



Town Council
Tuesday, April 26, 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 Microsoft Teams. First time users of Teams will need to download the app,

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 469-770-0416,,769723822#](#)

Phone Conference ID: 769 723 822#

Please note: All participants are 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.*

CONSENT AGENDA - 6:10 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 - April 12, 2022

2. Resolution No. 35, Series 2022 "A Resolution Approving a Contract With DRC Construction Services Inc. For Sanitary Sewer System Cleaning"
3. Ordinance No. 07, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 9.12.050 of the Eagle Municipal Code Regarding Harassment"

STAFF REPORTS - 6:15 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:25 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: Draft Regional Transportation Authority Intergovernmental Agreement, Bill Ray
2. PUBLIC HEARING: File #MS22-01, Minor Subdivision of Haymeadow Tract Z - *Request to CONTINUE or REMAND*
3. PUBLIC HEARING: File #LURA22-03, Amendment to Chapter 4.08 to Adopt a Revised Sign Code - *Request to CONTINUE until May 10, 2022*
4. American Rescue Plan Act (ARPA) Update and Identified Projects
5. Open Space and Trails Master Plan Funding, Change Order

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:15 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:30 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



MEETING MINUTES
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 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

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

COUNCILMEMBERS ABSENT

None

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
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager
Dennis Wike, Town Engineer

ADOPTION OF AGENDA

There were no changes to the agenda.

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

PUBLIC COMMENT

Steve Mairose 2809 E Haystacker Dr., read a letter from Helmut Fricker to council regarding open space and elk herd concerns.

Kate Sheldon 2809 E Haystacker Dr., provided council with her comments relating to open space, elk herd concerns, and requested a new survey to residents regarding the open space master plan.

Celena Olden - 1864 Eagle Ranch Road provided the council with her comments in regarding elk herd concerns and protecting trails from overuse. Inquired about Eagle Ranch Wildlife Agreement. Also stated concerns related to winter use of the golf course area and requested a speed reduction on Brush Creek Road to 25 mph. Would like the Town to

consider closing Haymaker Trail for wildlife.

Shiela Loudermilk – provided the council with a photo of the elk herd along I70 in Eagle. Expressed her concerns about the elk herd on Haymaker Trail.

Mayor Scott Turnipseed stated the Council will have a work session open to public on May 31st for presentation of the draft Open Space and Trails Master Plan.

PRESENTATIONS

1. Arbor Day Proclamation
Mayor Scott Turnipseed read the Proclamation into the record.

CONSENT AGENDA

Councilmember Mikel Kerst requested to abstain from the minutes of March 22, 2022.

MOTION: Councilmember Janet Bartnik motioned to approve the Consent Agenda excluding the Minutes from March 22, 2022. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

MOTION: Councilmember Janet Bartnik motioned to approve the Minutes from March 22, 2022. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday), 0 opposed and 1 (Kerst) abstain.

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

1. Town Manager Update
Jim White stated he is continuing to work with Raftelis on the water rate study. He also provided that staff will add to the June 7th work session to include a land use discussion with Clarion and possibly a speaker to address diversity and inclusion.

2. Department Update
Council comments: requested Chief Stauffer to send information about Snap Chat in a newsletter to parents at the Middle School. Discussion about the river park sediment and working with S20 and addressing issues with water park features.
3. Sales Tax Report

LIQUOR LICENSE AUTHORITY

Mayor Scott Turnipseed convened as the Liquor License Authority.

Mayor Scott Turnipseed opened the public hearing.

Applicant Brian Kunkel was present for this item.

Mayor Scott Turnipseed opened public comment. There was no public comment.

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

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

BUSINESS ITEMS

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"
Mayor Scott Turnipseed opened the public hearing for this item.

Mayor Scott Turnipseed opened public comment. There was no public comment.

MOTION: Councilmember Sarah Parrish motioned to approve 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". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

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"
Mayor Scott Turnipseed opened this item.

Community Development Director Chad Phillips updated the Council that Carmen Weiland has withdrawn.

Both Jennifer Filipowski and Keith Klesner were present for this item and both gave a brief introduction.

Town Clerk Jenny Rakow provided the council with paper ballots to vote on the regular member and the first alternate. After the votes were tallied, Keith Klesner was selected as the regular member and Jennifer Filipowski was selected as the first alternate.

MOTION: Councilmember Nick Sunday motioned 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” with Keith Klesner as the regular member and Jennifer Filipowski as the first alternate. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

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"

Councilmember Janet Bartnik recused herself from voting on this item and exited the council room.

Mayor Scott Turnipseed opened this item.

Mountain Recreation Board President Liz Jones and Vice President Michael McCormack were both present and provided the council with information regarding the ballot question and funding request as it related to the Eagle community and the Eagle Pool & Ice Rink.

Council Comments: discussion on where how annual funding is council spent by Mountain Recreation. Discussion on updating the Intergovernmental Agreement as it relates to maintenance if the ballot question does not pass. The council requested estimates on current and projected operating and maintenance costs for the Pool & Ice facility. Jill Kane provided that the Town’s intent was to use Tobacco Tax revenue and previously budgeted “noon ball” funds towards Mountain Recreation annual funding.

MOTION: Councilmember Ellen Bodenhemier motioned to approve 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". The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday), 0 opposed and 1 recuse (Bartnik).

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"

Council Comments: concern regarding supporting ballot issues as a government entity. Matt Mire Town Attorney provided information relating to FCPA and the ability for the Council to approve a Resolution in support.

MOTION: Councilmember Ellen Bodenhemier motioned to approve 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". The motion was seconded and passed with a vote of 4 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer) and 2 opposed (Parrish and Sunday) and 1 recuse (Bartnik).

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items
Councilmember Sarah Parrish requested MEAC be given the ability to grant community event funding.
2. Council Committee Updates

EXECUTIVE SESSION – 7:15 PM

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).

MOTION: Councilmember Janet Bartnik motioned to enter in 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) and to adjourn the regular meeting at its conclusion. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

ADJOURN – 8:45 PM

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Stephan Wilson P.E., Utility Manager

Date: March 13, 2022

Agenda Item: RESOLUTION NO. 35 (Series 2022) A RESOLUTION APPROVING A CONTRACT WITH DRC CONSTRUCTION SERVICES INC. FOR SANITARY SEWER SYSTEM CLEANING

REQUEST:

Review and approve of sanitary sewer collections system cleaning and inspection proposal submitted by DRC Construction Services, Inc. March. 29 2022.

BACKGROUND:

The Town of Eagle has administratively divided the collection system into three separate zones for yearly flushing and inspection purposed. Each Zone is cleaned on a three year rolling cycle. The flushing program is conducted to meet obligations for the Town insurer CIRSA and to proactively maintain the collection system. Zone 3 consists of 73,079 linear feet (LF) of collection system line and is scheduled for cleaning and inspection in 2022.

As a part of the Town's Wastewater Treatment Facility (WWTF) discharge permit the Colorado Department of Public Health and Environment Water Quality Control Division (CDPHE-WQCD) has included an Inflow and Infiltration (I&I) compliance schedule requiring the Town to address I&I through a study of the collection system. To satisfy a portion of this requirement the Town can conduct CCTV inspections of a portion of the collection system Zone being cleaned to assess current condition and identify needed repairs.

ANALYSIS:

The Town received three proposals in total, one from Snowbridge Inc. and two from DRC Construction Services, Inc. The proposal being recommended is thought to provide the most value in regard to both budget and area cleaned.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT:

The Town currently has budget to fully contract out 73,079 LF of collection system maintenance and inspection. Town staff are anticipating being able to assist with traffic control and perform work where necessary to reduce the burden on the selected contractor. The total cost of work completed under this proposal is anticipated to cost \$91,438.95.

Cleaned by	Maintenance Proposed	Length - feet
Contractor	Jetting	22,283
	CCTV	73,181
New Construction	None	
Total Cleaned		73,181

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

1. Town insurer CIRSA obligations met for the maintaining the collection system.
2. A portion of the CHPHE-WQCD I&I compliance schedule commitments met.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve of or deny adoption of Resolution No. 35 (Series 2022) A Resolution Approving a Contract with DRC Construction Services Inc. For Sanitary Sewer System Cleaning.

ATTACHMENTS:

- Resolution No. 35, Series 2022
- Agreement for professional services between the Town of Eagle Colorado and DRC Construction Services Inc.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 35
(Series 2022)

A RESOLUTION APPROVING A CONTRACT WITH DRC CONSTRUCTION SERVICES INC. FOR SANITARY SEWER SYSTEM CLEANING

WHEREAS, the Town of Eagle desires to contract with DRC Construction Services Inc. for sanitary sewer collections system cleaning and inspection pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, DRC Construction Services Inc. agrees to perform such services on the terms and conditions set forth in Exhibit "A"; and

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

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

The Town Council approves an Agreement for Professional Services with DRC Construction Services Inc. for services attached as Exhibit "A."

RESOLVED, APPROVED, AND ADOPTED THIS 26TH DAY OF APRIL 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 26 day of April, 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 DRC CONSTRUCTION SERVICES INC., a Contractor with an address of 4100 Rio Grande Ave, PO Box 640, Sedalia, CO 80135 ("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 per the prices outlined in Exhibit A. 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

DRC Construction Services, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2021, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

Attachments:

- Browns Hill Engineering and Controls Inc. proposal r5 date January 12, 2022

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 _____, 2021, 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 on a unit cost not to exceed basis:

- Contractor shall conduct CCTV inspect PVC pipe at a unit price of \$0.75 per linear foot (LF) not to exceed 22,285 LF.
- Contractor shall conduct a single pass clean, screen/vacuum debris only at a unit price of \$1.90 per LF not to exceed 73,181 LF.
- Contractor shall conduct MACP-1 Manhole Inspections at a unit price of \$30 EA not to exceed 100 EA.
- Contractor mobilization cost shall be paid at a rate of \$300 per day not to exceed 35 days.

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:

- Completed CCTV and flushing log from template provided by the Town.
- Inspection records including CCTV footage in a digital format.

DRC Construction Services, Inc.

4100 Rio Grande Ave
PO Box 640
Sedalia, CO 80135
(303) 688-2166 (p)

Date: March 29, 2022

Project: Town of Eagle - Area 3 Cleaning & CCTV Inspection

Attn: Stephan Wilson

DRC Construction Services, Inc. is pleased to provide this proposal for the following work items:

Item	Description	Qty	Unit	Unit Price	Total
1	CCTV Inspection	22283	LF	\$0.75	\$16,712.25
2	Sanitary Sewer Cleaning	73181	EA	\$0.70	\$51,226.70
3	MACP-1 Manhole Inspections	100	EA	\$30.00	\$3,000.00
4	Mobilization, Per Diem & Lodging	35	Days	\$300.00	\$10,500.00
5	Traffic Control (As Required)	4	Days	\$2,500.00	\$10,000.00
TOTAL					\$91,438.95

Exceptions & Exclusions

- Quantities are estimated, unit prices apply,
- Proposal does not include traffic control, construction water, bonding or permits; If any are required of DRC they will be provided at additional cost plus 10%
- CCTV Inspection per PACP Format, Cleaning of Sewer Lines, Manhole Inspections per MACP Format, Per Diem & Lodging based on 2 person crew .
- DRC will make every effort to complete inspections of each pipeline from upstream to downstream access points, however it will be at the sole discretion of our operator as to continue past obstructions or other obstacles that may pose a risk to equipment.
- Should equipment become trapped or lodged in existing pipeline due to existing pipe conditions or other factors outside of DRC's control an excavation will be completed to retrieve equipment, undamaged, by the General Contractor and will be at no expense to DRC.
- Standard certificates of insurance will be sent to the general contractor upon award of bid items to DRC.

Regards,

Patrick Carroll
DRC Construction Services, Inc.

Accepted by:

Name:

Company:

Date:



To: Mayor Turnipseed and Town Council

From: Joey Staufer, Chief of Police

Date: April 26, 2022

Re: Amendment to the Town of Eagle Municipal Criminal Code: Harassment

REQUEST:

Staff respectfully requests the amendment of the Town of Eagle Municipal Code Harassment 9.12.050(A)(4) in order to strike certain language, which was recently deemed unconstitutional by the Colorado Supreme Court in *People v. Moreno*, 22 CO 15 (2022).

INTRODUCTION:

As noted by Town Attorney Matt Mire, this memorandum addresses the impact of the Colorado Supreme Court's recent decision in *People v. Moreno*, 22 CO 15 (2022). The *Moreno* case addressed the state harassment statute, C.R.S. § 18-9-111(e), and found certain language in that statute to be an unconstitutional restraint on free speech. Based on *Moreno*, the Eagle Municipal Code section prohibiting harassment should be modified.

ANALYSIS AND ALTERNATIVES:

Currently, the Eagle Municipal Code contains a provision that covers harassment, which states in pertinent part, that it is unlawful for a person to:

*Directly or indirectly [initiate] communication with a person or [direct] language toward another person, anonymously or otherwise, be telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interaction electronic medium **in a manner intended to harass** or threaten bodily injury or property damage, or make any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, data network, text message, instant message, or other interactive electronic medium that is obscene;*

The portion of our Eagle Municipal Code Harassment 9.12.050(A)(4) (emphasis added in red font), essentially mirrors language struck by the *Moreno* court, and should thus be modified.

The *Moreno* court found that the Harassment statute was not narrowly tailored, but to avoid invalidating the entire Harassment statute, the court found that striking the phrase "intended to harass" would rid the statute of the constitutional issues.

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

No staff or budget impact projected with this change.

RECOMMENDED ACTION AND PROPOSED MOTION:

Amend Eagle Municipal Code Harassment 9.12.050(A)(4) by striking the partial sentence, **in a manner intended to harass.**

PREPARED BY:

Chief of Police Joey Staufer

ATTACHMENTS:

Draft ordinance updating the Eagle Municipal Criminal Code: Harassment; to clarify the language and remove the issues identified by the *Moreno* court.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 07
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 9.12.050 OF THE EAGLE MUNICIPAL CODE REGARDING
HARASSMENT

WHEREAS, the Colorado Supreme Court's recent decision in *People v. Moreno*, 22 CO 15 (2022) modified C.R.S. § 18-9-111(1)(e) by striking language that it found created an impermissible restriction on free speech; and

WHEREAS, Eagle Municipal Code § 9.12.050(A)(4) contains substantially similar language to C.R.S. § 18-9-111(1)(e).

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

Section 1. Section 9.12.050 of the Eagle Municipal Code is amended to read as follows:

9.12.050 – Harassment

- A. A person commits the Class A municipal offense of harassment if, with intent to harass, annoy, or alarm another person, they:

* * *

4. Directly or indirectly initiates communication with a person or directs language towards another person in any medium, anonymously or otherwise, in a manner intended to threaten bodily injury or property damage, or makes any comment, request, suggestion, or proposal in any medium that is obscene;

* * *

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 26, 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 26, 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:

- **Regional Transportation Authority (RTA)**
Planning for an RTA in Eagle County is in progress. We will receive an update on the current status of the RTA as it aims for an election for approval on November 8, 2022.
- **Water Rate and Tap Fee Study Presentation (Raftelis)**
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. We have connected now and plan to talk Tuesday, April 26, 2022.
- **2021 Audit Preparation**
On Wednesday, April 20, 2022, Jill Kane and I met with our auditor, Roger Maggard, of Maggard and Hood to discuss plans and the schedule for the 2021 audit process.

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/Executive Session
May 31, 2022	Open Space and Trails Presentation
June 7, 2022	Clarion Consultant Update

Economic Development

- The Downtown Development Authority (DDA) is preparing to host **its Partnership Summit on Wednesday, May, 4, 2022**, facilitated by the consultants from Downtown Colorado, Inc (DCI). The Summit will be in the Town Council Chambers, beginning with the DDA meeting at 5pm. The Partnership Summit will formally begin at 5:30pm and is scheduled till 7pm. Sarah Parrish is the Town Council liaison to the DDA and Chad Phillips and I represent the Town staff. Invitations have been extended to the EVC, Chamber, Community Development, and others to assimilate and share information related to the DDA and its focus on businesses downtown.
- The next **Art Walk** is scheduled for Friday, May 13, 2022.
- The Economic Vitality Committee (EVC) **will meet again on Monday, May 16, 2022 at 1pm**. Nick Sunday is the Town Council liaison to the EVC and I represent the Town staff. EVC Chair, Kevin Brubeck, has asked for clarification of the bylaws and the membership, as some members have left and several others have expressed interest. Jenny Rakow and I are addressing those questions. It will likely result in a Resolution to Town Council for reappointment in May, 2022. We also anticipate a Community Survey and Dashboard review at the next EVC meeting. A copy of the Town's Sales Tax Report was provided at the last EVC meeting in April, 2022. Kevin Aoki, IT, made a presentation to the EVC at its April meeting. His presentation was similar to those he gave to the Town Council and the DDA previously.

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

- Tuesday, April 19, 2022, I made call to Greg Winkler, our Department of Local Affairs (DOLA) Field Representative, to inquire about any assistance he could provide in leading us to federal grant sources. Despite much conversation about federal funding which will be available, he indicated that they have not “pulled the trigger” yet on releasing many of the funding sources. We also agreed to set a meeting to discuss potential DOLA funding for the Town of Eagle.
- Greg Piburn, Town Council Retreat facilitator, during the second week in May, will begin calling each Town Council member to discuss your thoughts about the upcoming Retreat. The Retreat will be held at Frost Creek.
- Wednesday, April 20, 2022, we convened the Selection Committee to review the list of candidates we had for the full time Town Manager position. Janet Bartnik and Nick Sunday are the Town Council representatives on the committee, Lynette Horan, HR, and I are the Town staff representatives. KRW Consultants, are now doing more research on the candidates still under consideration. On May 25th and May 26th, we will convene several panels to interview finalists after the Town Council makes that selection in early May.
- Thursday, April 21, 2022, I attended the Chamber Mixer at Edward Jones in Gypsum.
- 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.
- Friday, April 22, 2022, I reached out to Sam Light, CIRSA attorney, to begin planning for the training he will be providing to the Town Council at its Work Session on May 3, 2022 at 4pm.
- Also on May 3, 2022, a Town Council Executive Session will follow CIRSA training to give the Town Council an opportunity to pare down the remaining list of Town Manager candidates for final interviews on May 25, 2022 and May 26, 2022. A Community “Meet and Greet” will be held for candidates in the evening on Wednesday, May 25, 2022 in the Town Council Chambers. More details will be forthcoming 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

Eagle Valley Transportation Authority

Community update and discussion about
proposed Intergovernmental Agreement

April 26, 2022 | Town of Eagle



Regional Transportation Authorities (RTAs)

- RTA is a public entity that allows two or more local governments—including counties, cities, town and metro districts—to work together to address regional transportation issues
- RTA transportation services may include transit, air, roadway and other services
- RTAs are governed by a board of appointed elected officials representing the partner governments and must follow open meeting and fiscal accountability and transparency laws
- RTA creation must be approved by local voters
 - RTAs can also seek voter approval to collect tax revenue and issue bonds

Background

- In early 2020, Eagle County business community engaged local governments to find better ways to address transportation needs for workforce, residents and visitors
- Looking at the Roaring Fork Transit Authority (RFTA) and other examples, conversation turned toward feasibility of Regional Transportation Authority (RTA) to enhance and expand transit and transportation services across this region
- COVID-19 pandemic put this conversion on hold
- Eagle County; the towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail; and Beaver Creek Metro District—along with business and nonprofit partners—have renewed collaborative work toward improving regional transportation

RTA Formation Participants

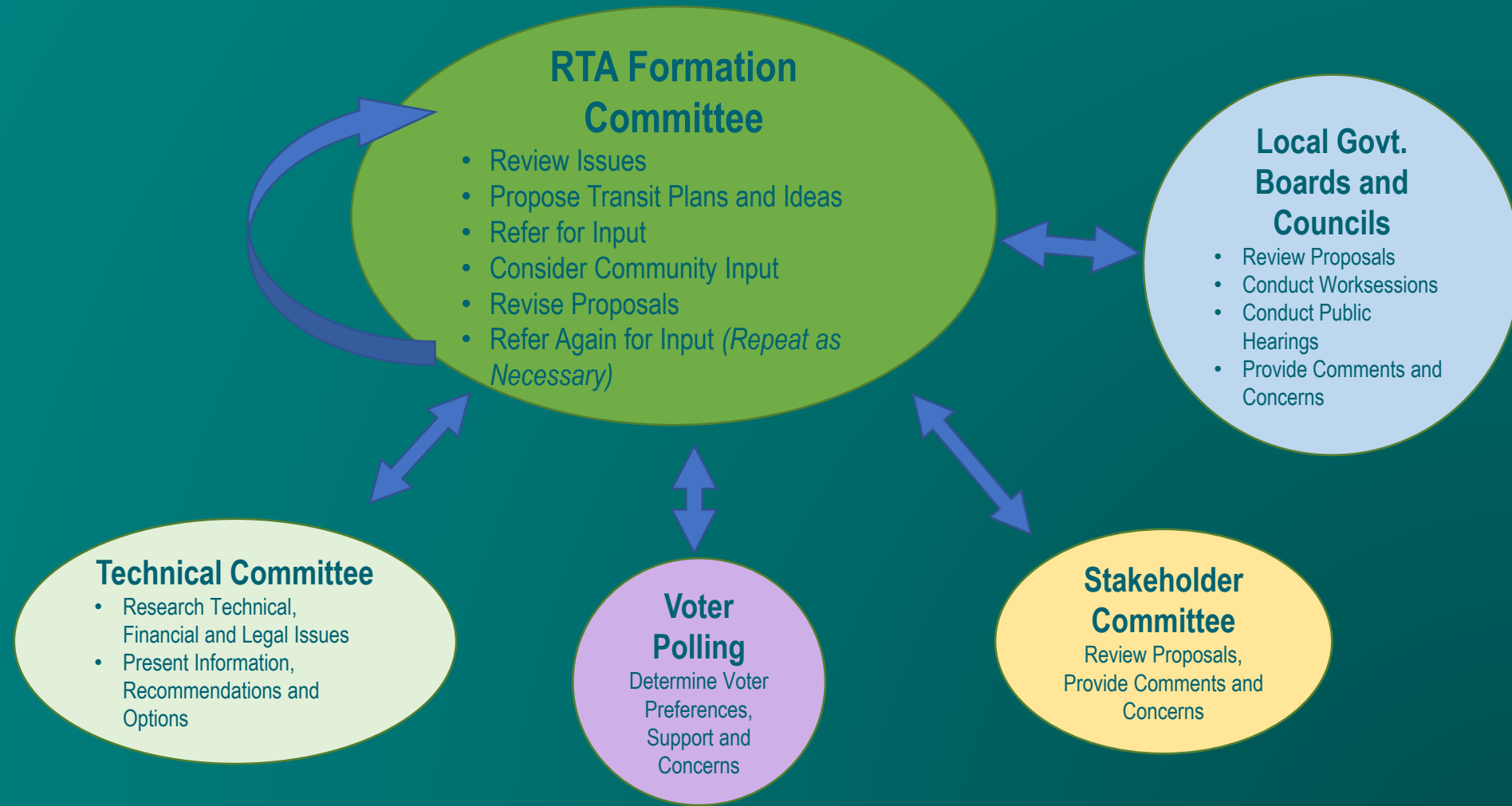
- Collaborative process between local governments
 - Support and input from stakeholders, including employers, nonprofits, metro districts, community members
- Began formally in fall 2021 with approval of Memorandum of Understanding
 - Agreement that was approved by eight local governments that set tasks (IGA and service goals), membership, financial resources and oversight
- **Formation Committee**—Elected officials representing each community; responsible for IGA, future ballot language, tax/funding amounts
- **Technical Committee**—Government staff, transit directors, business partners, others who are working on service goals, cost estimates and other tasks
- **Stakeholder Committee**—Community members who provide diverse backgrounds to help offer feedback and additional points of view on transit needs

Reasons to Consider an RTA

- Eagle County's population is growing, our resorts have continued to be world class destinations and visitors continue to visit to this region
 - Growth provides economic opportunities for many, but also strains our region's housing and transportation systems
- As we emerge from the pandemic, it's time to work on collaborative solutions to increase transit and transportation options
 - Doing this will support our workforce; help Eagle County residents get to work, home and school safely; and for visitors to enjoy their Eagle County experience
- Transportation is a regional issue requiring a truly regional solution
- RTA can support our shared climate goals and prepare our communities for the next 10 to 20 years

Iterative Process

Repeat
process
until voter
support is
identified



RTA Timeline

- April/May:** Public hearings by local governments on IGA
- April/May:** Benchmark public survey
- May/June:** First phase of public engagement
- May 27:** RTA IGA referred to CDOT for review and comment (90 days comment period)
- August:** Local governments to consider final version of IGA and resolution to refer to election
- August:** Second phase of public engagement
- Sept. 9:** Last day to refer ballot question to Nov. 2022 election
- Sept. to Nov.** Campaign phase
- Nov. 8:** Election day

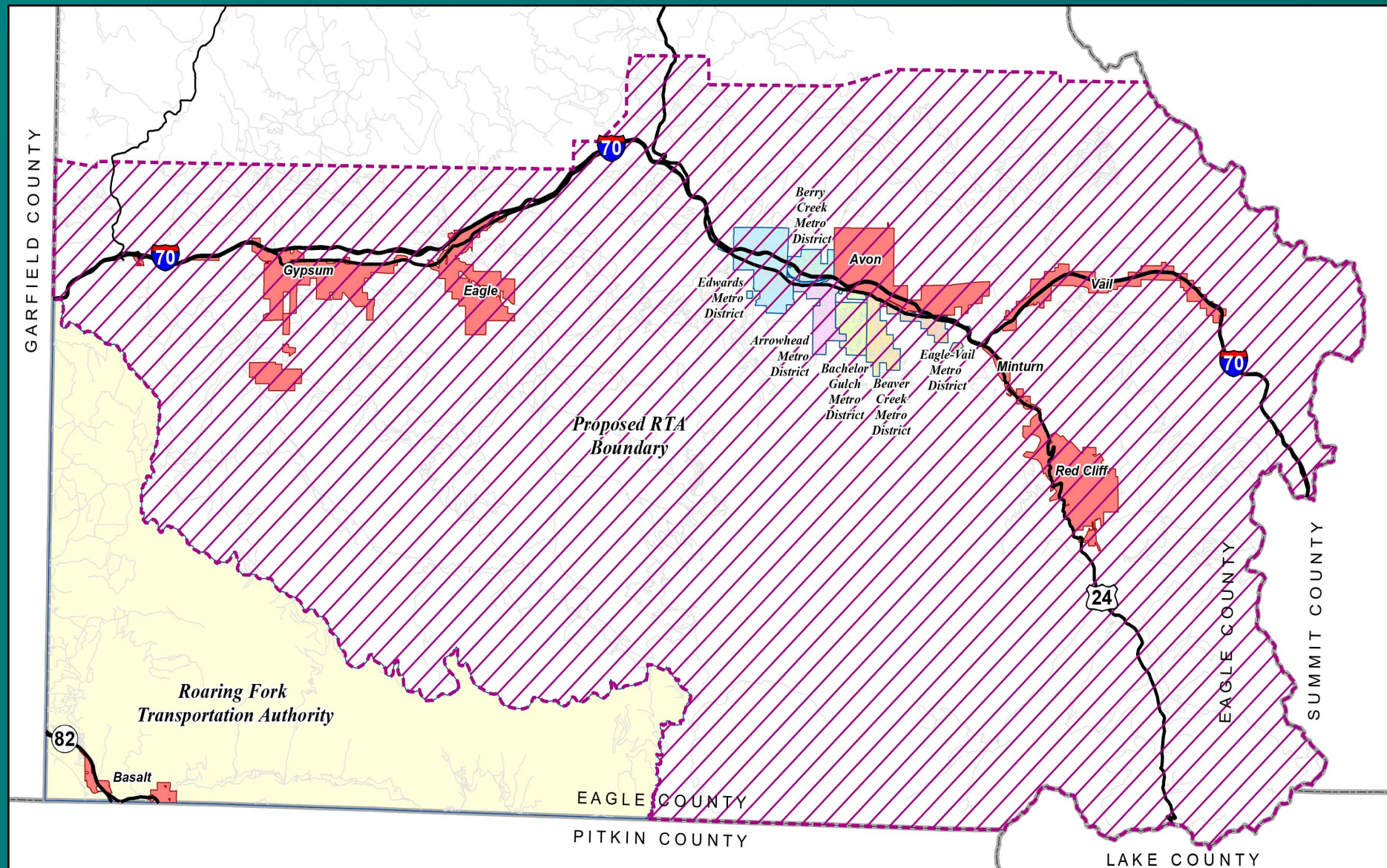
Establishing an RTA

- Creation of an RTA is a formal process defined in state law
- Local governments involved must work together to create an intergovernmental agreement (IGA)—a legal document that sets forth the governance, service goals and other key operating provisions of the RTA
- “Charter” document must be agreed upon by the elected councils and boards in each community
 - Ultimately, voters must agree to the formation of the RTA and any taxing or bonding requests made to provide funding for the RTA’s services and operations
- IGA process requires two separate public hearings to be held in each jurisdiction considering adopting the IGA
 - Feedback from council and public will be shared with the RTA formation committee to help address local community needs and concerns

Intergovernmental Agreement (IGA)

- IGA establishes a Board of Directors that consists of one elected official from each member entity
 - Action by the Board must be approved by a two-thirds majority of the Board, except for certain more procedural actions, such as setting meetings
 - Each member also appoints an alternative director who also is an elected official and participates when the primary member is unavailable
- Contemplates funding for RTA, including:
 - 0.5% sales and use tax within the boundaries of authority
 - Pledging Eagle County's existing 0.5% transportation sales tax (to be used on ECO Transit services)
 - Potential 1% Visitor Benefit Tax within the boundaries of the Authority
 - Discretionary member contributions
 - Federal and State grants

Proposed RTA Boundaries



Intergovernmental Agreement (IGA)

- Provides RTA all available statutory powers and specific responsibilities, including:
 - Assuming ECO Transit services (subject to a transition plan to be developed)
 - Annual short- and long-term transportation planning for the Eagle Valley
 - State and federal coordination for grant funding and regional transit
 - Contracting for transit services and build transportation infrastructure
 - Maintaining regional trails and pedestrian infrastructure
 - Supporting increased commercial air service
- Operating and funding specific initial projects, including:
 - Developing a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek
 - Increasing other current ECO Transit service, including on Highway 6, Dotsero, and Leadville
 - Implementing new transit routes , including an Eagle-Gypsum circulator and additional peak workforce commute hour express service
 - Accelerating zero-emission transition

Intergovernmental Agreement (IGA)

- IGA establishes key procedures for RTA moving forward:
 - Requires that each member hold an election to be included
 - As drafted, Avon, Beaver Creek, Eagle County and Vail must vote yes, or the RTA will not be formed and IGA will terminate
 - Provides pathway for members to leave RTA and for new members to join:
 - Members may withdraw by vote of the electors
 - Members may be added with Board approval and a vote of the electors within the boundaries of the new member
 - States that RTA may be terminated by unanimous agreement of the members, provided no bonds are outstanding
 - Allows IGA to be amended by unanimous vote of the member governments, minus one

RTA Service Goals

- Comprehensive, multi-modal transportation enhancement and optimization
 - **Benefit residents** with enhanced transit service
 - **Benefit eagle county businesses** that desire effective transit for employees
 - **Improve the visitor experience** to maintain economic competitiveness
 - Increase transit ridership to reduce reliance on single occupant vehicle use
 - Regional representation with a comprehensive, long-range planning view
- **Overall intent is to maintain, enhance and expand current ECO transit service**

RTA Service Goals

1. Enhance Existing Regional Transit Service

- Assume responsibility for existing transit service as currently provided by ECO Transit on the following routes
- Develop and implement a fare-free transit zone with expanded service, which may include all or portions of Avon, Vail, Minturn and Beaver Creek, to better meet both visitor and workforce needs, reduce congestion, and limit parking demand
- Planning for more enhancements to ECO Transit routes be introduced as soon as equipment, staffing, and facilities allow

RTA Service Goals

2. Develop and Implement New Routes

- Within 12 months of Authority establishment:
 - Eagle-Gypsum Circulator Service
 - Limited Stop Express Service targeting peak workforce commute hours
- Explore feasibility of offering additional regional services that may be identified by the RTA

RTA Service Goals

3. Accelerate Conversion to Zero-Emission Operations

- Conversion of ECO's existing Highway 6 bus service to a zero-emission platform
 - Complete conversion to zero emission buses is anticipated to occur between 5 to 10 years (2028 to 2033)
- Development of zero-emission plans, timelines and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation

RTA Service Goals

4. Invest in Transit-Related Facilities & Infrastructure

- Allocate a portion of available revenues to upgrade existing facilities to support planned service expansion
- Funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities

5. Support Local Air Service

- Pledge approximately \$1.2M per year to support expanded year-round air service for residents and visitors of Eagle County to replace existing Air Alliance contributions, returning funds back to local governments

RTA Service Goals

6. EGE Airport Interchange

- Provide financial support for the construction of an EGE Airport Interchange by committing matching funds to be combined with other local funds if there are sufficient state and federal grant funds awarded for the construction of the EGE Airport Interchange

7. Develop & Implement First-Last Mile Solutions

- Design, financially support and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including park and ride facilities, bus stops, pedestrian crossings, e-bike sharing, on-demand microtransit, and community vanpool programs

RTA Service Goals

8. Support Regional Trail Planning

- Engage in regional trail planning, construction and maintenance with an emphasis on the provision of multi-modal linkages and first/last mile improvements to enhance transit ridership.

9. Lead Regional Transportation System Planning

10. Enhance Local, State, and Federal Coordination

11. Encourage Transportation Demand Management

Potential RTA Funding Sources

- Authorized Revenue Sources for RTA
 - up to 1 Cent Sales Tax
 - up to 2 Cent “Visitor Benefit Tax” (same as lodging tax or accommodations tax)
 - Ridership fares
 - Charges for Transit Services (may charge for transit service out of Transit Area)
 - Allowed by law but not currently under consideration
 - up to 5 Mill Property Tax
 - up to \$10 per Vehicle Registration Fee
 - **NOTE: Taxes require voter OK per TABOR**

RTA and IGA Feedback

- Input and feedback are critical to ensuring that this RTA proposal meets transportation needs and addresses concerns of our communities
- Invite public, elected officials, business owners and employers, nonprofits and all community members to provide feedback at:

EagleCountyRTA.org/feedback

Questions?

For more information:

Tanya Allen | 970-328-3533 | tanya.allen@eaglecounty.us

Bill Ray | 303-885-1881 | bill@wr-communications.com



**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

by and among

BEAVER CREEK METROPOLITAN DISTRICT

TOWN OF AVON, COLORADO

EAGLE COUNTY, COLORADO

TOWN OF EAGLE, COLORADO

TOWN OF GYPSUM, COLORADO

TOWN OF MINTURN, COLORADO

TOWN OF RED CLIFF, COLORADO

and

TOWN OF VAIL, COLORADO

Dated as of [May 31, 2022]

Providing for the establishment of the “Eagle Valley Transportation Authority” as a Colorado Regional Transportation Authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS.....	2
ARTICLE 2 ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS.....	4
ARTICLE 3 BOARD OF DIRECTORS	7
ARTICLE 4 ADVISORY COMMITTEES	10
ARTICLE 5 OFFICERS	10
ARTICLE 6 POWERS OF THE AUTHORITY	12
ARTICLE 7 FUNDING THE AUTHORITY.....	15
ARTICLE 8 REORGANIZATION	16
ARTICLE 9 MEMBERS	17
ARTICLE 10 TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION.....	18
ARTICLE 11 DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES	19
ARTICLE 12 AMENDMENTS	19
ARTICLE 13 MISCELLANEOUS	20

EAGLE VALLEY TRANSPORTATION AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of [May 31, 2022] by and among the **BEAVER CREEK METROPOLITAN DISTRICT**, the **TOWN OF AVON, COLORADO**; **EAGLE COUNTY, COLORADO**; the **TOWN OF EAGLE, COLORADO**; the **TOWN OF GYPSUM, COLORADO**; the **TOWN OF MINTURN, COLORADO**; the **TOWN OF RED CLIFF, COLORADO**; and the **TOWN OF VAIL, COLORADO** (together the “Initial Signatories”).

RECITALS

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the “Act”), Colorado counties, municipalities, and special districts with street improvement, safety protection, or transportation powers, are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth herein, are authorized to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statute”), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so;

WHEREAS, the Initial Signatories are a Colorado county, a Colorado special district, and certain Colorado municipalities located within the boundaries of Eagle County that desire to form a regional transportation authority to serve the greater Eagle River Valley community pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating, and maintaining regional transportation systems;

WHEREAS, enhancing regional transportation services for Eagle County residents, businesses and visitors is a crucial step in meeting the communities’ workforce, economic and climate goals, and regional transportation services support Eagle County socially and economically, helping employees get to work safely and visitors to enjoy their Eagle County experience;

WHEREAS, the signatories of this Agreement wish to work toward collaborative solutions that will increase transportation and transit options throughout the greater Eagle River Valley, as well as increase air connections to the Eagle River Valley;

WHEREAS, extensive input from local businesses, employees, nonprofits and community members have made clear that the creation of a Regional Transportation Authority (“RTA”) is a

desirable way to plan, finance, implement and operate a more comprehensive regional transportation system that better meets the needs of communities;

WHEREAS, an RTA serving the greater Eagle River Valley is poised to improve transit service, increase ridership and efficiency across the valley's existing transit agencies, provide affordable or free transit to the valley's visitors and employee base, strengthen the connection between the valley's different communities, and advance local climate action goals by reducing car trips and increasing the use of low or zero emission public transportation; and

WHEREAS, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 602 of the Act: "Bond," "Construct," "Construction," "County," "Municipality," "Person," "Regional Transportation Activity Enterprise," "Regional Transportation System," and "State".

Section 1.02 Other Definitions. The following terms shall, when capitalized, have the following meanings:

"Act" is defined in the Recitals.

"Advisory Committee" means two or more persons appointed by the Board pursuant to Article 4 of this Agreement for the purpose of providing advice to the Board.

"Agreement" means this Eagle Valley Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms contained therein.

"Alternate Director" means any person appointed as an Alternate Director pursuant to Section 3.03 of this Agreement.

"Authority" means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

“*Authority Sales Tax*” means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(1) of the Act.

“*Authorized Transportation Projects*” refers to the Regional Transportation Systems projects described in Appendix C of this Agreement, as such projects may be amended from time to time in accordance with Article 6 of this Agreement.

“*Ballot Question*” refers to any of the questions listed in Section 2.04(a)(i)-(viii) of this Agreement, and shall mean a “Ballot Issue,” as defined in Title 1, Article 1, Part 104(2.3), Colorado Revised Statutes, as amended. The Ballot Question for each of the Initial Signatories are collectively referred to as the “Ballot Questions.”

“*Board*” means the Board of Directors of the Authority.

“*Boundaries*” means the boundaries of the Authority illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement, as such Appendices may be amended from time-to-time in accordance with Article 12 of this Agreement.

“*Director*” means any person appointed as a Director pursuant to Section 3.02 of this Agreement. Whenever the person appointed as a Member’s Director is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 of this Agreement.

“*Division of Local Government*” means the Division of Local Government in the State Department of Local Affairs.

“*ECRTA*” means the Eagle County Regional Transit Authority (Fund 1151) which operates Eagle County’s current ECO Transit public transportation service, and which is also referred to in this Agreement as “ECO Transit.”

“*Governing Body*” means, when used with respect to a Member, the town council, board of trustees, board of commissioners or other legislative body, as appropriate, of such Member.

“*Initial Boundaries*” means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article 10.01 of this Agreement, as such Initial Boundaries are illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement.

“*Initial Members*” means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 of this Agreement.

“*Initial Signatories*” means the county, special district, and municipalities that are signatories to this Agreement in its original form.

“*Intergovernmental Relations Statute*” is defined in the Recitals.

“*Member*” means (a) the Initial Members and (b) the State or any Municipality or County or special district that becomes a member of the Authority pursuant to Section 9.03 of this Agreement.

“*MOU*” means the Memorandum of Understanding Establishing a Regional Transit Authority Formation Committee entered into by and among the Initial Signatories for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community.

“*Officer*” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“*Regional Transportation Systems*” shall have the meaning given to it in Section 602(16) of the Act.

“*Visitor Benefit Tax*” means a visitor benefit tax levied by the Authority in all or any designated portion of a Member in accordance with Section 605(1)(i.5) of the Act and Section 7.01 hereof.

ARTICLE 2

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01 Establishment. A regional transportation authority to be known as the “Eagle Valley Transportation Authority” shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by this Agreement among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with Section 603(3) of the Act; and (ii) has executed this Agreement, which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by Section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement;

(b) this Agreement will be submitted for approval, and has been approved by, a majority of the registered electors residing within the boundaries of the Initial Members at the time of the election, who voted in a general election or special election called for such purpose in accordance with Section 603(4) of the Act, which, for purposes of the November 8, 2022, election, shall be determined based on the votes cast on the Ballot Questions approved by the registered electors voting on the Ballot Questions that approve the participation in the Authority; and

(c) the Director of the Division of Local Government has issued a certificate pursuant to Section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

Section 2.02 Purpose. The purpose of the Authority is to plan, finance, implement and operate an efficient, sustainable and regional public multimodal transportation system at any location or locations within or without the Boundaries of the Authority, and exercise any or all other powers authorized by, and subject to compliance with, the Act.

Section 2.03 Boundaries. Subject to Section 2.05 and amendment to reflect to outcome of the Ballot Questions, the Initial Boundaries of the Authority shall be as illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement. For any territory included or annexed in the boundaries of a Member, the Boundaries shall automatically be amended to include such territory that has been included or annexed into the boundaries of the Member (for taxation purposes, as if such territory was included in the Boundaries of the Authority because the territory is included in the boundaries of such Member).

Section 2.04 Voter Approval.

(a) The Initial Signatories agree to submit Ballot Questions seeking voter approval of the establishment of the Authority; the baseline funding of the Authority in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) at an election held on November 8, 2022, that is conducted in accordance with the Act and other applicable law. Eight separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached of this Agreement as Appendixes B-1 through B-8, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

(i) the “Avon Question,” a draft of which is attached hereto as Appendix B-1, shall be submitted to the electors of the Town of Avon;

(ii) the “Beaver Creek Question,” a draft of which is attached hereto as Appendix B-2, shall be submitted to the electors of the Beaver Creek Metropolitan District;

(iii) the “Eagle Question,” a draft of which is attached hereto as Appendix B-3, shall be submitted to the electors of the Town of Eagle;

(iv) the “Gypsum Question,” a draft of which is attached hereto as Appendix B-4, shall be submitted to the electors of the Town of Gypsum;

(v) the “Minturn Question,” a draft of which is attached hereto as Appendix B-5, shall be submitted to the electors of the Town of Minturn;

(vi) the “Red Cliff Question,” a draft of which is attached hereto as Appendix B-6, shall be submitted to the electors of the Town of Red Cliff;

(vii) the “Vail Question,” a draft of which is attached hereto as Appendix B-7, shall be submitted to the electors of the Town of Vail; and

(viii) the “Unincorporated Eagle County Question,” a draft of which is attached hereto as Appendix B-8, shall be submitted to the electors of the unincorporated area of Eagle County within the boundaries described in Appendix A-2, exclusive of electors residing in the municipalities and special district that are Initial Signatories of this Agreement.

(b) With the intent to put forth these measures as a coordinated election under the Clerk of Eagle County, the Governing Body of each of the Initial Signatories named in the title of each Ballot Question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the Ballot Questions submitted by it in any manner that is consistent with the terms of this Agreement and the Ballot Questions attached in Appendices B-1 through B-8. Any Governing Body’s modification(s) to a Ballot Question that are inconsistent with the terms of this Agreement and the attached appendices shall require the written consent of each of the other Initial Signatories prior to its submittal to that body’s registered electors. The designated election official for a coordinated election shall be the Eagle County Clerk and Recorder.

(c) The costs of conducting the November 8, 2022, election shall be allocated from the funding contributions set forth in the MOU.

Section 2.05 Initial Members.

(a) Subject to Section 2.05(b) of this Agreement, the Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the Ballot Questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to this Agreement:

(i) the Town of Avon will be an Initial Member if the Town of Avon electors approve the Avon Question;

(ii) the Beaver Creek Metropolitan District will be an Initial Member if the Beaver Creek Metropolitan District electors approve the Beaver Creek Question;

(iii) the Town of Eagle will be an Initial Member if the Town of Eagle electors approve the Eagle Question;

(iv) the Town of Gypsum will be an Initial Member if the Town of Gypsum electors approve the Gypsum Question;

(v) the Town of Minturn will be an Initial Member if the Town of Minturn electors approve the Minturn Question;

(vi) the Town of Red Cliff will be an Initial Member if the Town of Red Cliff electors approve the Red Cliff Question;

(vii) the Town of Vail will be an Initial Member if the Town of Vail electors approve the Vail Question; and

(viii) Eagle County will be an Initial Member if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(b) The Initial Signatories agree that in order for the Regional Transportation Systems to be efficiently and effectively provided within the Authority's service area, participation of each of the Town of Avon, the Beaver Creek Metropolitan District, Eagle County, and the Town of Vail, is essential. This Agreement will terminate automatically and be of no further force and effect if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question do not each approve their respective ballot questions at the November 8, 2022, election.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.01 Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article 3. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate or prescribe the performance of any of its powers to any Director, Officer, employee or agent of the Authority with sufficient direction to comply with the non-delegation doctrine.

Section 3.02 Directors. The Board shall be composed of one Director appointed by each Member.

Section 3.03 Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting or in the event such Director has resigned or been removed and no replacement Director has been appointed.

Section 3.04 Appointment of Directors and Alternate Directors. As required by Section 603(2)(b)(1) of the Act, the Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member, and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

Section 3.05 Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Sections 3.02 through 3.04 of this Agreement.

Section 3.08 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09 Meetings, Notice. The Board shall annually establish times for regular meetings of the Board, which shall meet no less than quarterly. The Board may additionally call special meetings as it deems necessary or desirable. Meetings will be held at the location as may from time to time be designated by the Board. Public notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, Section 24-6-401 *et seq.*, Colorado Revised Statutes, as amended. Except in the case of special or emergency meetings where such advance notice is not practicable, the Authority shall provide at least 48 hours' advance notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.

Section 3.10 Resolutions, Quorum. All actions of the Board shall be by resolution, which may be written or oral, approved at a meeting that is open to the public according to the voting requirements set forth in Section 3.11. At least a quorum shall be necessary to take any Board action and at least two-thirds of all Directors then in office who are eligible to vote thereon will be required for action pursuant to Section 3.11(a). A quorum shall mean a number of Directors greater than half the total number of Directors then in office (which, if all Initial Signatories become Initial Members, will be five of the eight initial Directors). The Board may establish bylaws providing for electronic participation by a Director in a meeting, including requirements for a Director participating electronically to be considered "present" for purposes of establishing a quorum and voting on agenda items.

Section 3.11 Voting Requirements.

(a) Except as otherwise provided in subsection (b) of this Section, resolutions of the Board shall be adopted upon the affirmative vote of at least two-thirds of the Directors then in office who are eligible to vote thereon (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be six of the eight initial Directors).

(b) Provided a quorum is present, the following actions shall be approved upon the affirmative vote of a majority of the Directors of the Board then present who are eligible to vote thereon:

- (i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority's compliance with applicable law;
- (ii) approvals authorized by bylaws or rules previously approved by the Board;
- (iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;
- (iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;
- (v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and
- (vi) other actions that are reasonably incidental to prior Board approvals made under subsection (a) of this Section.

Section 3.12 Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.10 of this Agreement, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.10 of this Agreement by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.15 of this Agreement.

Section 3.13 Director Conflicts of Interest. Notwithstanding any other provision of this Agreement, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with Sections 18-8-308 and 24-18-101 *et seq.*, Colorado Revised Statutes, as amended.

Section 3.14 Powers of the Board. The Board shall, subject to the limitations set forth of this Agreement, have (a) all powers that may be exercised by the board of directors or a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by Sections 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.15 Bylaws and Rules. The Board, acting by resolution adopted as provided for in Section 3.10 or Section 3.11 of this Agreement, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.11(a) of this Agreement.

Section 3.16 Additional Directors. If at any time there are four or fewer Members, then, notwithstanding any other provision of this Agreement, in order to comply with the provisions of Section 603(2)(b)(1) of the Act requiring at least five Directors, the Directors representing the remaining Members shall, by unanimous consent, appoint such additional Directors and Alternate Directors as are necessary for there to be five Directors, and may likewise remove such Directors and Alternative Directors by consensus of the Directors appointed directly by the Members. If such remaining Directors are unable to reach unanimous consent, each Member shall appoint a second Director, until the total number of Members exceeds five at which time each Member shall revert to appointing a sole Director.

Section 3.17 References. All references of this Agreement to the Director and Alternate Director of a Member shall be deemed to refer to the initial and the additional Director and Alternate Director, as appropriate, appointed by such Member.

ARTICLE 4 ADVISORY COMMITTEES

The Board may appoint, maintain, and/or disband one or more Advisory Committees at any time in order to advise the Board with respect to policy and service matters. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE 5 OFFICERS

Section 5.01 Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5. Alternate Directors shall not assume the officer position of any Director unless so designated by action of the Board.

Section 5.02 Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and

customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 5.03 Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

Section 5.04 Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal (if any), be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.05 Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for ensuring the timely preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give or authorize receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall ensure that full and accurate records of the receipts and disbursements are maintained, and shall ensure that all moneys and other valuables are deposited in such depositories as shall be designated by the Board. The Treasurer shall ensure deposit and investment of all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.06 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

Section 5.07 Resignation and Removal. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

Section 5.08 Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article 5, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer or employee.

Section 5.09 Vacancies. Vacancies in the office of any Officer or employee shall be filled in the same manner in which such office was originally filled.

Section 5.10 Compensation. The Authority shall determine and may compensate Officers and employees who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

ARTICLE 6 POWERS OF THE AUTHORITY

Section 6.01 General Grant of Powers. The Authority shall, subject to the limitations set forth in this Agreement, have (i) all of the powers granted to regional transportation authorities by the Act and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 6.02 Specific Responsibilities. In addition to the general powers described in Section 6.01 of this Agreement, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 of this Agreement.

(a) Regional Transportation Systems. The Authority shall coordinate and may operate and fund Regional Transportation Systems and provide such related services as are necessary in order to effect the Authorized Transportation Projects described in Appendix C, as may be amended from time to time in accordance with Article 12 of this Agreement.

(b) Regional Transportation Planning. The Authority shall engage in annual regional transportation planning to direct the implementation of Regional Transportation Systems, pursue local, federal or state funding, and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

(c) Regional Transportation Demand Management. The Authority shall develop plans, programs, and materials to support individuals and employers in their efforts to reduce single-occupancy vehicle trips and mitigate climate impacts in Eagle County, in coordination with local jurisdictions, CDOT, NWCCOG, the I-70 Coalition and other relevant organizations.

(d) Enhance Local, State, and Federal Coordination.

(i) The Authority shall represent the Eagle Valley region with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations.

(ii) The Authority shall coordinate with the Colorado Department of Transportation (“CDOT”) and federal governing agencies to enhance regional transit, including but not limited to, improvements to connections to the Authority area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport.

(e) First-Last Mile Solutions. The Authority may study, design, financially support and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to park and rides, pedestrian crossings, and regional innovative mobility programs such as regional e-bike sharing, on-demand microtransit, and community vanpools.

(f) Contract Transit Services.

(i) The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.

(ii) The Authority may initially enter into contracts with Eagle County for the continuation of ECO Transit service during and after the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to ensure the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority.

(g) Local Service. The Authority may fund projects or services that serve the residents and businesses of a single Member (as distinguished from regional services) but, except as otherwise specifically provided in this Agreement, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority’s service area.

(h) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new facilities, park-and-rides, transit stops, vehicle maintenance garages, trails, or other necessary infrastructure related to operations under the purview of the Authority.

(a) Planning, Construction, and Maintenance of Regional Trails and Pedestrian Infrastructure.

(i) The Authority shall provide planning and funding support for regional public trail maintenance, improvement, and construction, in cooperation with Members, advisory groups and other agencies, including but not limited to USFS, BLM and CDOT. The Authority will place emphasis on multi-modal transportation-oriented trails that

provide improved accessibility and connections between transit nodes, population centers, and communities.

(ii) The Authority may plan for transitioning the operations, maintenance, capital improvements, and funding required for Eagle County's ECO Trails partnership, including the Eagle Valley Trail, after completion of all currently planned sections and no sooner than December 31, 2024.

(i) Contract Air Services. The Authority may enter into contracts with commercial air service carriers for the provision of air services in the manner and subject to the terms of such contracts.

(j) Roadway Improvements. Subject to the Gypsum Question first being approved by the electors of the Town of Gypsum, the Authority shall provide financial support for the construction on an EGE Airport interchange, including commitment of matching funds to be combined with other local matching funds in support of the pursuit of state and federal grant funds. Any obligation of the Authority to provide matching funds will be conditional upon first securing funds for construction of the EGE Airport Interchange from all other available federal, state, and local funding sources and shall not exceed an amount budgeted therefor by the Board. It is anticipated that the Town of Eagle, Town of Gypsum, Eagle County, or some combination thereof will be the responsible entities for all permitting, financing and construction. and the Authority's role would be limited to providing matching funds as described in this Section.

Section 6.03 Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 of this Agreement, the powers of the Authority shall be limited as follows:

(a) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to Section 20(4)(h) of Article X of the State Constitution shall take effect unless first submitted to a vote in accordance with Section 612 of the Act;

(b) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County, Municipality or special district Member where the proposed tax or fee would be imposed in accordance with Section 613 of the Act; and

(c) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with Section 614 of the Act.

Section 6.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority shall, upon the request of the Governing Body of the jurisdiction impacted by the transportation improvement, in order to ensure coordinated transportation planning, efficient allocation of resources, and the equitable sharing of costs, enter into an intergovernmental agreement between the Authority and such jurisdiction concerning the applicable portion of the Regional Transportation System before commencing physical construction of that particular improvement.

ARTICLE 7 FUNDING THE AUTHORITY

Section 7.01 Baseline Funding. The baseline funding of the Authority shall be provided from the following sources:

(a) Initial Authority Sales and Use Tax. Subject to Section 2.05(b) of this Agreement, upon approval by the registered electors of the Ballot Question for each Initial Member, a sales and use tax of one-half percent (0.5%) shall be imposed in all areas within the Initial Boundaries of the Authority.

(b) Eagle County 0.5% Transportation Sales Tax. Eagle County shall pay to the Authority the proportion of the proceeds of the Eagle County 0.5% Transportation Sales Tax accrued on and after January 1 of the year following the Effective Date of this Agreement and that are allocated to ECRTA operations as of the Effective Date. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County.

(c) Visitor Benefit and Lodging Tax. The Visitor Benefit Tax imposed by the Authority on persons who purchase overnight rooms or accommodations shall, upon satisfaction of the conditions stated below, be imposed at a rate of 1% within the Boundaries of the Authority:

Such Visitor Benefit Tax shall apply to all types of accommodations available for rent for a period of thirty days or less within the Boundaries of the Authority. The proceeds of the Visitor Benefit Tax shall be used by the Authority solely to finance, construct, operate, and maintain Regional Transportation Systems and provide incentives to overnight visitors to use public transportation. To the extent that the imposition of an additional tax by the Authority is precluded by Section 43-4-605(1)(i.5)(I), C.R.S., such Member shall seek alternative sources of funding, or pledge existing tax revenues, in an equivalent amount.

Section 7.02 Discretionary Member Contributions. A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority or pay costs that otherwise would have been paid by the Authority (referred to as a “Discretionary Member Contribution”). If a Member offers to make a Discretionary Member Contribution, the Authority will, subject to Board approval on a case-by-case basis, make a good faith effort to provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the Discretionary Member Contribution.

Section 7.03 Pursuit of Grants. The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

Section 7.04 Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds pursuant to Section 609 of the Act if voter approval is obtained for the issuance of such Bonds as required by Section 612(2) of the Act; through lease-purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members. Bond issuances by Regional Transportation Enterprises formed pursuant to Section 606 of the Act do not require voter approval.

Section 7.05 No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article 7 shall limit the Authority's powers under the Act.

ARTICLE 8 REORGANIZATION

Section 8.01 Reorganization Plan. All relevant assets and liabilities of ECRTA will be transferred to the Authority in accordance with this Article 8 within an 18 month period of time from the Effective Date of this Agreement and establishment of the Authority (the "ECRTA Transition Period.")

Section 8.02 ECRTA Transition Period, Maintenance of Effort. During the ECRTA Transition Period, the Authority will undertake the following:

(a) The Authority will assume responsibility for the services provided by ECRTA and will begin receipt transfers of the operating revenues of ECRTA (as distinguished from the contributions to the Roaring Fork Transportation Authority by its members) from Eagle County no later than January 1 of the year following formation of the Authority in accordance with Section 7.01(b) of this Agreement; provided, however, that the Authority may not allocate such revenues to any purpose other than funding of services provided by ECRTA, including payments under any contract with Eagle County referred to herein for services of employees or other assets of ECRTA, in order to ensure continuity of ECO Transit services during the ECRTA Transition Period as the provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

(b) For the purpose of continuity, the existing ECRTA Advisory Board shall be constituted as an Advisory Committee pursuant to Article 4 of this Agreement for the purpose of advising the Authority's initial Board with respect to the transition of ECRTA services throughout the ECRTA Transition Period. The Authority Board may add or remove members of the ECRTA Advisory Board as provided for in this Agreement.

(c) Either directly or by contract with Eagle County or others, will use reasonable efforts to:

(i) maintain continuity of the existing ECO Transit regional transit services provided by ECRTA within the Authority Boundaries and to neighboring jurisdictions,

without any significant changes in routes, schedules, or equipment, during the ECRTA Transition Period;

(ii) continue ongoing transportation planning efforts;

(iii) enter into contracts for transit services ECRTA currently provides to other Eagle County departments or entities no later than the end of the ECRTA Transition Period; and

(iv) accommodate Member requests for additional or new local services on the same fully allocated cost basis used to determine the cost of Authority services throughout the Authority service area;

(d) The Authority will assist Eagle County to cause all relevant Eagle County assets, liabilities, personnel, contracts, and operations to be formally transferred and assigned to the Authority, and to enter into any required intergovernmental agreement, leases, or other contractual arrangements to enable such transfers or assignments, prior to the conclusion of the ECRTA Transition Period; and

(e) The ECRTA Transition Period will be deemed concluded when all issues set forth in the Transition Plan (defined in Section 8.03) have been addressed to the satisfaction of the Board.

Section 8.03 Transition Plan.

(a) The Authority and Eagle County shall use their best efforts to agree on a “Transition Plan” that implements the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved.

ARTICLE 9 MEMBERS

Section 9.01 Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 8, 2022, election as described in Section 2.05 of this Agreement.

Section 9.02 Withdrawal of Initial Members.

(a) Following establishment of the Authority, an initial Member may withdraw from the Authority only if the Initial Member’s withdrawal is approved at an election by a majority of the electors voting thereon.

(b) If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority.

(ii) the taxes relevant to that Initial Member shall not be levied after the effective date of such withdrawal; and

(iii) the obligations of such Initial Member set forth in this Agreement shall terminate.

(c) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section.

Section 9.03 Additional Members. Any county, municipality, or special district with street improvement, safety protection, or transportation powers, or a portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a “new Member”) effective upon:

(a) the adoption of a resolution of the Board in accordance with Section 3.11(a) of this Agreement, the effectiveness of which may be conditioned upon compliance by such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member’s participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statue or any other applicable law.

ARTICLE 10

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 10.01 Effective Date. The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 of this Agreement have been satisfied.

Section 10.02 Termination. The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 10.03 Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 10.02 of this Agreement, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article 7 and 8 of this Agreement minus the amount of cash and the value of property previously distributed to them by the Authority; and

(b) the amount of Authority taxes or other charges (other than fares) paid by their residents to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of counties which are also located within a municipality or special district allocated 100% to the municipality or special district for such purposes.

ARTICLE 11 DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

Section 11.01 Authority Obligations. The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer, member of a Committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article 11 shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article 11.

ARTICLE 12 AMENDMENTS

Section 12.01 Amendments Generally. This Agreement, except as may be limited in this Article 12, may be amended only by resolution of the Board and upon unanimous consent of all Members minus one. Such consent shall first be manifested by a majority affirmative vote of the Governing Bodies of each Member.

Section 12.02 Amendments to Boundaries. Except as provided in Section 2.03 of this Agreement, the Initial Boundaries illustrated in Appendix A-1 and described in Appendix A-2, may be amended in accordance with Section 12.01 of this Agreement and with the required approval of the registered voters of any county, municipality or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, the boundaries may not include territory within the boundaries of a municipality that is not a Member without the consent of the governing body of such municipality, and may not include territory within the unincorporated boundaries of a county that is not a Member without the consent of the governing body of such county.

Section 12.03 Modification of Appendices B-1 through B-8. Notwithstanding any other provision of this Agreement, any Ballot Question attached hereto as Appendix B-1 through B-8 may be modified by the Governing Body of the Initial Signatory responsible for submitting such Ballot Question to the electors as provided in Section 2.04 of this Agreement.

ARTICLE 13 MISCELLANEOUS

Section 13.01 Adoption and Execution of Agreement in Accordance with Law. Each initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 13.02 Parties in Interest. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

Section 13.03 No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 13.04 Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions or other communications by the Authority, any Member, any Director, any Alternate Director, any Officer or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

Section 13.05 Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 13.06 Severability. If any clause, provision, subsection, Section, or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 13.07 Interpretation. Subject only to the express limitations set forth in this Agreement, this Agreement shall be liberally construed to permit:

(a) the Authority and the Members to exercise all powers that may be exercised by a regional transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute;

(b) the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and

(c) the Board to exercise all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 13.08 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the Eagle County District Court.

Section 13.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[Remainder of page left intentionally blank. Signature pages follow.]

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of [May 31, 2022]

By:

[INSERT], COLORADO

By _____

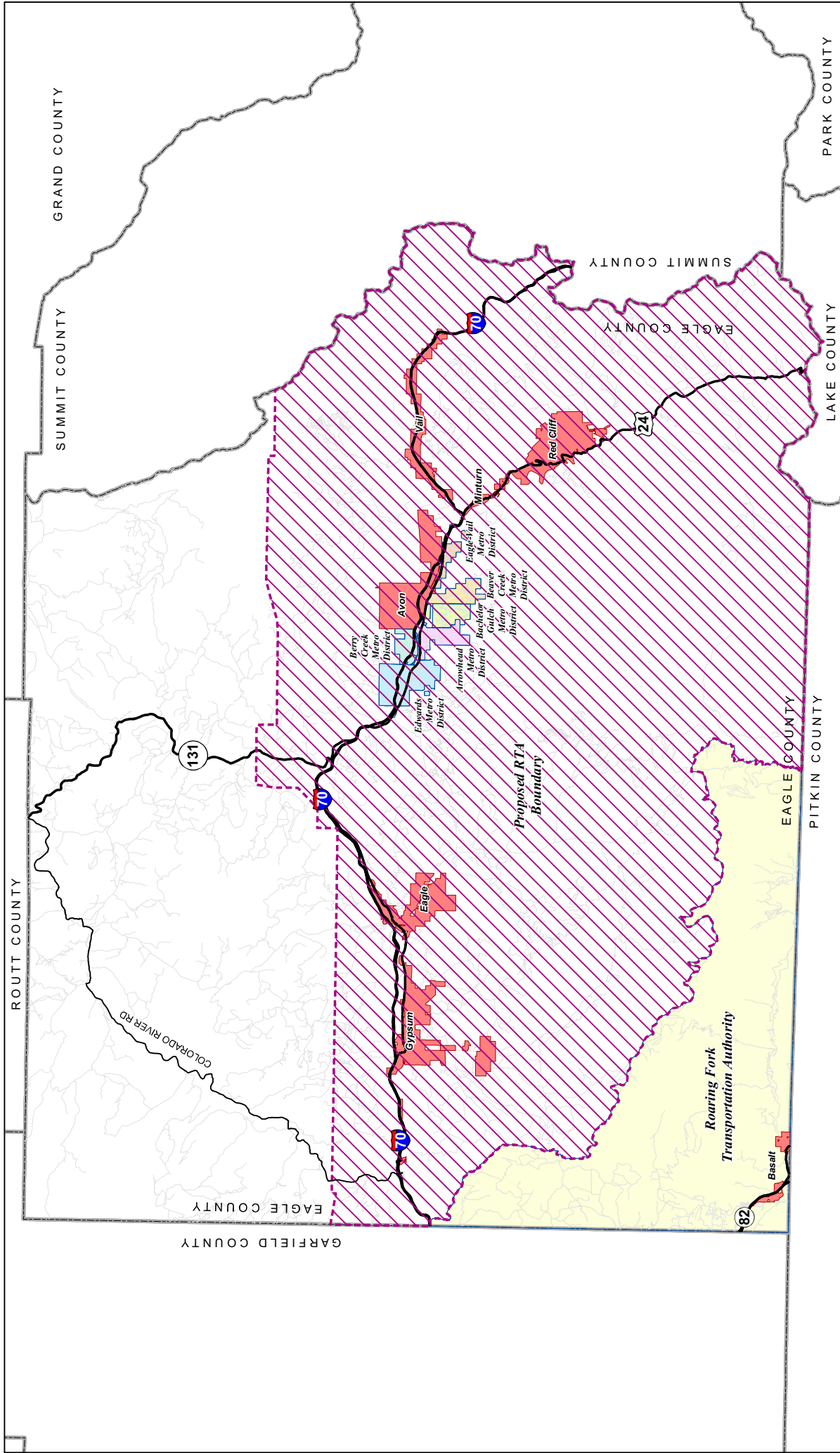
Name _____

Title _____

ATTEST

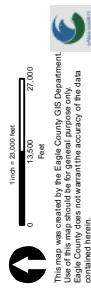
APPENDIX A-1

Authority Boundary Map



RTA Boundary March 14, 2022

- Proposed RTA Boundary
- Town Boundary
- County Boundary
- Street Centerline
- Major Highway
- Arrowhead Metropolitan District
- Bachelor Gulch Metropolitan District
- Beaver Creek Metropolitan District
- Berry Creek Metropolitan District
- Eagle-Vail Metropolitan District
- Edwards Metropolitan District
- Roaring Fork Transportation Authority



APPENDIX A-2

Authority Boundary Description

Exhibit A
to Notice of Formation of Regional Transportation Authority

Legal Description of RTA Boundaries

Beginning on the common township line for Township 3 South and Township 4 South, Range 80 West 6th Principal Meridian, point also being on the common boundary line of Eagle and Summit Counties, thence west along said township line to the NW corner of Section 6 Township 4 South Range 80 W. Thence north to the NE corner of Section 1 Township 4 South Range 81W. Thence west, conforming to the north boundary of Township 4, Ranges 81, 82 & 83 West to the SW corner of Section 36 Township 3 Range 83 West. Thence north to the NW corner of Section 36 Township 3 South Range 83 West. Thence west to the NW corner Section 33 Township 3 South Range 83 West. Thence south to SW corner of Section 33 Township 3 Range 83 West. Thence south to the SW corner of Section 4 Township 4 South Range 83 West. Thence southwesterly to the SW corner of Section 8 Township 4 South Range 83 West. Thence west to the NW corner Section 18 Township 4 South Range 83 West. Thence south to the SE corner of Section 13 Township 4 South Range 84 West. Thence west along the south lines of Sections 13, 14, 15, 16, 17 & 18 Township 4 South Range 84 West, the south lines of Sections 13, 14, 15, 16, 17 & 18 Township 4 South Range 85 West, and the south lines of Sections 13, 14, 15, 16, 17 & 18 Township 4 South Range 86 West to the SW corner Section 18 Township 4 South Range 86 West. Thence south to the NE corner of Section 24 Township 4 South Range 87 West. Thence westerly along the north boundary of Sections 24 and 23, Township 4 South Range 87 West to the common boundary line between Eagle and Garfield Counties. Thence southerly along the common boundary line between Eagle and Garfield Counties to the point of intersection of the western boundary of Eagle County and the northern boundary of the Roaring Fork Transportation Authority. Thence southeasterly following the northern boundary of the Roaring Fork Transportation Authority to the intersection of the Roaring Fork Transportation Authority and the southerly boundary of Eagle County. Thence easterly along the southern boundary of Eagle County to the point of intersection of the common boundary line of Eagle, Lake, and Summit Counties. Thence northerly along the eastern boundary of Eagle County to the point of origin.

APPENDIX B-1

Town of Avon Ballot Question

APPENDIX B-2

Beaver Creek Metropolitan District Ballot Question

APPENDIX B-3

Town of Eagle Ballot Question

APPENDIX B-4

Town of Gypsum Ballot Question

APPENDIX B-5

Town of Minturn Ballot Question

APPENDIX B-6

Town of Red Cliff Ballot Question

APPENDIX B-7

Town of Vail Ballot Question

APPENDIX B-8

Unincorporated Eagle County Question Ballot Question

APPENDIX C

Initial Service Goals

Eagle Valley Transportation Authority Regional Transportation Service Goals

The newly established Eagle Valley Transportation Authority, (“Authority”), shall use its best efforts to achieve the following:

1. Assume Responsibility for Existing ECO Transit Service

The Authority shall assume responsibility for existing transit service as currently provided by the Eagle County Regional Transportation Authority, (“ECO Transit”), as of January 1 of the year following RTA formation.

Within 12 months of RTA formation, the Authority shall develop and implement a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek, as a replacement for ECO’s existing Vail/Beaver Creek Express service.

2. Increase Service on Current ECO Routes

The Authority shall begin planning for one or more of the following enhancements, to be introduced as soon as equipment, staffing, and facilities allow:

- Increased capacity and/or service frequency on Highway 6.
- Increased all-day service frequency on Valley Route, including additional daily connections to Dotsero.
- Increased service to/from Leadville.

3. Develop and Implement New Transit Routes

The Authority shall develop and implement new transit service to meet needs identified during the RTA formation process, including but not limited to:

- 1) Eagle-Gypsum Circulator
Regular transit service connecting the Towns of Eagle and Gypsum that promotes increased circulation in/between these communities and provides efficient connection to other regional routes.
- 2) Limited Stop Express Service
Additional rush hour express service targeting peak workforce commute hours.

In addition, the Authority may explore the feasibility of offering additional regional transit services as needs are identified in future Transit Development plans.

4. Accelerate Conversion of Fleet and Facilities to Zero-Emission Operations

The Authority shall take the following steps toward zero-emission operations:

- 1) Conversion of ECO's existing Highway 6 bus service to a zero-emission platform, on a timeframe that evaluates available grant funds, anticipated increases in range and performance capacity of zero-emission buses, and allocation of available Authority funds to other expenditures which may increase ridership.
- 2) Development of zero-emission plans, timelines, and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation.

5. Invest in Transit-Related Facilities and Infrastructure

The Authority shall allocate a portion of available revenues to upgrade existing facilities to support planned service expansion. In addition, funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities.

6. Support Local Air Service

The Authority shall pledge funding in the minimum amount of \$1,200,000 dollars per year to support expanded year round air service for residents and visitors of Eagle County.

7. Regional Transportation System Planning

The Authority shall embark on a 5-year Transit Development Plan (TDP) as one of its first tasks upon formation. This plan should be completed within 12-18 months of the appointment of the initial Authority Executive Director.

APPENDIX D

[]

Commissioner [TBD]

moved adoption of the following resolution:

**BOARD OF [THE ENTITY/MUNICIPALITY] COMMISSIONERS
[THE ENTITY/MUNICIPALITY], COLORADO
RESOLUTION NO. [TBD]**

RESOLUTION [TITLE]

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities (“RTAs”) to finance, construct, operate and maintain regional transportation systems; and

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended, and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, enhancing regional transportation services for [the entity/municipality] residents, businesses and visitors is a crucial step in meeting our community’s workforce, economic and climate goals; and

WHEREAS, extensive input from local officials, businesses, employees, nonprofits and community members have made clear that the creation of an RTA is a desirable way to plan, finance, implement and operate a regional public transportation system that better meets the needs of [the entity/municipality]; and

WHEREAS, the [Board] has reviewed the proposed Intergovernmental Agreement by and among Beaver Creek Metropolitan District, the Town of Avon, Eagle County, the Town of Eagle, the Town of Gypsum, the Town of Minturn, the Town of Red Cliff, and the Town of Vail, establishing the Eagle Valley Transportation Authority as a Colorado RTA (the “Agreement”); and

WHEREAS, the [Board] supports the collaborative approach memorialized in the Agreement and concurs that the proposed Eagle Valley Transportation Authority is poised to improve transit service, increase ridership and efficiency across the valley’s existing transit agencies, provide affordable or free transit to [the entity’s/municipality’s] visitors and employee base, strengthen the connection between the valley’s different communities and advance [the entity/municipality’s specific local climate goal] by reducing car trips and increasing the use of low and no emission public transportation; and

WHEREAS, section 603(4) of the Act provides that no contract establishing an RTA shall take effect unless first submitted to a vote of the registered electors residing within the boundaries of the proposed authority.

NOW, THEREFORE, BE IT RESOLVED BY THE [BOARD] OF [THE ENTITY/MUNICIPALITY], STATE OF COLORADO:

THAT, the [Board] hereby approves the Agreement in the form presented.

THAT, the [Board] agrees to seek voter approval of the establishment of the RTA; the baseline funding of the RTA in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) at an election to be held on November 8, 2022, that is conducted in accordance with the Act and other applicable law.

THAT, the [Board] intends, pursuant to section 2.04(b) of the Agreement, to put forth these measures as a coordinated election under the Clerk of Eagle County and agrees to take all actions necessary to submit such questions to the appropriate registered electors at the Election, including the separate review and consideration of ballot language referenced and to be inserted in section 2.04(a) of the proposed Agreement.

THAT, the [Board] authorizes the [authorized signatory] to execute the Agreement in substantially the form attached hereto, with such revisions or modifications, not inconsistent with this Resolution or the Agreement, as the [authorized signatory] may determine to be necessary or appropriate.

MOVED, READ AND ADOPTED by the Board of [the entity/municipality], State of Colorado, at its regular meeting held this [date].



Eagle Valley Survey

DRAFT 1e

April 2022

N=400 Registered Voters

Margin of Error: $\pm 4.9\%$

A. Is this _____ (ASK FOR NAME ON VOTER FILE)?

IF YES & LANDLINE SAMPLE (CONTINUE TO QUESTION D1) (DO NOT PAUSE)

IF YES & CELL SAMPLE (CONTINUE TO QUESTION C) (DO NOT PAUSE)

IF NO THEN ASK: May I please speak to _____ (ASK FOR NAME ON VOTER FILE)? (REPEAT QUESTION A WITH NEW RESPONDENT)

IF PERSON ON FILE IS NOT AVAILABLE AND LANDLINE, THEN ASK: MAY I PLEASE SPEAK TO SOMEONE IN YOUR HOUSEHOLD WHO IS REGISTERED TO VOTE? (CONTINUE TO QUESTION B WITH NEW RESPONDENT)

IF PERSON ON FILE IS NOT AVAILABLE AND CELL, GO TO QB

(IF RESPONDENT MENTIONS THE "DO NOT CALL" LIST, SAY:) The Do Not Call List does not apply to survey research. While we certainly respect your right NOT to participate, I assure you that this interview is being conducted for research purposes only, and we hope that you will take advantage of this opportunity to express your opinions. We guarantee that your individual responses will be kept completely confidential, and that no one will try to sell you anything as a result of your participation.

(AFTER RESPONDENT DETERMINED QA, READ TO ALL)

Hello, I'm _____ of _____, a national public opinion firm. We're talking with people living in Eagle County today and would like to ask you a few questions on a confidential basis.

For quality control purposes this call may be monitored or recorded. (DO NOT PAUSE)

(IF NEEDED: We are not attempting to sell anything, nor will your participation result in any calls in the future to sell you anything.)

Thank you. We appreciate your help with this survey.

ONLINE: Thank you for participating in this survey. Your input is extremely valuable. Please know that your responses will be kept strictly confidential and no material that identifies your response will be distributed. This survey is NOT for marketing purposes. We are not attempting to sell anything, nor will your participation result in any e-mails in the future to sell you anything. Before we begin, please answer just a few questions about yourself to be sure we have a representative sample.

(ASK OF ALL)

B. Before we begin, I need to know if I have reached you on a cell phone, and if so, are you in a place where you can talk safely without endangering yourself or others?

- 1 Yes, cell and in safe place
 - 2 Yes, cell not in safe place **(CALL BACK)**
 - 3 No, not on cell **(THANK AND TERMINATE)**
 - 4 DK/NA/REFUSED **(DON'T READ) (THANK AND TERMINATE)**
-

(ASK OF ALL CELL RESPONDENTS: QB:1 OR THOSE WHO ARE NOT THE NAME ON THE FILE)

C. Are you registered to vote in Eagle County?

EAGLE VALLEY ONLY: ALL PRECINCTS EXCLUDING 7, 8, 24, 25

- 1 YES **(CONTINUE)**
 - 2 NO/DON'T KNOW/REFUSED **(THANK AND TERMINATE)**
-

To ensure we speak to a representative sample of local citizens, could you please tell me --

D1. In what year were you born?

____ _ (9999 = REFUSED. IF UNDER 18, THANK AND TERMINATE)

1. **(T)** Would you say things in Eagle County are generally going in the right direction or off on the wrong track?

- 1 Right direction
 - 2 Wrong track
 - 3 DON'T KNOW/REFUSED **(DO NOT READ)(DO NOT SHOW ONLINE)**
-

2. Generally speaking, would you say that here in Eagle County, residents receive a good value or a bad value in terms of the LOCAL taxes they pay for the services provided by the County?

- 1 Good value
 - 2 Bad value
 - 3 Or do you not know enough to say one way or the other?
 - 4 REFUSED (DO NOT READ/NOT ONLINE)
-

There may be a proposal on the ballot here in Eagle County in November.

3. The proposal will increase taxes by \$11,500,000 from an additional one-half cent sales tax, which is one cent on each two dollar sale on every transaction, and it will establish the Eagle Valley Transit Authority through an agreement between Eagle County and the Towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail, and Beaver Creek Metropolitan District for the purpose of providing expanded transit and other transportation services including:
- Expanding ECO Transit bus services to improve transportation options across the valley for local workers and residents;
 - Providing fare-free transit service between Avon, Vail, Minturn and Beaver Creek to reduce traffic congestion and parking demands for local workers, residents and visitors;
 - Developing new transit services including an Eagle-Gypsum circulator and express service at peak commute hours;
 - Transitioning ECO Transits busses to electric buses, reducing emissions and single-occupant vehicle use;
 - Improving transit-related facilities, including housing for transit employees; and
 - Supporting year-round air service at Eagle County Airport to increase flight options;

Having heard the proposal, does that sound like something you would vote Yes in favor or No against if the election were being held today?

(IF ANSWER, ASK:) And would you DEFINITELY vote (yes/no) or just PROBABLY vote (yes/no)?

(IF DK/NA ASK:) Well, do you LEAN towards voting yes or no?

- | | |
|---|--|
| 1 | DEFINITELY YES |
| 2 | PROBABLY YES |
| 3 | UNDECIDED, LEAN YES |
| 4 | HARD UNDECIDED/DON'T KNOW (DO NOT READ) |
| 5 | UNDECIDED, LEAN NO |
| 6 | PROBABLY NO |
| 7 | DEFINITELY NO |
| 8 | REFUSED (DO NOT READ) |

ONLINE FOR ALL BALLOTS:

- | | |
|---|-----------|
| 1 | Yes |
| 2 | No |
| 3 | Undecided |

IF :1, then show:

And would you DEFINITELY vote Yes or just PROBABLY vote Yes?

- 1 Definitely Yes
- 2 Probably Yes

IF:2, then show:

And would you DEFINITELY vote No or just PROBABLY vote No?

- 6 Probably No
- 7 Definitely No

IF:3, then show:

Do you lean towards voting Yes or No?

- 3 Lean Yes
- 5 Lean No
- 4 Don't Know

(ASK ONLINE IF Q3:1-2, 6-7)

4. What are the one or two main reasons why you would vote (Yes/No) on this proposal?

RECORD RESPONSE VERBATIM

5. If voters approve this measure, it would raise sales taxes by approximately \$X per month, that is \$XX per year for the average Eagle County household. Knowing that, would you then vote Yes in support of the proposal or vote No against it?

(IF ANSWER, ASK:) And would you DEFINITELY vote (yes/no) or just PROBABLY vote (yes/no)?

(IF DK/NA ASK:) Well, do you LEAN towards voting yes or no?

- 1 DEFINITELY YES
- 2 PROBABLY YES
- 3 UNDECIDED, LEAN YES
- 4 HARD UNDECIDED/DON'T KNOW **(DO NOT READ)**
- 5 UNDECIDED, LEAN NO
- 6 PROBABLY NO
- 7 DEFINITELY NO

- 8 REFUSED **(DO NOT READ)**

IF UNDECIDED OR NO IN QUESTION 6 THEN ASK:

6. What if it would raise sales taxes by approximately \$X per month, that is \$XX per year for the average Eagle County household. Knowing that, would you then vote Yes in support of the proposal or vote No against it?

(IF ANSWER, ASK:) And would you DEFINITELY vote (yes/no) or just PROBABLY vote (yes/no)?
(IF DK/NA ASK:) Well, do you LEAN towards voting yes or no?

- 1 DEFINITELY YES
 - 2 PROBABLY YES
 - 3 UNDECIDED, LEAN YES
 - 4 HARD UNDECIDED/DON'T KNOW **(DO NOT READ)**
 - 5 UNDECIDED, LEAN NO
 - 6 PROBABLY NO
 - 7 DEFINITELY NO

 - 8 REFUSED **(DO NOT READ)**
-

7. The proposal could also increase the visitor benefit tax that is applied on hotel and short-term rental stays. Knowing that, would you then vote Yes in support of the proposal or vote No against it?

(IF ANSWER, ASK:) And would you DEFINITELY vote (yes/no) or just PROBABLY vote (yes/no)?
(IF DK/NA ASK:) Well, do you LEAN towards voting yes or no?

- 1 DEFINITELY YES
 - 2 PROBABLY YES
 - 3 UNDECIDED, LEAN YES
 - 4 HARD UNDECIDED/DON'T KNOW **(DO NOT READ)**
 - 5 UNDECIDED, LEAN NO
 - 6 PROBABLY NO
 - 7 DEFINITELY NO

 - 8 REFUSED **(DO NOT READ)**
-

Next, the following is a list of issues some people say are problems in Eagle County. For each one, please tell me if you think it is **(ROTATE TOP TO BOTTOM, BOTTOM TO TOP)** an extremely serious problem, a very serious problem, a somewhat serious problem, or not a problem IN THE COUNTY.

ONLINE: Below is a list of issues some people say are problems in this part of Eagle County. For each one, please indicate whether you think it is an extremely serious problem, a very serious problem, a somewhat serious problem, or not a problem in the County.

EXTREMELY SERIOUS	VERY SERIOUS	SOMEWHAT SERIOUS	NOT A PROBLEM	DK/REF (DNR)(DON'T SHOW ONLINE)
1	2	3	4	5

The first/next one is... **(RANDOMIZE)**

8. Condition of roads and bridges
9. Traffic congestion
10. Lack of availability of public buses between communities
11. Availability of affordable flights in and out of Eagle County
12. Lack of parking in local communities
13. Cost of gasoline and commuting to jobs
14. Local workers not being able to get to jobs

15. Taking a step back, many schools use the letters A, B, C, D or F for Fail to grade students. Suppose you had the chance to grade ECO transit, the county's regional bus system, what grade would you give it – an A, B, C, D or F for fail?

- | | |
|---|---|
| 1 | A |
| 2 | B |
| 3 | C |
| 4 | D |
| 5 | F |
| 6 | UNSURE/REFUSED (DO NOT READ ON PHONE / NOT AN OPTION ONLINE) |

16. In the past month, have you or anyone in your household taken ECO transit or local bus service within Vail, Avon or Beaver Creek?

PHONE ONLY ASK: IF YES: Was that you or someone else in your household?

PHONE ONLY ASK: IF NO: Have you taken it in the last year

- | | |
|---|---|
| 1 | Yes/ myself |
| 2 | Yes/another person in my household |
| 3 | No/ but I have taken it in the last year |
| 4 | No/not in last year |
| 5 | DON'T RECALL/REFUSED (DO NOT READ ON PHONE / NOT AN OPTION ONLINE) |

IF PUNCH 1 AND 3 IN QUESTION 16, THEN ASK:

17. What is the main reason you use public transportation?

INSERT TEXT BOX/RECORD VERBATIM RESPONSE

IF PUNCH 4 IN QUESTION 16, THEN ASK:

18. What are the main reasons you have not used public transportation?

INSERT TEXT BOX/RECORD VERBATIM RESPONSE

There are a number of different ways that funds could be used to improve transportation in the Eagle Valley. Please indicate for each one of the following, how important it is to you that this particular item be funded. Is it... **(ROTATE TOP-TO-BOTTOM, BOTTOM-TO-TOP)** extremely important, very important, somewhat important, or not important... to you?

EXTREMELY IMPT 1	VERY IMPT 2	SOMEWHAT IMPT 3	NOT IMPT 4	DK/REF (DNR)(DON'T SHOW ONLINE) 5
---------------------------------	----------------------------	--------------------------------	---------------------------	--

The proposal could fund.... **(RANDOMIZE STATEMENTS)**

19. Providing fare-free transit between Avon, Vail, Minturn and Beaver Creek to reduce traffic congestion and parking demands for local workers, residents and visitors
20. ½ Transitioning ECO Transit busses to electric buses, reducing emissions and single-occupant vehicle use
21. ½ Transitioning to electric buses to help meet our community's climate goals
22. Expanding ECO Transit bus services to improve transportation options across the valley for local workers and residents
23. ½ Increasing off-season, weekend and after-hours bus service to better match local resident's transit needs
24. ½ Improving frequency of buses during hours when local workers need to get to jobs or run errands
25. Limiting parking demand by visitors and free up access for local workers and residents
26. Creating an Airport Express bus that goes between Eagle County Airport, Avon, Beaver Creek and Vail
27. ½ Providing improved park and ride areas for transit bus riders
28. Supporting year-round air service at Eagle County Airport to increase flight options
29. ½ Creating ways to better access transit buses like park-n-rides, e-bike and microtransit
30. Assisting community efforts to reduce reliance on cars, such as e-bike sharing or community vanpool programs
31. Developing new transit services including an Eagle-Gypsum circulator and express service at peak commute hours

32. Helping build a new I-70 interchange at the Eagle County Airport to provide better airport access, reduce congestion on Highway 6, and provide space for a future transit hub .
33. Improving transit-related facilities, including affordable workforce housing for transit employees

And now, please consider some statements that people have made in support of creating and funding a regional transportation district here in Eagle County. For each one, please tell me whether that statement is **(ROTATE TOP-TO-BOTTOM, BOTTOM-TO-TOP)** very convincing, somewhat convincing, not too convincing or not at all convincing as a reason to vote YES, IN FAVOR OF a possible transit measure...

Very Conv 1	Somewhat Conv 2	Not Too Conv 3	Not At All Conv 4	NOT OPTIONS ONLINE	
				DK (DNR) 5	Ref (DNR) 6

The (first/next) is...(RANDOMIZE)

ASK SAMPLE A QUESTIONS 33-34

34. We want Eagle County to be a thriving community of families, workers, and our neighbors - and NOT just tourists. This proposal will help our County's working families commute to work and find more affordable housing options across the county.
35. The regional transportation district will be held accountable for these funds by requiring independent audits be published on its web site and by ensuring that all funds are overseen by representatives from each community.

ASK SAMPLE B QUESTIONS 35-36

36. Supporting Eagle County's workers is critical to both our quality of life AND the economy of our communities. Our workers should be able to get to their jobs, without being stuck in gridlocked traffic from tourists and without paying a fortune at the gas pump. By improving our transit system throughout the Valley, we will create a stronger and healthier community in which to live.
37. It has been 22 years since the county received a funding increase for transportation, yet in that time, costs and the number of people in our county has increased dramatically. This proposal ensures that funding will only be used for transit and transportation and will be shared throughout every community in the Valley to address their most pressing needs.

ASK ALL:

38. Visitors will pay XX percent of the taxes used to fund these transportation improvements. We can ensure that tourists will help cover the costs of getting more cars off the road and enabling local workers to get to their jobs.
39. Not everyone can take a bus to work, but lots of local workers could if service improves. We

need to help reduce the need for cars, which will help reduce traffic congestion, improve air quality, and reduce the carbon emissions that contribute to climate change.

40. We have good transit options if you are just in one community – like Vail or Avon, but getting between communities is not as easy using transit. We need a Valley-wide and year-round approach to help local workers get to and from where they work, and to provide options for everyone.
41. In addition to traffic congestion, many of our communities are facing a parking crunch that impacts local workers, businesses and residents. By improving our transit system, we can find ways to locals and visitors out of the cars and relying less on parking.
42. Bringing in more affordable, year-round flights will help local residents with their personal and business travel, while keeping us from having to drive down to Denver International Airport, especially during heavy I-70 traffic.

ASK OF ALL ONLINE:

43. Having heard more about this, what are the two or three things that stand out as the most compelling or memorable reasons to support this proposal?

INSERT TEXT BOX

Thinking about you for a moment –

44. And are you employed outside of the home, run a business or work entirely from home, are you home with children or caregiving, a student, or are you retired?
- | | |
|---|----------------------------|
| 1 | OUTSIDE OF THE HOME |
| 2 | RUN OR WORK ONLY FROM HOME |
| 3 | HOME WITH CHILDREN |
| 4 | STUDENT |
| 5 | RETIRED |
| 6 | REFUSED (DNR) |
-

Now, I have just a few more questions for statistical purposes only...

D2. And, how long have you lived in Eagle County? **(DO NOT READ CHOICES)**

- 1 LESS THAN FIVE YEARS
 - 2 FIVE TO TEN YEARS
 - 3 ELEVEN TO FIFTEEN YEARS
 - 4 MORE THAN FIFTEEN YEARS
 - 5 NATIVE

 - 6 DON'T KNOW **(DO NOT READ/DO NOT SHOW ONLINE)**
 - 7 REFUSED **(DO NOT READ/DO NOT SHOW ONLINE)**
-

D3. And what was the last level of education you completed? **(DO NOT READ CATEGORIES)**

- 1 Graduated high school or less
 - 2 Technical or vocational school
 - 3 Some college
 - 4 Graduated college
 - 5 Graduate/Professional school

 - 6 REFUSED **(DNR/NOT ONLINE)**
-

IF NO PARTY ON FILE:

D4. No matter how you feel today, in which party are you registered to vote:

- 1 Republican
 - 2 Democrat
 - 3 Something else
 - 4 Independent/Unaffiliated
 - 5 Refused to say **(DO NOT READ. NOT AN OPTION ONLINE)**
-

D5. Gender **(BY OBSERVATION ON PHONE)**

- 1 MALE
 - 2 FEMALE
 - 3 NON-BINARY **(OPTION ONLINE ONLY)**
-



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development Department

Date: April 26, 2022

Agenda Item: Land Use File #MS22-01 Minor Subdivision of Haymeadow Tract Z

REQUEST:

The Applicant is requesting a continuance for a resubdivision of Haymeadow Tract Z, in order to work with staff on a revision to the application.

INTRODUCTION:

The existing Tract Z, consisting of 508.131 acres of land for future development, was subdivided in 2019 with the Haymeadow Filing 1 Final Plat. Brandon Cohen of ABRIKA Properties, LLC (Applicant) is requesting a subdivision of Tract Z, but requires more time with staff to make adjustments to the application.

The applicant is requesting to eliminate the resubdivision of Tract Z into Tracts Z1 and Z2 but keep the resubdivision of the Cabin Parcel. This change does represent a substantial change from the original application, however there are no new additions planned, so it would only be a reduction in the scope of the application. If Council believes this revision should be reviewed again by the Planning Commission, staff and the applicant are prepared to take the application back through the process. The Minutes from the April 5th meeting of the Planning & Zoning Commission are attached. The Commission voted in favor of the application and overall did not have concerns regarding the platting of the Cabin Parcel or the resubdivision of Tract Z.

If Council is prepared to make a decision without a re-review by the Planning Commission, then staff and the applicant believe that we will have enough time to make changes ahead of the May 10th Town Council meeting.

ANALYSIS:

None.

COMMUNITY INPUT:

One letter of public comment was received on April 11, 2022 and will be included for the next Public Hearing.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Not Applicable.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to **CONTINUE** MS22-01, an application for Minor Subdivision of Haymeadow Tract Z until May 10, 2022.

OR

Move to **REMAND DOWN TO P&Z** MS22-01, an application for Minor Subdivision of Haymeadow Tract Z on May 3, 2022.

ATTACHMENTS:

- Email from Applicant requesting a continuance
- PZ Minutes Draft from April 5, 2022

From: [Rick Pylman](#)
To: [Jessica Lake](#)
Cc: [michael hood](#)
Subject: Land Use File #MS22-01
Date: Monday, April 18, 2022 12:28:16 PM

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.

Jessica:

Please accept this email as a formal request to continue the scheduled April 24 Town Council hearing so that we may make some revisions to the plat document.

We will eliminate the subdivision of Tract Z into two separate parcels. The single purpose of the plat will be to create the cabin parcel in accordance with the approved PUD Amendment.

If staff or Town Council feel this revision necessitates a re-review by the Planning Commission we can set a Town Council date that allows a Planning Commission hearing prior to the re-scheduled Town Council date.

Rick Pylman
Pylman & Associates, Inc.
www.pylman.com
970-376-0743



MEETING MINUTES
Planning & Zoning Commission
Tuesday, April 5, 2022, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

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

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:02 PM.

COMMISSIONERS PRESENT

Matt Hood, Keegan Winkeller,
Charlie Perkins, Jesse Gregg,
Bill Nutkins

COMMISSIONERS ABSENT

Lani Webb, Kyle Hoiland

STAFF

Jim White – Interim Town Manager
Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Nikki Davis - Administrative Tech II

APPROVAL OF MINUTES

1. Minutes dated March 15, 2022

The March 15, 2022 minutes were approved without change.

PUBLIC COMMENT

Public comment opened at 6:02 PM. There was no public comment.

PUBLIC HEARINGS

1. Project: Haymeadow Minor Subdivision of Tract Z
 File #: MS22-01
 Applicant: Abrika Properties, LLC
 Location: Tract Z
 Staff Contact: Jessica Lake, Planner I
 Request: A resubdivision of Haymeadow Tract Z in order to plat the Cabin Parcel and the Conservation Fund Parcel.

Staff Presentation

The applicant is requesting to resubdivide 194 acres on the southeast end of the Haymeadow property. Currently, the 194-acre parcel is under contract with the Conservation Fund in order develop a conservation easement. If the land sale is approved, lot lines will need to be established. Additionally, the subdivision will show the special events cabin as being on private property; a condition from the 2021 PUD Amendment approval.

Q & A

Nutkins asked if Neighborhood D would dissolve with the Conservation Fund approval. Phillips confirmed, yes. Hood asked if Neighborhood D goes away, is the conservation easement still part of the PUD? Phillips replied this is still being reviewed. There is the option to designate the land as open space and write restrictions into the conservation easement. Or the Town could de-annex the land which would require an amendment to the Haymeadow PUD.

Nutkins asked if Eagle County was buying the land in order to continue their existing conservation easement. Rick Pylman, the applicant representative, described that normally a Conservation Fund or another form of land trust processes the initial purchase, then conveys the land back to the county. The county is then responsible for upholding the conservation easement in perpetuity.

Applicant Presentation

Pylman identified Haymeadow Filing 1 Final Plat which is the far west region that includes half of Neighborhood A1 and the Fire Station on Ouzel Lane. Today, the rest of the Haymeadow property consists of one 508-acre parcel. Establishing the Conservation Fund Parcel would split the 508-acres into two areas. If the conservation easement is established, Neighborhood D and the cabin use would be eliminated. If the land sale is not approved, the applicant is required to submit a plat for the cabin by a predetermined date.

Q & A

Hood clarified this is private land that needs to be subdivided, however, the development plan is yet to be determined. Pylman confirmed this, stating approval would not impact zoning or land use stipulations. Hood voiced concerns with relocating density if the conservation easement is approved. Pylman added there is no proposed plan yet as to how Neighborhood D density would be relocated or absorbed elsewhere in the PUD if the conservation easement is approved.

Perkins asked what access to the cabin looks like. Pylman said it will be a gravel road.

Public Comment

Public comment opened at 6:15 PM. There was no public comment.

Deliberation

The Commission unanimously agreed there are no issues with the application and that the subdivision request is straight forward. Perkins acknowledge a potential benefit of reducing traffic on Brush Creek Road while Gregg echoed the need to consider the loss of density.

MOTION: GREGG MOTIONED TO APPROVED FILE # MS22-01, HAYMEADOW MINOR SUBDIVISION OF TRACT Z WITH THE FOLLOWING CONDITIONS. CONDITION #2 WAS AMENDED AND APPROVED DURING THE HEARING.

- 1. WITHIN 30 DAYS OF APPROVAL, THE FINAL PLAT SHALL BE REVISED TO REFLECT ANY ADDITIONAL TECHNICAL COMMENTS FROM THE PUBLIC HEARINGS, TOWN STAFF, OR REFERRAL AGENCIES.**
- 2. IF THE CABIN PARCEL AND TRACT Z2 ARE PRESERVED AND THE DEVELOPMENT POTENTIAL APPROVED IN THE PUD IS REMOVED AS A RESULT, THE LANDOWNERS SHALL APPLY FOR AMENDMENT OF THE PUD WITHIN THREE (3) MONTHS OF THE PLACEMENT OF A CONSERVATION EASEMENT. THE INTENT OF THE PUD AMENDEMENT WOULD BE TO REVISE THE APPROVED PUD DEVELOPMENT PLAN TO REFLECT THE CONSERVATION EASEMENT.**
- 3. IF THE CABIN PARCEL IS TO BE DEVELOPED AS APROVED UNDER THE AMENDED PUD, A DEVELOPMENT PERMIT WILL BE REQUIRED. THE CRITERIA INCLUDED AS PART OF CHAPTER 4.13 SUBDIVISION DESIGN, IMPROVEMENTS, AND DEDICATIONS (AS AMENDED) SHALL BE ADDRESSED AT THAT TIME.**

MOTION WAS SECONDED BY NUTKINS AND PASSED UNANIMOUSLY.

Hood closed file # MS22-01.

ADJOURN

MOTION: NUTKINS MOTIONED TO ADJOURN. MOTION WAS SECONDED BY GREGG AND PASSED UNANIMOUSLY.

MEETING ADJOURNED AT 6:35 PM.

APPROVED:

DATE:

Matthew Hood, Chairman

Nikki Davis, Administrative Tech II



To: Mayor Turnipseed and Town Council

From: Community Development

Date: April 26, 2022

Agenda Item: Revised Sign Code Adoption Hearing

REQUEST:

For Town Council to continue the public hearing to May 10, 2022.

INTRODUCTION:

The Town has been working with Clarion Associates to update the Land Use and Development Code (Code) through ReCode Eagle. Adoption of a revised Sign Code is one of the first segments being brought before the Council for adoption. Additional time is needed to review the revised Sign Code, which is why staff is requesting that Council continue the adoption hearing to early May.

ANALYSIS:

Analysis of the proposed Code amendment will be provided at the public hearing on May 10th.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Analysis of the Code amendment against the Strategic Plan will be included in the May 10th staff report.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to CONTINUE file LURA22-03, an amendment to Chapter 4.08. of the Land Use and Development Code to adopt a revised Sign Code, to the May 10, 2022 Town Council meeting.

ATTACHMENTS:

None.



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: April 26, 2022

Agenda Item: American Rescue Plan Act (ARPA) Funds Update and Identified Projects

REQUEST: To provide feedback to staff on current list of proposed projects for use of American Rescue Plan Act (ARPA) Funding.

INTRODUCTION: The American Rescue Plan Act (ARPA) was signed into law by President Biden on March 11, 2021. The legislation established the Coronavirus-19 State and Local Fiscal Recovery Fund (SLFRF) which is intended to provide \$350 billion to support state and local governments as they address the health and economic impacts of COVID-19 in their communities.

The Town of Eagle has been allocated \$1,755,929 to be received in two tranches: \$877,965 was received in June 2021 and another \$877,964 is anticipated to be received in June 2022. Funds must be obligated by December 31, 2024 and spent by December 31, 2026. These funds will be considered unearned/unbudgeted revenue until the funds are spent.

There are four eligible uses for the funds. They are as follows:

1. To replace public sector revenue, using funding to provide government services up to the amount of revenue loss due to the pandemic
2. To respond to public health emergency & its negative economic impacts
3. To provide premium pay for essential workers
4. **To make necessary investments in water, wastewater, stormwater, or broadband infrastructure**

ARPA funds may not be spent for the following purposes:

1. Match funds for other federal grants
2. Pay down unfunded pension liabilities
3. Pay down interest or principal on outstanding debt
4. Pay legal settlements
5. Premium pay for telework
6. Contributions to "rainy day" funds
7. Anything that violates the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations

On January 6, 2022, the United States Department of the Treasury issued the Final Rule for use of the SLFRF program funds. The Final Rule is available [HERE](#) in its entirety and an Overview of the Major Provisions of the Final Rule is available [HERE](#).

ANALYSIS:

ELIGIBLE USES

Category #1: For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency

- To use funds under this category, the Town would be required to calculate its revenue loss associated with COVID-19 in accordance with a formula provided by the Treasury.
- Revenue loss is to be calculated for each calendar year 2020-2023.
- Funds may be allocated towards most general government services and do not need to meet the eligibility criteria outlined in the other categories.
- Examples might include: maintenance or cash capital for infrastructure projects; roads; cybersecurity; health services; environmental remediation; school or educational services; public safety services.

Staff Comment: *The formula provided by the treasury allows for the higher of either a 4.1% growth adjustment or a calculated average growth of revenue over the three-year period prior to the pandemic (approximately 10%). The Town does not qualify for this eligibility category. The Town's 2020 general revenues were approximately 20% higher than prior to the pandemic.*

Staff has not completed an official calculation due to the amount of time it would take to analyze each revenue source to make an exact calculation. Staff can provide this calculation if the council would like to see it, however, in the trainings that Staff attended it was recommended that this funding category be a last resort due to the complexity and administration of the calculations.

Category #2: To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

- COVID-19 mitigation and prevention
- Medical expenses
- Behavioral health care needs
- Address disparities in public health and economic outcomes
- Assistance to unemployed workers
- Deposits to state unemployment insurance trust
- Loans or grants to small businesses and non-profits to mitigate financial hardship
- Aid to impacted industries such as tourism, travel, hospitality
- Assistance to households for utilities, food assistance, rent/mortgage, home repairs, etc.

Staff Comment: *In the last two years the Town has created two separate projects to assist with negative economic impacts.*

1. *The Town received \$99,188 in Corona Virus Relief funding; in 2020 \$44,437 of this funding was distributed to 20 local non-profits to assist those impacted by the pandemic.*
2. *In 2021 the Town appropriated \$103,630 to fund Eagle Bucks, a program created to help economic recovery of local business during the pandemic.*

Staff recommends investing the funding in projects that have an impact to the entire community, as well as towards projects that are already identified and are not solely created due to this funding received.

Category #3: To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.

- Essential workers are those workers needed to maintain continuity of operations of essential critical infrastructure
- Essential work is work requiring physical presence at the jobsite
- Premium may be provided up to \$13/hour above the worker's hourly rate with a maximum of \$25,000 per eligible worker
 - Categories of essential workers include: nursing home, hospital and home care staff; workers at farms, food production facilities, grocery stores and restaurants; janitors and sanitation workers; truck drivers, transit staff and warehouse workers; public health and safety staff; childcare workers, educators, other school staff; and social service and human services staff

Staff Comment: *The Town has not provided any premium pay to eligible workers during the pandemic that would need to be reimbursed.*

Category #4: To make necessary investments in water, sewer, stormwater, or broadband infrastructure.

- Eligible sewer projects include the construction, improvement, or repair of wastewater treatment plants; the management and treatment of storm water; the protection of waterbodies from pollution, etc.
- Eligible water projects include the construction or upgrade of facilities to improve water quality, transmission, distribution and storage systems; the consolidation or establishment of drinking water systems, etc.
- Eligible broadband projects must be designed to deliver service that reliably meets or exceeds upload and download speeds of 100 Mbps with a focus on providing service to unserved or underserved residential and commercial.

Staff Comment: *The projects recommended below meet the category 4 eligibility requirements.*

Potential Projects

Projects that will be recommended to the Town Council will generally meet the following criteria:

1. Meet one of the eligible categories
2. Can be completed within the required timeframe
3. Result in little, to no, additional operating expenditures
4. Provide the greatest benefit to the community

At this point, most of the projects that are being proposed are projects that are already identified in the Town's capital improvement plan. These are our Enterprise Funds capital projects that provide a benefit to the entire community as this funding could provide for a reduction in future rate increases. This is by

no means an all-encompassing list of eligible projects. Based on feedback received from Council, staff will revise and ultimately narrow down the list.

Water Fund – Identified Projects	Estimate	Year
Cemetery Tank Replacement	\$3,675,000	2022
Downtown Distribution System Improvements:		
• Capitol Street: 2 nd to 5 th Street & Fourth Street: Broadway to Capitol	895,160	2022
• Howard Street Water Main: 2 nd Street to 6 th Street	1,909,935	2022
UBWTP – Valve Replacement	78,750	2022
Lower Eby Creek Tank Altitude Control Valve (<i>in CIP as Eby Creek PRV</i>)	250,000	2024
Upper Eby Creek Tank Replacement (Newly identified, not currently in CIP)	2,000,000	2025
Fairgrounds Water Main Loop	2,838,579	2024
Brush Creek Transmission Main Replacement – Ouzel to Sylvan Lake Road	1,181,250	2023
UBWTP – 3 Filter Trains	3,879,563	2024
Grand Avenue Distribution System Improvements	2,431,013	2025
Brush Creek Transmission Main Replacement – Phase III	1,867,142	2026
Wastewater Fund – Identified Projects		
Main Under Eagle River from Fairgrounds	2,535,750	2024
Downtown Distribution System Improvements – Howard Street	467,386	2022
WWTP: Clarifier piping and valving	110,250	2023
Sanitary Sewer Piers across Eagle River	2,535,750	2024
Grand Avenue Wastewater Infrastructure Improvements	1,664,086	2025
Stormwater Fund – Identified Projects		
Third Street Storm Drain	210,000	2023
Grand Avenue Stormwater Infrastructure Improvements	1,276,282	2026
Total	29,805,896	

Staff Comment: *These projects are not in priority order. Staff generally would like to see this funding put towards the Grand Avenue Project, however, believes timing could possibly be an issue. That being said, any funding into the enterprise funds will assist with making more funds available for Grand Avenue Improvements.*

Upcoming Requirements

The first two reporting requirements are due to the US Treasury by April 30, 2022. Staff will have these completed prior to the deadline.

1. NEU agreements and supporting documents – This is a one-time only requirement
 - Copy of the signed award terms and conditions agreements
 - Copy of the signed assurances of compliance with Title VI of the civil rights Act of 1964
 - Copy of Actual budget documents validating the top-line budget total provide to the state as part of the request for funding
2. The first Project and Expenditure Report – NEUs receiving less than \$10 million in SLFRF will only need to report annually going forward.

COMMUNITY INPUT: None at this point.

BUDGET / STAFF IMPACT: Since these projects have already been identified in our Capital Improvement Plan and are considered necessary, there would be not budget impact to our expenditures. Unless future projects are identified that would require unanticipated spending, this will be a positive impact to our enterprise fund balances by \$1,755,929.

It will take staff time to complete the project and expenditure reports due to the US Treasury and due to the amount of federal funding, the year/s in which we utilize the funds will require a single audit. Single audits are required when you spend more that \$750,000 of federal funds in one year.

STRATEGIC PLAN ALIGNMENT: Spending the ARPA funds on enterprise fund capital projects is nothing exciting. It does not necessarily align with any major objectives since the identified projects are needs and not necessarily wants. This would align with our guiding principles including appropriate investment and sound planning.

RECOMMENDED ACTION OR PROPOSED MOTION:

Provide feedback on the projects identified, projects that aren't identified, and staff recommendations

ATTACHMENTS: N/A



To: Mayor and Town Council

From: Brian Lieberman

Date: April 22, 2022

Agenda Item: Open Space and Trails Master Plan Funding

REQUEST: Staff requests that Town Council consider providing additional funding for the Open Space and Trails Master Plan to ensure adequate and effective incorporation of community comments and for the consultants to attend the May OSRAC meeting.

BACKGROUND: In 2021, Town Council approved the development of the Open Space and Trails Master Plan for \$53,000 with the consulting firm SE Group. Funding for the Master Plan was appropriated from the Conservation Trust Fund. Throughout the public scoping and stakeholder involvement phases, we have had significant community involvement. To meaningfully address all the comments received from OSRAC, the community, and stakeholders, we need additional funding for:

1. Added mapping around open space and wildlife habitat
2. Attendance at the May 3 OSRAC meeting
3. Detailed response to Comment memo
4. Staff additions to final plan edits
5. Additional emphasis on and reorganization around open space/conservation

ANALYSIS: Staff requests that Council consider allocating \$6,000 in additional funding to ensure we produce a final plan that is reflective of community comments, concerns, and support. The additional funding will permit SE Group to attend a second OSRAC meeting, develop open space and wildlife specific maps, provide greater detail on the next steps for open space management, and develop an in-depth response to comments document. The additional resources will permit staff and the SE Group to develop a polished final product that thoroughly addresses community comments and incorporates meaningful feedback into the plan.

COMMUNITY INPUT: We have received over 45 comments during the public comment period (3/15 – 4/8), significant stakeholder involvement, guidance from OSRAC, over 250 responses to our online survey, 50 attendees at our first open house (10/19/21), and over 60 at the second open house (3/15). To adequately address the concerns, questions, ideas, and support identified throughout this process, staff is requesting additional funding.

BUDGET / STAFF IMPACT: Funding for the Open Space and Trails Master Plan was appropriated from the Conservation Trust Fund at \$53,000. This fund is financed by monies received through Colorado State lottery proceeds. The fund balance at the beginning of the year was \$114,320. The Town has historically saved these funds and contributed them to projects that benefit outdoor recreation, parks, and land management. Staff requests that Council allocate an additional \$6,000 for this project.

Strategic Plan Alignment/ Standards Achieved: Action item #3.9 in Elevate Eagle identifies the need for the Town to develop an Open Space and Trails Master Plan. A number of other action items under the Elevating Our Adventurous Lifestyle and Relationship with the Environment sections detail action items that will be included in the Open Space and Trails Master Plan.

Recommended Action or Proposed Motion: “Motion to **approve** or **deny** the change order to provide additional funds to SE Group for the Town of Eagle Open Space and Trails Master Plan to address public comment in an amount not to exceed \$6,000.”

Attachments:

1. April 22_Change Order_SE Group



April 22, 2022

Brian Lieberman

Brian.lieberman@townofeagle.org

Open Space and Trails Manager

1050 Chambers Ave, PO Box 609

Eagle, CO 8161

RE: Additional funds for the Town of Eagle Open Space and Trails Plan

To Brian

This letter describes the additional funding requested for our firm to complete the Open Space and Trails Plan.

After the Open Space and Trails Plan Open House on March 15, the following additional changes are needed to update the plan based on OSRAC and public input and take it through the recommendation and adoption process.

- Additional Project Management and Check-in Calls - \$750
- Additional mapping around open space and wildlife habitat - \$2,000
- Attendance at May 3 OSRAC meeting (virtual) - \$250
- Response to Comments (RTC) memo and final plan edits - \$1,000
- Additional emphasis on and reorganization around open space/conservation - \$1,250
- May 31st Council Work Session attendance (in-person) - \$750

These items are needed to accomplish the original scope of work of the project owing to OSRAC, stakeholder and community comments. We request an additional \$6,000 be added to our budget to complete these tasks.

We have enjoyed working on this project and want the best outcome for the Town of Eagle.

Respectfully,

Gabby Voeller, Senior Community Planner

A handwritten signature in black ink, appearing to read 'Gabby Voeller', with a long horizontal flourish extending to the right.