL FUND BALANCES (Beginning)	\$ 256,059	\$ 262,028	\$ 268,192	\$ 6,164
REVENUE				
Operating Revenues	\$ 667,922	\$ 684,794	\$ 684,794	\$ -
Non-Operating Revenues	104	120	120	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 668,026	\$ 684,914	\$ 684,914	\$ -
TOTAL SOURCES	\$ 924,085	\$ 946,942	\$ 953,106	\$ 6,164
EXPENDITURES				
Operating Expenditures	\$ 635,893	\$ 661,625	\$ 661,600	\$ (25)
Capital Expenditures	-	-	-	-
Transfers-Out	20,000	20,000	20,000	-
TOTAL EXPENDITURES	\$ 655,893	\$ 681,625	\$ 681,600	\$ (25)
NET SOURCE (USE) OF FUNDS	\$ 12,133	\$ 3,289	\$ 3,314	\$ 25
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ 268,192	\$ 265,317	\$ 271,505	\$ 6,189
TOTAL FUND BALANCE (Ending)	\$ 268,192	\$ 265,317	\$ 271,505	\$ 6,189

<u>DETAIL OF REVENUES</u>		ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
OPERATING REVENUES					
53-434-40	SERVICE FEES	\$ 600,937	\$ 618,244	\$ 618,244	\$ -
53-434-50	YARDWASTE/RECYCLE CENTER FEE	41,212	41,050	41,050	-
53-434-60	ADMINISTRATIVE FEE	25,773	25,500	25,500	-
	OPERATING REVENUES	\$ 667,922	\$ 684,794	\$ 684,794	\$ -
NON-OPERATING REVENUES					
53-436-50	INTEREST INCOME	\$ 104	\$ 120	\$ 120	\$ -
53-436-70	MISCELLANEOUS REVENUE	-	-	-	-
	NON-OPERATING REVENUES	\$ 104	\$ 120	\$ 120	\$ -
TRANSFERS					
53-437-30	TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ -
	TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -
	TOTAL REVENUES	\$ 668,026	\$ 684,914	\$ 684,914	\$ -

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 8,853	\$ 10,817	\$ 10,817	\$ -
SUPPLIES	48	750	725	25
CHARGES FOR SERVICES	626,777	649,815	649,815	-
FIXED CHARGES	215	243	243	-
CAPITAL EXPENDITURES	-	-	-	-
TRANSFERS TO OTHER FUNDS	20,000	20,000	20,000	-
TOTAL EXPENDITURES	\$ 655,893	\$ 681,625	\$ 681,600	\$ 25

STORMWATER FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ -	\$ 83,703	\$ 87,645	\$ 3,942
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ 83,703</u>	<u>\$ 87,645</u>	<u>\$ 3,942</u>
REVENUE				
Operating Revenues	\$ 88,942	\$ 90,000	\$ 90,000	\$ -
Non-Operating Revenues	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	<u>\$ 88,942</u>	<u>\$ 90,000</u>	<u>\$ 90,000</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ 88,942</u>	<u>\$ 173,703</u>	<u>\$ 177,645</u>	<u>\$ 3,942</u>
EXPENDITURES				
Operating Expenditures	\$ 1,297	\$ 89,466	\$ 89,466	\$ -
Capital Expenditures	-	-	-	-
Transfers-Out	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,297</u>	<u>\$ 89,466</u>	<u>\$ 89,466</u>	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 87,645</u>	<u>\$ 534</u>	<u>\$ 534</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ 87,645	\$ 84,237	\$ 88,179	\$ 3,942
TOTAL FUND BALANCE (Ending)	<u>\$ 87,645</u>	<u>\$ 84,237</u>	<u>\$ 88,179</u>	<u>\$ 3,942</u>

DETAIL OF REVENUES**OPERATING REVENUES**

55-434-40 Service Fees

OPERATING REVENUES**NON-OPERATING REVENUES**

55-436-10 Interest Income

55-436-70 Miscellaneous Revenues

NON-OPERATING REVENUES**TRANSFERS**

55-437-10 Transfer From General Fund

TOTAL TRANSFERS**TOTAL REVENUES**

ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
\$ 88,942	\$ 90,000	\$ 90,000	\$ -
-	-	-	-
-	-	-	-
\$ 88,942	\$ 90,000	\$ 90,000	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 88,942	\$ 90,000	\$ 90,000	\$ -

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -
SUPPLIES	\$ -	\$ -	\$ -	\$ -
CHARGES FOR SERVICES	1,297	89,466	89,466	-
CAPITAL EXPENDITURES	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	-	-	-
TOTAL EXPENDITURES	\$ 1,297	\$ 89,466	\$ 89,466	\$ -

CAPITAL IMPROVEMENTS FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
COMMUNITY ENHANCEMENT	\$ 269,124	\$ 317,374	\$ 317,335	\$ (39)
TRANSPORTATION EXPENDITURES	1,667,801	1,670,801	1,668,606	(2,195)
ASSIGNED FOR:				-
GRAND AVENUE	2,780,000	4,350,806	3,750,371	(600,435)
OTHER CAPITAL PROJECTS	2,258,215	1,820,530	2,416,238	595,708
TOTAL FUND BALANCES (Beginning)	\$ 6,975,140	\$ 8,159,511	\$ 8,152,549	\$ (6,962)
REVENUE				
31-430-45 Capital Improvement Interest	\$ 2,504	\$ 3,949	\$ 3,949	\$ -
31-430-46 Community Enhancement Interest	84	222	222	-
31-430-47 Devolution & Transportation Interest	805	1,170	1,170	-
31-430-50 Community Enhancement ¹	48,126	49,440	49,440	-
31-430-74 Developer Contribution to Grand Ave.	-	340,000	340,000	-
31-430-77 Eagle County Contributions	-	-	-	-
31-430-84 Public Safety Impact Fees	905	82,304	82,304	-
31-430-85 Street Impact Fees	29,464	7,632	7,632	-
31-430-86 Use Tax	511,275	389,136	389,136	-
31-430-87 Grants	131,250	-	-	-
31-437-10 Transfer from General Fund	1,890,000	-	-	-
TOTAL REVENUE	\$ 2,614,414	\$ 873,853	\$ 873,853	\$ -
TOTAL SOURCES	\$ 9,589,554	\$ 9,033,364	\$ 9,026,402	\$ (6,962)
EXPENDITURES				
Capital Expenditures	\$ 1,437,004	\$ 2,352,070	\$ 2,524,767	\$ 172,697
Transfers to Other Funds	-	-	-	-
TOTAL EXPENDITURES	\$ 1,437,004	\$ 2,352,070	\$ 2,524,767	\$ 172,697
NET SOURCE (USE) OF FUNDS	\$ 1,177,409	\$ (1,478,217)	\$ (1,650,914)	\$ (172,697)
FUND BALANCES (Ending):				
RESTRICTED FOR:				
COMMUNITY ENHANCEMENT	\$ 317,335	\$ 367,036	\$ 366,997	\$ (39)
TRANSPORTATION EXPENDITURES	1,668,606	1,671,971	1,669,776	(2,195)
ASSIGNED FOR: CAPITAL PROJECTS:				
GRAND AVENUE	3,750,371	4,290,806	4,090,371	(200,435)
OTHER CAPITAL PROJECTS	2,416,238	351,481	374,492	23,011
TOTAL FUND BALANCES (Ending):	\$ 8,152,549	\$ 6,681,294	\$ 6,501,635	\$ (179,659)

¹ Per Holy Cross 2010 Franchise agreement

DETAIL CAPITAL EXPENDITURES

		ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
BLDGS, PARKS & OPEN SPACE					
31-51-724	Pool and Ice Capital Improvements Funding	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
31-51-730	Town Hall Improvements	70,320	503,000	543,000	40,000
31-51-745	Town Parks Improvements	10,611	20,000	20,000	-
31-51-750	Town Shop Improvements	4,790	107,700	107,700	-
31-51-752	Public Art	-	25,000	50,000	25,000
	TOTAL BLDGS, PARKS & OPEN SPACE	\$ 135,721	\$ 705,700	\$ 770,700	\$ 65,000
STREETS & RIGHTS-OF-WAY					
31-52-712	R-O-W Improvements	\$ -	\$ 138,600	\$ 138,600	\$ -
31-52-726	CDOT ROW at Gateway Beautification	-	200,000	200,000	-
31-52-737	Traffic Control Improvements	-	89,250	89,250	-
31-52-780	Grand Avenue Improvements	419,629	400,000	400,000	-
	TOTAL STREETS & RIGHTS-OF-WAY	\$ 419,629	\$ 827,850	\$ 827,850	\$ -
EQUIPMENT					
31-54-715	Street Sweeper	\$ -	\$ 309,000	\$ 309,000	\$ -
31-54-730	Multipurpose Truck	349,157	103,000	133,000	30,000
31-54-729	Project THOR	409,114	50,000	127,697	77,697
31-54-780	Mower	-	41,200	41,200	-
31-55-715	Police Equipment	-	25,259	25,259	-
31-55-724	Patrol Vehicles	123,382	290,061	290,061	-
	TOTAL EQUIPMENT	\$ 881,654	\$ 818,520	\$ 926,217	\$ 107,697
	TOTAL EXPENDITURES	\$ 1,437,004	\$ 2,352,070	\$ 2,524,767	\$ 172,697

SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND) SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ -
CAPITAL IMPROVEMENTS	-	-	-	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	935,126	1,275,253	1,384,620	109,367
TOTAL FUND BALANCES (Beginning)	<u>\$ 1,096,745</u>	<u>\$ 1,436,872</u>	<u>\$ 1,546,239</u>	<u>\$ 109,367</u>
REVENUE				
61-431-30 Sales Tax	\$ 868,929	\$ 853,300	\$ 853,300	\$ -
61-436-10 Interest - ColoTrust STCIF	613	880	880	-
61-436-42 Contributions & Donations	57,964	5,000	5,000	-
61-436-70 Miscellaneous Revenue	201	-	-	-
TOTAL REVENUE	<u>\$ 927,708</u>	<u>\$ 859,180</u>	<u>\$ 859,180</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ 2,024,453</u>	<u>\$ 2,296,052</u>	<u>\$ 2,405,419</u>	<u>\$ 109,367</u>
EXPENDITURES				
CHARGES FOR SERVICES				
61-50-372 Meeting Expense	\$ -	\$ -	\$ -	\$ -
61-50-347 Professional Services	17,302	15,536	15,536	-
61-50-351 Legal	7,846	15,000	15,000	-
61-50-354 Engineering	424	-	-	-
61-50-360 R&M Services	55,820	10,000	10,000	-
TOTAL CHARGES FOR SERVICES	<u>\$ 81,391</u>	<u>\$ 40,536</u>	<u>\$ 40,536</u>	<u>\$ -</u>
CAPITAL OUTLAY				
61-50-745 Town Park Improvements	\$ -	\$ 100,000	\$ 100,000	\$ -
61-50-750 Design	-	-	-	-
61-50-760 Construction	76,385	555,331	555,331	-
61-50-715 Acquisitions	-	-	-	-
TOTAL CAPITAL OUTLAY	<u>\$ 76,385</u>	<u>\$ 655,331</u>	<u>\$ 655,331</u>	<u>\$ -</u>
DEBT SERVICE				
61-50-815 Debt Service	\$ 100,000	\$ 105,000	\$ 105,000	\$ -
61-50-816 Debt Service Interest	219,938	215,938	215,938	-
61-50-810 Cost of Issuance	-	-	-	-
61-50-820 Agent Fees	500	500	500	-
TOTAL DEBT SERVICE	<u>\$ 320,438</u>	<u>\$ 321,438</u>	<u>\$ 321,438</u>	<u>\$ -</u>
CONTINGENCY				
61-50-900 CONTINGENCY	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL EXPENDITURES	<u>\$ 478,214</u>	<u>\$ 1,017,305</u>	<u>\$ 1,017,305</u>	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 449,494</u>	<u>\$ (158,125)</u>	<u>\$ (158,125)</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
RESTRICTED FOR:				
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ -
CAPITAL IMPROVEMENTS	-	-	-	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	1,384,620	1,117,128	1,226,495	109,367
TOTAL FUND BALANCES (Ending):	<u>\$ 1,546,239</u>	<u>\$ 1,278,747</u>	<u>\$ 1,388,114</u>	<u>\$ 109,367</u>

CONSERVATION TRUST FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ 112,040	\$ 114,320	\$ 118,589	\$ 4,269
TOTAL FUND BALANCES (Beginning)	\$ 112,040	\$ 114,320	\$ 118,589	\$ 4,269
REVENUES				
71-430-10 Lottery Proceeds	\$ 42,278	\$ 36,000	\$ 36,000	\$ -
71-430-20 Interest on Investments	59	120	120	-
TOTAL REVENUES	\$ 42,338	\$ 36,120	\$ 36,120	\$ -
TOTAL SOURCES	\$ 154,378	\$ 150,440	\$ 154,709	\$ 4,269
EXPENDITURES				
71-50-347 Professional Services	\$ 35,789	\$ 25,000	\$ 17,211	\$ (7,789)
71-50-715 Whiting Park Play Equipment	-	-	-	-
71-50-725 Pool & Ice Rink Recreation Project TBD	-	-	-	-
71-50-730 Sweetwater Lake Acquisition Contribution	-	-	-	-
71-50-735 Eagle Valley Elementary GOCO Match	-	-	-	-
71-50-740 Eagle Park Ice Rink Liner	-	-	-	-
71-50-745 Sowing Seeds	-	-	-	-
71-50-746 Camping	-	-	-	-
71-50-750 Park Improvements	-	-	-	-
71-50-950 Transfer to Capital Imp. Fund	-	-	-	-
71-50-900 Contingency	-	-	-	-
TOTAL EXPENDITURES	\$ 35,789	\$ 25,000	\$ 17,211	\$ (7,789)
NET SOURCE (USE) OF FUNDS	\$ 6,549	\$ 11,120	\$ 18,909	\$ 7,789
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ 118,589	\$ 125,440	\$ 137,498	\$ 12,058
TOTAL FUND BALANCE (Ending)	\$ 118,589	\$ 125,440	\$ 137,498	\$ 12,058

OPEN SPACE PRESERVATION FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
COMMITTED FUND BALANCE	\$ 359,736	\$ 625,350	\$ 689,750	\$ 64,400
TOTAL FUND BALANCES (Beginning)	\$ 359,736	\$ 625,350	\$ 689,750	\$ 64,400
REVENUES				
81-430-10 Lodging Tax	\$ 228,226	\$ 195,700	\$ 195,700	\$ -
81-430-15 Penalty & Interest	1,110	-	-	-
81-430-20 Interest on Investments	156	203	203	-
81-430-30 Usage Fees	-	-	-	-
81-431-00 State Grants (GOCO)	5,000	-	-	-
81-433-00 Other Grants	5,000	-	-	-
81-434-10 Reimbursable Revenue	-	-	-	-
81-436-70 Miscellaneous	-	-	-	-
81-437-10 Transfer from General Fund	300,000	150,000	150,000	-
TOTAL REVENUES	\$ 539,493	\$ 345,903	\$ 345,903	\$ -
TOTAL SOURCES	\$ 899,229	\$ 971,253	\$ 1,035,653	\$ (127,802)
EXPENDITURES				
Operating Expenses	\$ 147,841	\$ 315,975	\$ 316,600	\$ 625
Capital Expenditures	61,638	141,250	141,250	-
Transfers-Out	-	15,855	15,855	-
TOTAL EXPENDITURES	\$ 209,479	\$ 473,080	\$ 473,705	\$ 625
NET SOURCE (USE) OF FUNDS	\$ 330,014	\$ (127,177)	\$ (127,802)	\$ (625)
FUND BALANCES (Ending):				
COMMITTED FUND BALANCE	\$ 689,750	\$ 498,173	\$ 561,948	\$ 63,775
TOTAL FUND BALANCE (Ending)	\$ 689,750	\$ 498,173	\$ 561,948	\$ 63,775

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
PERSONNEL	\$ 105,389	\$ 159,764	\$ 159,764	\$ -
MATERIALS & SUPPLIES	8,905	13,700	14,325	625
CHARGES FOR SERVICES	31,934	139,850	139,850	-
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	1,614	2,661	2,661	-
CAPITAL EXPENDITURES	61,638	141,250	141,250	-
CONTINGENCY	-	-	-	-
TRANSFERS	-	15,855	15,855	-
TOTAL EXPENDITURES	\$ 209,479	\$ 473,080	\$ 473,705	\$ 625

DOWNTOWN DEVELOPMENT AUTHORITY FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
REVENUES				
91-431-10 TIF Property Taxes	\$ -	\$ -	\$ -	\$ -
91-436-10 DDA Interest	-	-	-	-
91-436-70 Miscellaneous	-	-	-	-
91-437-10 Transfer From General Fund	-	-	87,000	87,000
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 87,000</u>	<u>\$ 87,000</u>
TOTAL SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 87,000</u>	<u>\$ 87,000</u>
EXPENDITURES				
91-50-210 Office Supplies	\$ -	\$ -	\$ -	\$ -
91-50-220 Operating Supplies	-	-	-	-
91-50-347 Professional Services	-	-	87,000	87,000
91-50-351 Legal	-	-	-	-
91-50-385 Treasurer Fees	-	-	-	-
91-50-510 Insurance	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 87,000</u>	<u>\$ 87,000</u>
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

PARKING FEE IN LIEU FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
REVENUES				
Parking Fee in Lieu - Operating	\$ -	\$ -	\$ -	\$ -
Parking Fee in Lieu - Capital	-	-	-	-
Miscellaneous	-	-	-	-
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
EXPENDITURES				
Office Supplies	\$ -	\$ -	\$ -	\$ -
Operating Supplies	-	-	-	-
Professional Services	-	-	-	-
Legal	-	-	-	-
Insurance	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



To: Mayor and Town Council

From:

Date: April 12, 2022

Agenda Item: Resolution 30, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two New Members to Fill Vacancies on the Town of Eagle Planning and Zoning Commission"

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Staff Memo
2. Resignation Notices
3. Resolution 30, Series 2022
4. Candidates' Applications & Resumes



To: Mayor Turnipseed and Town Council

From: Community Development

Date: April 12, 2022

Agenda Item: Resolution 30, Series 2022, “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two New Members to Fill Vacancies on the Town of Eagle Planning and Zoning Commission”

REQUEST:

For Town Council to appoint two new members to the Town of Eagle Planning and Zoning Commission (the Commission) to fill vacancies. The first appointment will be for a Regular Member and the second appointment will be for First Alternate.

INTRODUCTION:

Commissioner Robert Townsend resigned on February 27, 2022, and Commissioner Lani Webb resigned on April 6, 2022. Both had a four-year term beginning February 28, 2020 and expiring February 28, 2024. In addition to appointing two new members, staff recommends reclassifying Benjamin “Keegan” Winkeller from First Alternate to Regular Member. Winkeller’s term would remain as scheduled; beginning October 20, 2020 and expiring on February 28, 2024.

ANALYSIS:

The Town prepared advertisements to recruit community members to serve on the Commission. Applicants were asked to respond to a set of questions and provide a letter of interest or resume. Staff received and reviewed three applications from the following candidates:

1. Jennifer Filipowski
2. Keith Klesner
3. Carmen Weiland

It is worth noting that the attached Resolution 30, Series 2022 is in draft format, pending Town Council decision. The final version with appointments will be presented for the Mayor’s signature following the approval. The applicants will be present for this agenda item for a brief introduction and Q&A session.

COMMUNITY INPUT:

Recruitment for the Commission was advertised through the Town's website, the Vail Daily, Facebook, Eagle Today e-newsletter, and the Eagle Chamber of Commerce e-newsletter. No public comment was received.

BUDGET / STAFF IMPACT:

There is no anticipated budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Approval of this request would support the implementation of the Town of the Eagle Strategic Plan, the Elevate Eagle Comprehensive Plan, as well as the Land Use and Development Code section of the Town's Municipal Code. The Planning and Zoning Commission is an integral part of Town governance. It is critical that the Commission is provided with the resources and support needed to operate without interruption as they review and recommend action on various land use regulations and applications. Filling the Commission vacancies ensures these duties will be achieved effectively.

APPOINTMENTS:

_____ is hereby appointed to the Town of Eagle Planning and Zoning Commission as a Regular Member with a term beginning April 19, 2022 and expiring February 28, 2024. This timeframe is the remainder of the term held by Robert Townsend.

_____ is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as First Alternate with a term beginning April 19, 2022 and expiring February 28, 2024. This timeframe is the remainder of the term held by Lani Webb.

Benjamin "Keegan" Winkeller is hereby reclassified from First Alternate to Regular Member and will continue his scheduled term which began October 20, 2020 and will expire February 28, 2024.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 30, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Two New Members to Fill Vacancies on the Town of Eagle Planning and Zoning Commission.

ATTACHMENTS:

- Robert Townsend and Lani Webb Resignation Notices
- Resolution 30, Series 2022
- Candidates' Applications & Resumes

Nikki Davis

From: Robert Townsend
Sent: Sunday, February 27, 2022 1:53 PM
To: Chad Phillips; Matthew Hood; Jesse Gregg; Kyle Hoiland; Lani Webb; Bill Nutkins; Keegan Winkeller; Charlie Perkins; Peyton Heitzman; Jessica Lake; Nikki Davis
Subject: Resignation

To All:

This email serves as my official letter of resignation from the planning and zoning commission. I must resign due to my impending move out of the town of Eagle. My resignation is effective immediately. It has been my pleasure to serve on the commission with such a great group of individuals. I also appreciate the professionalism of the Town staff. Keep up the good work to make Eagle a better place to live, work and play. Thanks again for all you do.

Best Wishes,
Robert Townsend

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Nikki Davis

From: Lani Webb <lanwebb@hotmail.com>
Sent: Thursday, April 7, 2022 1:20 PM
To: Nikki Davis; Lani Webb
Cc: Chad Phillips
Subject: Re: P&Z Commission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nikki & Chad,

Unfortunately at this time I need to resign from planning & zoning. I've had some personal issues arise that have made it difficult to serve the committee the way I need to. I regret have to do this but feel it's best for the committee. Thank you all so much for the opportunity. I hope to have an opportunity to serve again. Thank you for your time & understanding.

Thank you,
Lani Webb
970-331-1258

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From: Lani Webb <lanwebb@hotmail.com>
Sent: Wednesday, April 6, 2022 3:52:44 PM
To: Nikki Davis <nikki.davis@townofeagle.org>; Lani Webb <lan.webb@townofeagle.org>
Cc: Chad Phillips <chad.phillips@townofeagle.org>
Subject: Re: P&Z Commission

Hi Nikki,

Yes I will get you my resignation letter tomorrow.

Thank you
Lani

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TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING TWO NEW MEMBERS TO FILL VACANCIES ON THE TOWN OF EAGLE
PLANNING AND ZONING COMMISSION.

WHEREAS, Robert Townsend and Lani Webb resigned, both with a four-year term beginning February 28, 2020 and expiring February 28, 2024; and

WHEREAS, the vacant positions have been advertised in the Vail Daily, on the Town's website, e-newsletters, and social media seeking applicants; and

WHEREAS, three applications were received in interest for the positions by Jennifer Filipowski, Keith Klesner, and Carmen Weiland seeking interest; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. The term of the appointed members of the Commission shall expire on February 28, 2024 or until the successor takes office; and

WHEREAS, subsection (D) of Section 2.24.020 of the Eagle Municipal Code provides that if the vacancy is of a Regular Member, the First Alternate shall fill the remainder of the unexpired term and a new First Alternate shall be appointed by the Town Council.

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

Section 1. That _____ is hereby appointed to the Town of Eagle Planning and Zoning Commission as a Regular Member and _____ to serve as the new First Alternate. Both terms will begin on April 19, 2022 and expire on February 28, 2024. In addition, Benjamin "Keegan" Winkeller has been reclassified from First Alternate to Regular Member and will continue his scheduled term which began October 20, 2020 and will expire February 28, 2024.

INTRODUCED, READ, PASSED, AND ADOPTED ON APRIL 12, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Nikki Davis

From: Jenny Rakow
Sent: Wednesday, March 9, 2022 3:03 PM
To: Planning Department
Subject: FW: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, March 9, 2022 1:48 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

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Town Council & Planning Commission Application - Vacancies Only

Select the Council,
Commission, or Committee
applying for

Planning & Zoning Commission

PERSONAL INFORMATION

First Name	Jennifer
Last Name	Filipowski
Address1	25 Silver Spur
Address2	PO Box 5440

City	Eagle
State	CO
Zip	81631
Email Address	jfilipowski@gmail.com
Contact Phone Number	336-745-7669
Business Address	120 Broadway, Eagle, CO 81631
Business Phone Number	<i>Field not completed.</i>
Occupation	Retired

(Section Break)

TOWN COUNCIL ELIGIBILITY AFFIRMATION

By answering these questions for a Town Council vacancy, the applicant is affirming all criteria are met pursuant to the Town's Charter. Those applying for a Planning Commission vacancy are also encouraged to provide the following information.

Are you a United States Citizen?	Yes
Are you a registered elector of the Town of Eagle?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	2.5 years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

(Section Break)

EDUCATION AND HOBBIES

High School	Benet Academy, Lisle, IL
College	University of Illinois - Urbana
Trade or Business School	<i>Field not completed.</i>

Hobbies	skiing, hiking, reading, traveling
---------	------------------------------------

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
---	-----

If yes, which	Winston-Salem Food Policy Council, Eagle Downtown Business Alliance
---------------	---

Please list organization memberships and positions held	EagleARTS, Treasurer; North Carolina Black Repertory Company, Secretary; Global Economic Diversity Development Initiative, Secretary; Government Affairs Committee, Vail Valley Partnership
---	---

Please List Areas of Special Interest	economic development, affordable housing, climate crisis
---------------------------------------	--

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	Eagle has a ton of appeal as a family-friendly, affordable town to live in compared with the rest of the valley, with myriad outdoor activities and festivals. The downtown section of Eagle has a lot of potential as the only "true" historic town in the valley, but I believe we could use some zoning rules requiring a certain percentage of street-level businesses to generate sales tax, and possibly implementing fines for extended vacancies of street-level businesses. Grand Ave and the entire downtown district has nowhere to go but up as far as attractiveness and appeal. We also need better broadband to support businesses, and to attract a growing remote workforce. I have also heard rumblings about the frontage land on I70 and I would like to be a part of directing how Eagle grows.
--	--

2. What challenges currently exist in the Town of Eagle?	barriers to business opening businesses, particularly in historic downtown eagle; parking in downtown area; lack of truly affordable housing; lack of restaurants
--	---

3. As a Council/Committee Member, how would you approach these challenges?	I am a person driven by data and always seek to understand the pros and cons from different perspectives. I understand that making decisions about governance are never easy ones - there is no way to make everyone happy - but it is important that they are made based on facts and unbiased information for
--	---

the benefit of the community instead of on empty or the benefit of individuals.

Please include a letter of interest and resume with your submittal.

[Jennifer-Filipowski-Resume.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Jennifer Filipowski

25 Silver Spur/PO Box 5440, Eagle, CO 81631

Phone: 336-745-7669 E-Mail: jfilipowski@gmail.com

Boards & Volunteerism

EagleARTS

Treasurer, January 2020-present

EagleARTS is the non-profit organization behind the production of monthly ARTwalks in historic Downtown Eagle. During the winter months, every second Friday of the month we place artists inside local businesses and visitors stroll along Broadway to visit our local shops and restaurants. In the summer months, Broadway is closed to vehicular traffic and filled with artist and business booths and food trucks. EagleARTS also manages the ARTSPaCE workshop+gallery artist co-op on Broadway and conducts art workshops.

Eagle Downtown Business Alliance

Founder & Treasurer, May 2020-March 2022

The Downtown Business Alliance was formed with a mission of driving economic vitality to downtown Eagle. Through my efforts the Alliance was instrumental in the establishment of a Downtown Development Authority via a 2020 ballot measure, and securing voter approval in 2021 for Debt Authorization up to \$27 million for investment in improvements and economic development within the district boundaries. The Alliance also produces events downtown, including a Halloween trick-or-treat event, a holiday window decorating contest, and Eagle's Annual Holiday Parade.

Global Economic Diversity Development Initiative

Secretary, August 2020-present

North Carolina Black Repertory Company

Secretary, May 2019-present

- Producers of the National Black Theatre Festival

Winston-Salem Urban Food Policy Council

Feb 2018-Sept 2019

Girl Scouts Carolinas Peaks to Piedmont

Troop Leader, August 2010-May 2021

Service Unit Specialist, April 2012-Sept 2015

Board Member, October 2012-October 2017

Professional Experience

SilkRoad Equity

2004-2011

Over the course of my tenure, I managed the marketing departments of multiple companies housed under the SilkRoad Equity corporate structure, including *SilkRoad Technology*, *SolidSpace*, and *InterAct Public Safety Systems*.

Divine InterVentures

2000-2004

Divine InterVentures was a web-technology incubator based in Chicago, IL. In addition to founding and managing my own event services management web platform, MeetHead, Inc., I assisted other companies in the incubator with marketing, communications, and event programs.

Destination Services of Colorado

1995-2000

At this Destination Management Company based in Avon, CO I planned and executed high-end incentive programs for Fortune 500 companies. I also designed and developed a database and software platform to automate and streamline internal processes.

Vail Valley Arts Council

1993-1995

As one of two employees with the Vail Valley Arts Council, I was intimately involved with the planning, development, and execution of two annual juried fine arts & crafts festivals in Vail and Beaver Creek and workshops with internationally renowned artists.

Education

City of Winston Salem Leadership University	2017
HandsOn NWNC Blueprint Board Development	2017
University of Illinois – Urbana/Champaign	1989-1993
Bachelor of Arts, Communications	

Skills

Marketing and Communications, Public Relations, Web Design and Development, Productivity Software, Database Management, Software Implementation, Program Management, Meeting and Event Planning

Awards

Winner of the Town of Eagle Community Impact Award, 2021

EagleARTS

- Winner of Best of Vail Daily Reader's Choice for best Gallery (ARTSPaCE) – 2020, 2021
- Downtown Colorado Inc Governor's Award for Best Event (Murder on Broadway) - 2020

Nikki Davis

From: Jenny Rakow
Sent: Tuesday, March 22, 2022 2:50 PM
To: Planning Department
Subject: FW: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, March 22, 2022 2:26 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

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Town Council & Planning Commission Application - Vacancies Only

Select the Council, Planning & Zoning Commission
Commission, or Committee
applying for

PERSONAL INFORMATION

First Name	Keith
Last Name	Klesner
Address1	110 Ewing St
Address2	<i>Field not completed.</i>
City	Eagle
State	CO
Zip	81631
Email Address	KEITH.KLESNER@GMAIL.COM
Contact Phone Number	3032531403
Business Address	PO Box 1953
Business Phone Number	13032531403
Occupation	Engineer Consultant

(Section Break)

TOWN COUNCIL ELIGIBILITY AFFIRMATION

By answering these questions for a Town Council vacancy, the applicant is affirming all criteria are met pursuant to the Town's Charter. Those applying for a Planning Commission vacancy are also encouraged to provide the following information.

Are you a United States Citizen?	Yes
----------------------------------	-----

Are you a registered elector of the Town of Eagle?	Yes
--	-----

Have you been an Eagle resident no less than 12 consecutive months?	Yes
---	-----

Length of Residency in Eagle	5 Years
------------------------------	---------

Are you a registered voter and eligible to vote in the Colorado General Election?	Yes
---	-----

(Section Break)

EDUCATION AND HOBBIES

High School	Apollo HS, Glendale, AZ
-------------	-------------------------

College	University of Colorado - Boulder (BS in Civil & Environmental Engineering), University of LaVerne (MBA)
---------	---

Trade or Business School	<i>Field not completed.</i>
--------------------------	-----------------------------

Hobbies	Skiing, Camping, Mtn Biking, Fishing, Rafting, Buddy Werner Coach
---------	---

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
---	-----

If yes, which	Holy Cross Energy
---------------	-------------------

Please list organization memberships and positions held	Sierra Club Member Palmer Fund Steering Committee
Please List Areas of Special Interest	Sustainable Development, Green Construction, Community Engagement
(Section Break)	
ADDITIONAL QUESTIONS	
1. What opportunities does the Town of Eagle have?	Eagle is a special place and as such is drawing interest from new residents and businesses. Eagle has an excellent strategic plan with a solid municipal code to drive smart planning.
2. What challenges currently exist in the Town of Eagle?	Growth is both a challenge and an opportunity. Eagle will continue to grow and we can better ensure sustainable growth by getting involved to shape the future. I will bring my experience in infrastructure, green construction and planning to make informed recommendations on Planning and Zoning decisions to the Eagle Town Council.
3. As a Council/Committee Member, how would you approach these challenges?	I want to join and add my voice to a well-run Town of Eagle P&Z commission. I will closely review applications and information from town staff to make informed and code-based recommendations to Eagle Town Council. I am a practical engineer and believe in solutions for the broader good.
Please include a letter of interest and resume with your submittal.	Klesner Letter of Interest and Resume PnZ.pdf

Email not displaying correctly? [View it in your browser.](#)

22 March 2022

Dear Town of Eagle Councilors,

I write to express interest in joining the Planning and Zoning Commission. I am grateful to be a resident of our lovely Town of Eagle. I have a long-time interest in sustainable development and want to support our community as we continue to grow.

By way of a brief introduction, I am a graduate of the University of Colorado – Boulder in Civil and Environmental Engineering. Following receiving my B.S., I served in the USAF and earned my Professional Engineer license in the State of Colorado. While in the Air Force I completed an MBA at the University of LaVerne. My recent career has led me to infrastructure planning for Microsoft while working remotely in Eagle and in 2021 I joined the Holy Cross Energy Board of Directors. I have looked at your requirements for this commission appointment and I meet them all.

Looking at the issues in front of the Planning and Zoning Commission I believe I can add value to group

- As a civil engineer I bring direct construction and engineering experience. I understand building codes and sustainable construction to make informed recommendations.
- My practical, no-nonsense approach to business and risk management, will assist with the growth issues we face. We will grow and can do so smartly to benefit the whole community.
- Current commissioners and colleagues tell me that the thing I do best is to relay complex ideas in clear and understood language. Consequently, I would be well placed to help navigate the decisions and communications involved in the P&Z commission.

Further, I am very comfortable working with small and large businesses, having worked extensively with private and public companies, governments and boards.

I attached my CV for the position and look forward to your response.

Sincerely,

Keith Klesner, PE

110 Ewing St

Eagle, CO

Keith Klesner, PE

110 Ewing St
Eagle, CO 81631

keith.klesner@gmail.com
m 303-253-1403

About

Infrastructure engineer and veteran with construction experience; relentless sustainability advocate.

Over a career in critical infrastructure that spans 20 years and includes responsibilities ranging from planning, engineering, site evaluation, sustainable design, and construction to start-up and operation of mission critical facilities; Keith most recently led Microsoft Azure's infrastructure planning and delivery for the Americas to meet extraordinary growth of the Microsoft cloud. In the role of Chief of Engineering, he has provided leadership and strategic direction for sustainable and resilient infrastructure. In the role of consultant, Keith has provided planning, design, construction, operations efficiency, and maintenance of facilities for the Department of Defense and the State Department worldwide. Mr Klesner's early career includes 6 years as a US Air Force Officer.

Keith also serves as a Director on the Board of Holy Cross Energy, a member owned Co-Op with nearly 50,000 members in Western Colorado. He is proud to support their strategic plan for 100% renewable energy by 2030 while keeping rates as low as possible.

Specialties: Fluent in Spanish, Infrastructure master planning, Data Center architecture, Program Management, Sustainability and Green Construction, Risk Management, Physical Security

Education and Training

- 2009 Leadership in Energy and Environmental Design (LEED) Accredited Professional - USGBC
- 2004 Professional Engineer – State of Colorado
- 2002 Masters in Business Administration - University of LaVerne
- 1998 Bachelors of Science in Civil and Environmental Engineering – CU Boulder

Experience



Director, Northern District, Board of Directors, Holy Cross Energy
Jun 2021 - Present · Glenwood Springs, Colorado

Governance, oversight and strategy for Holy Cross Energy.



Principal Program Manager, Azure Global, Microsoft
Apr 2018 - Jan 2022 · Remote from Eagle, CO

Strategy, planning and risk for Azure's global data center infrastructure to support growth and new markets across the Americas. Engage with stakeholders to ensure sustainable, resilient and cost conscious locations. My team engages strategic clients on their cloud roadmap to integrate with Microsoft's infrastructure plans. Strategy, planning and risk for Azure's global data center infrastructure to support growth and new markets across the Americas. Engage with stakeholders to ensure sustainable, resilient and cost conscious locations. My team engages strategic clients on their cloud roadmap to integrate with Microsoft's infrastructure plans.



Managing Director, North America
Jan 2016 - Mar 2018 · Greater Denver Area

As MD, North America, Keith led Uptime Institute's commercial and technical teams to ensure resiliency and infrastructure excellence for US and Canadian clients. Keith engages with commercial infrastructure leaders and service providers as they face the challenges of a rapidly changing IT landscape with a focus on providing strategic consulting, asset evaluation and certification to deliver business value.

Vice President, Strategic Accounts and Senior Consultant
Jun 2010 - Dec 2015 · Greater Denver Area

Keith provided leadership and strategic direction to clients around the world to maintain the highest levels of availability for their organizations. Focusing on the firm's key global clients, Mr Klesner

communicated from the C-Suite to operators in performance of technical engineering and strategic-level consulting engagements, industry certifications, and industry outreach—in addition to instructing and managing faculty for premiere professional accreditation courses.



Director Of Engineering, Lockheed Martin
Aug 2008 - Jul 2010 · Aurora, Colorado

Led engineering and services team of 12, supporting 1M SF campus of data center, office and IT infrastructure for critical national security asset. Champion of sustainability and efficiency to reduce our local and global impacts. Keith kick-started a new sustainability program for the 3000 plus person community. Led the capital design program to improve electrical and mechanical efficiency for a heavy user of power and cooling. Worked daily to change the culture towards environmentally forward thinking. Developed new dash board tools to identify and drive process improvement to tackle everyday maintenance activities and reduce risk to operations.



Vice President, Southern Europe, SKE Group
Feb 2005 - May 2008 · Vicenza Italy

Created business plans and capture strategies for new geographic markets in Southern Europe. Presented to the board, securing resources for the new ventures. Relocated to the region to bid new business and build a team to execute construction/ facility maintenance services contracts for DoD and US State Dept in Italy, Spain, Germany and other areas of Europe. Supported expansion of LEED rated facilities for US Forces to reduce environmental impact.



Civil Engineer Officer, US Air Force
Feb 1999 - Jan 2005 · Various

Civil Engineer with variety of project and program management and direct experience leading a team. Included environmental auditing, construction management, design and construction program management, real estate management, facility budgeting and efficiency initiatives.

Nikki Davis

From: Jenny Rakow
Sent: Wednesday, March 23, 2022 12:22 PM
To: Planning Department
Subject: FW: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Town Council & Planning Commission Application - Vacancies Only

Select the Council,
Commission, or Committee
applying for

Town Council (vacancies only)

PERSONAL INFORMATION

First Name	Carmen
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Last Name	Weiland
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Address1	PO Box 3902
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Address2	335 W Seventh St
----------	------------------

City	Eagle
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State	CO
-------	----

Zip	81631
-----	-------

Email Address	cweiland04@gmail.com
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Contact Phone Number	970-390-2085
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Business Address	706 Chambers Ave, Unit 4, Eagle CO 81631
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Business Phone Number	970-432-0340
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Occupation	Director of Operations - Knapp's Nectar (Knapp Ranch)
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(Section Break)

TOWN COUNCIL ELIGIBILITY AFFIRMATION

By answering these questions for a Town Council vacancy, the applicant is affirming all criteria are met pursuant to the Town's Charter. Those applying for a

Planning Commission vacancy are also encouraged to provide the following information.

Are you a United States Citizen?	Yes
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Are you a registered elector of the Town of Eagle?	Yes
--	-----

Have you been an Eagle resident no less than 12 consecutive months?	Yes
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Length of Residency in Eagle	22 years
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Are you a registered voter and eligible to vote in the Colorado General Election?	Yes
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(Section Break)

EDUCATION AND HOBBIES

High School	Dominican High - Whitefish Bay WI
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College	University of Wisconsin - Madison
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Trade or Business School	<i>Field not completed.</i>
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Hobbies	biking, beekeeping, wild bee observations and habitat
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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
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If yes, which	Elk Meadows Townhomes HOA Member
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Please list organization memberships and positions held	HOA Member
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Please List Areas of Special Interest	development, land preservation, pollinator protection
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(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	sitting on the board would help educate me more on what is happening in the town, I would also be able to help educate on pollinator health when the opportunity presents
2. What challenges currently exist in the Town of Eagle?	need to follow town guidelines, urban sprawl, keep commercial in commercial areas. mixing use causes distrust of government and planning and frustration with residents.
3. As a Council/Committee Member, how would you approach these challenges?	Listen to the facts, listen to the Residences they have purchased homes and therefore have the right to speak up and be heard. Residences feedback should be heavily considered. Make the best possible decision for the application. Help applicants find appropriate areas and educate them on reasons for their use if needed.
Please include a letter of interest and resume with your submittal.	CW Resume .pdf

Email not displaying correctly? [View it in your browser.](#)

Carmen Weiland

PO Box 3902, Eagle, CO 81631 • cweiland04@gmail.com

March 23, 2022

Town of Eagle

RE: Planning Commission Member

Dear Nikki,

As an experienced Director of Operations, the advertisement for Planning Commission Member with Town of Eagle sparked my interest. When reviewing the position requirements and your organization's website, I was excited to find that my qualifications and personal strengths align with your needs and mission.

I bring a comprehensive set of skills that I believe will be valuable to Town of Eagle. In my Director of Operations role, I honed my abilities in listening and problem solving, providing a firm foundation for the Planning Commission Member position. My collaboration, people-centric nature, and compassion have afforded me excellent communication skills.

I am excited to contribute my talents and proficiency in critical thinking toward your team efforts. As an engaging communicator with a proven track record in helping others, my focus on building strong professional relationships has been a beneficial asset throughout my career.

Please review my enclosed resume for a more in-depth illustration of my work history and accomplishments. I would appreciate the opportunity to interview at your earliest convenience. I'm eager to discuss how my personality and background fit the Planning Commission Member role.

Thank you for your time and consideration of my candidacy.

Sincerely, Carmen Weiland

Carmen Weiland

PO Box 3902
Eagle, CO 81631

SUMMARY: Since moving to Eagle I have been wanting to be more involved in the community. I believe being on the committee would be a good start in fulfilling that goal.

**EXPERIENCE: Director of Operations– December 2020 - Present
Knapp's Nectar**

- Master Beekeeper, train and educate others
- Handle all honeybee operations, honey extraction and sales
- Product development
- Burn cream control study with Shaw Cancer Center
- Buyer for Knapp Harvest – purchase and stock all bee products

**Director of Estate Operations – October 2014 to December 2020
West Lake Creek Company LLC aka Knapp Ranch**

- On site caretaker
- Responsible for all operations on the ranch including shop, farm, buildings, infrastructure, and orchard operations.
- Guest liaison and tours
- Plowing
- Budgeting
- Coordination of all communications from subs and employees to the owners

**Property/Association Management - June 2002 to 2014
Albert Inc - Edwards, Colorado**

- Owner/Operator
- Responsible for 23 mountain properties including a ranch in McCoy. homes ranging in size from 5,000 sf – 21,000sf
- Manage Cattleman's Club Association
- Duties include all aspects of maintenance, budget, owner relations, accounting, and scheduling

Project Coordinator - May 1998 to June 2006

Architectural Impact/Continental US Construction - Edwards, Colorado

- Coordinated all aspects of interior/exterior finishes – permitting, DRB's, utilities, architectural layouts
- Owner Liaison – move ins, punch list, and owner warranty
- Company OSHA officer

Projects included:

Cordillera Ranch – Bearcat 40 homes

Cordillera Valley Club – Sanctuary 14 homes

Arrowhead – The Boulders 7 homes, River Dance 24 homes, River Ranch 20 homes

Bachelor Gulch – Skywatch 15 homes, Snowberry 8 homes

Arrowhead Mountain – Trailside 20 homes

Loan Department - April 95 to May 98

First Bank of Avon, Avon Colorado

- Processed/managed large scale construction loans

Opening Coordinator - Rooms Division - June 89 to April 95

Hyatt Hotels Corporate - Chicago Illinois

- Rooms Division Manager – budget forecasting, scheduling, staffing coordination,
- Opening Coordinator – staging, establishing schedules, systems management, employee training

Projects included:

Park Hyatt Beaver Creek, Beaver Creek, Colorado

Hyatt Fair Lakes, Fairfax Virginia, - Selected Opening Team

Grand Hyatt Washington, Washington DC – Selected Opening Team

Hyatt Orlando, Kissimmee Florida – Renovation of Rooms

EDUCATION: **Construction Safety and Health Specialist Certificate - June 05**
U.S. Department of Labor - OSHA

Bachelor of Business Administration in Management May 89
University of Wisconsin, Madison

Professional References**Michelle Gennett**

HR Consultant

Eagle County Ambulance District

970-389-7691

michellegennett@gmail.com

Michelle was the HR Manager for Knapp Ranch

Cary Hogan

Hospitality/Event Manager

Knapp Ranch

970-306-9034

cary@knappranch.com

I have worked alongside Cary for the past 3 years

Brian Knapp

Chief Financial Officer

West Lake Creek Company LLC

Knapp Ranch

Knapp's Nectar

1-845-519-5713

Brian@knappranch.com

I have known Brian for some time as he is the son of the owner of the ranch, Bud.



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: April 12, 2022

Agenda Item: Resolution No. 31, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Funding Contribution towards Mountain Recreation's Capital Campaign to make Improvements to the Pool & Ice Rink Facility"

REQUEST:

Staff requests that the Town Council review a resolution approving a funding contribution for Mountain Recreation's capital campaign to fund improvements to the Pool & Ice Rink facility.

INTRODUCTION:

In June 2021 Mountain Recreation attended the Town Council meeting and requested \$3,500,000 as a contribution towards their capital campaign to fund improvements to the Pool & Ice Rink facility. That request included a 20-year payment structure to help ease financial pressures on the existing budget. After discussing the request, the Town Council approved \$3,000,000 over 20 years contingent on a successful election outcome in November 2021. That initiative did not pass and has been reworked and is on the May 2022 ballot requesting voter approval. Included with this memo is a resolution approving the request so that Mountain Recreation can demonstrate the Town's commitment as they continue with their capital campaign.

ANALYSIS:

The resolution covers the following items:

- The Town will contribute \$3,000,000 over 20 years with \$150,000 annual payment
- Funding is contingent on a successful election in May 2022
- The contribution is subject to annual appropriations by the Town Council
- The Town and Mountain Recreation will execute an IGA that establishes the terms and conditions

Pros of the proposal:

- The proposal has the potential to leverage additional funding in the future
- An annual payment structure ensures that the Town can fund existing obligations
- Partnering with Mountain Recreation will help the Town fund improvements that need to be made and will achieve economies of scale and possible savings rather than taking a solo

approach to construction

Cons of the proposal:

- There are opportunity costs associated with any funding proposal
- Multi-year funding commitments could impact the flexibility that the Town has to respond to maintenance and projects that haven't been prioritized yet
- Not funding the proposal will result in capital maintenance costs associated with aging and obsolete infrastructure

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is a budget impact associated with this proposal. The Town will dedicate \$150,000 every year from the Capital Improvement Fund and is a long-term obligation for 20 years. As a result of investing, Town could see a reduction in the capital costs associated with maintaining aging and obsolete infrastructure. Currently, the Town makes an annual payment of \$40,000 - \$50,000 to support capital maintenance. This number will increase over time if improvements are not made. The current maintenance arrangement in place will be addressed in the IGA after the election. The proposal doesn't require staffing resources.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

While this project and request are not listed as a goal under the major objectives, this request does align with matching infrastructure to the quality of life of residents in Eagle. Through a public process, this proposal was identified as a major priority that will improve quality of life. The current recreation facility doesn't support the current needs or demands for high-quality recreation and wellness amenities. Town's contribution and fundraising will offset the need to raise more property taxes to cover the funding gap. This proposal is an investment in expanding recreation opportunities in Eagle.

Contributing \$3,000,000 million over 20 years does impact the Town's financial stability over the long term. Assuming revenues support an annual contribution, long-term obligations committed to an outside organization compete with existing and future operational and capital priorities of the Town.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 31, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Funding Contribution Towards Mountain Recreation's Capital Campaign to make Improvements to the Pool & Ice Rink Facility"

ATTACHMENTS:

- Resolution No. 31, Series 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 31
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A FUNDING CONTRIBUTION TOWARDS MOUNTAIN RECREATION'S
CAPITAL CAMPAIGN TO MAKE IMPROVEMENTS TO THE POOL & ICE RINK FACILITY

WHEREAS, the Town of Eagle (Town) and Mountain Recreation (District) partnered on an expansion plan of the Pool & Ice Rink and town-owned recreation site in 2019 that included a robust public process;

WHEREAS, Mountain Recreation is engaged in a capital campaign to raise funds to construct the improvements at the Pool & Ice Rink that also includes upgrades at the Gypsum and Edwards facilities;

WHEREAS, the total capital requirement for all facilities is \$60,000,000 and the Pool & Ice Rink improvements account for \$35,000,000;

WHEREAS, Mountain Recreation is seeking funding contributions from partners to raise the \$20,000,000 gap to successfully construct planned improvements at all facilities within the District;

WHEREAS, Mountain Recreation attended the Town Council Meeting on June 22, 2021 to request funds and the Town Council approved a not to exceed contribution amount of \$3,000,000 to be paid to Mountain Recreation over 20 years, with an annual payment of \$150,000;

WHEREAS, the funding contribution is contingent on voters authorizing Mountain Recreation via a successful ballot measure granting the \$40,000,000 to fund the facility improvements within the District in the May 2022 election cycle; and

WHEREAS, if the election in May 2022 is successful, the Town of Eagle and Mountain Recreation will enter into an Intergovernmental Agreement (IGA) establishing the terms and conditions of Town's \$3,000,000 contribution towards the Pool & Ice Rink facility improvements.

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

Section 1. Upon approval by voters in the May 2022 election, the Town Council hereby allocates a not to exceed contribution amount of \$3,000,000 towards Mountain Recreation's capital campaign.

Section 2. The total funding amount of \$3,000,000 will be paid for over 20 years with annual payments of \$150,000.

Section 3. The \$150,000 payment is subject to annual appropriations by the Town Council and approval is required through the budget adoption process.

Section 4. If the outcome of the election in May 2022 is successful, the Town of Eagle and Mountain Recreation will execute an IGA to establish the terms and conditions of the Town's funding contribution.

INTRODUCED, READ, PASSED, AND ADOPTED ON APRIL 12, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: April 12, 2022

Agenda Item: Resolution 32, Series, 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot Issue: Funding for the All Access Rec Program and Other District Costs Initiative"

REQUEST:

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

INTRODUCTION:

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

ANALYSIS:

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

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

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

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

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

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny Resolution No. 32, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Endorsing and Supporting the Mountain Recreation Metropolitan District Ballot: Funding for the All Access Rec Program and Other District Costs Initiative"

ATTACHMENTS:

- Resolution No 32, Series 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 32
(Series of 2022)

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

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

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

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

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

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

Section 1. The Town of Eagle strongly supports Mountain Recreation's ballot measure on May 3, 2022 to enable funding to pursue the Haymaker Trailhead priorities and therefore, hereby approves and adopts this resolution provided herein.

INTRODUCED, READ, PASSED, AND ADOPTED ON APRIL 12, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk