



Town Board of Trustees
AMENDED
Tuesday, June 25, 2019
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.*

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL - Citizens who are present to comment on any items are reminded to sign in on the sheet provided in the lobby.

ADOPTION OF AGENDA (Opportunity for amendment or deletions to this evenings agenda.)

PUBLIC COMMENT - Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.

CONSENT AGENDA Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)

1. Minutes - June 11, 2019
2. Resolution 31-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Setting A Public Hearing On The Reserve At Hockett Gulch Annexation

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

NEW BUSINESS

1. Proposed Final Draft - Employee Handbook
2. Strategic Plan Update
3. Proposed Franchise Agreement Code Update

OLD BUSINESS

1. Resolution 25-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Construction Contract With Hobbs Excavating And Trucking, LLC For The Construction Of The Violet Lane Water Line (Roll Call Vote Required)

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. Board Retreat Final Agenda

2. Vail Valley Partnership Eagle County Business Retention and Expansion Summary
3. Post Office Update, Mayor McKibbin

ADJOURN - 7:45 PM

AMENDED AGENDA

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



**Town Board of Trustees
Tuesday, June 11, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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TRUSTEES PRESENT

Scott Turnipseed
Kevin Brubeck, Mayor Pro Tem
Mikel "Pappy" Kerst
Andy Jessen

TRUSTEES ABSENT

Anne McKibbin, Mayor
Matt Solomon
Paul Witt

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Administrative Assistant
Carrie McCool Interim Town Planner
Jill Kane, Finance Director/Treasurer
Bryon McGinnis, Public Works Director
Joey Staufer, Police Chief
Erin Ivie, Assistant to Police Chief

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL -

Mayor Pro Tem Brubeck noted that Trustee Solomon, Trustee Witt and Mayor McKibbin were absent.

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Matt Scherr Eagle County Commissioner introduced himself and provided updates Eagle County initiatives.

OPEN PUBLIC HEARINGS *OPEN PUBLIC HEARING - - Must be open for One Hour*

Mayor Pro Tem Brubeck opened Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 and Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02 at 6:07 p.m.

Town Attorney Matt Mire noted that with regard to Reserve at Hockett Gulch, the Board is being requested to table this item and not extend to a date certain. We are awaiting a full submittal before scheduling it again and will re notice this to the public. Staff needs the complete packet to review before being able to present to the Board.

MOTION: Trustee Andy Jessen motioned to Table Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. Motion was

seconded and Passed with a vote of 4 in favor and 0 opposed.

Public Comment: (UNK) stated he came to talk about Hockett Gulch Project. Mayor Pro Tem Brubeck stated the public notice for the next meeting will be posted for upcoming public comment. There was no information included tonight for discussion. A request was made for referendum information and (UNK) was directed to contact the Town Clerk.

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update

Brandy Reitter thanked public works, marketing and police for their effort on the Bonfire Block Party and Eagle Outside Festival. Updated the transition with community development and plans to interview two people on Friday. Announced that Jeremy's last day will be June 24th. Brandy is meeting with someone on Thursday for interim event contract. The position has been posted. Home Rule Roundtable is June 17th at 5:30 here at Town Hall. This will be opportunity to educate public on Home Rule. The river park water is high and there is some damage. Staff will assess this once the river comes down as it relates to budget. We will need to be creative on how to repair. There are Elevate Eagle events coming up in July. We are moving along on broadband and will have a franchise agreement to present next month.

2. Department Update

No Board Comments.

3. Lower Basin Water Treatment Plant Project Report

Bryon McGinnis stated that everything is moving along well. Will schedule another tour with Trustees. The project is on schedule.

CONSENT AGENDA

1. Minutes from May 28, 2019

2. Bill Pay for May 2019

MOTION: Trustee Andy Jessen motioned to Approve the Consent Agenda. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed.

PUBLIC HEARINGS - QUASI JUDICIAL HEARING

1. Reserve at Hockett Gulch Annexation, Planned Unit Development (PUD) and Site-Specific Development Plan (vesting of property rights) - File#: AN 18-01 and PUD18-02. *(Requesting Continuance,)*

2. Tumbleweed Retail Special Use Permit - File#: SU19-03.

Mayor Pro Tem Brubeck opened the Public Hearing for File#SU19-03. Carrie McCool presented this item and noted that the Tumbleweed dispensary applicants are here to answer any questions.

Carrie provided the requirements for the standards for approval had been met, which included: The proposed use is consistent with the provisions of this Chapter and with the Town's; goals, policies and plans, and 2. The proposed use is compatible with existing and allowed uses surrounding or affected by the proposed use, and 3. Street improvements adequate to accommodate traffic volumes generated by the proposed use and in provision of safe, convenient access to the use and adequate parking are either in place or will be constructed in conjunction with the proposed use, as approved by the Town, and 4. The special conditions for specific uses, as provided in this Section, are met.

Staff provided feedback and input on the conditions for approval, which were suggested as follows: 1. Occupancy of the property for the approved use shall not be permitted prior to the issuance of State of Colorado Licenses for the references uses. 2. Upon issuance of licenses by the State of Colorado, Special Use Permit 13-11 shall become void. 3. The Chambers Avenue access shall not be permitted for exiting the property. 4. The Applicant shall apply for a building permit within one (1) year of this approval or the special use permit shall expire.

Tumbleweed architect Maggie Fitzgerald provided the board with an overview of the building, landscaping and parking. Maggie indicated the applicant had no concerns with the conditions staff recommended for approval.

Mayor Pro Tem Brubeck opened File#SU19-03 for public comment. There was no public comment.

Board Comments: confirmation that the stone yard special use permit would vacate with the issuance of this special use permit. Confirmation that only retail sales will be occurring at this location. Suggestion that the timeframe for building permit application be changed to three months from one year. Scott Schlosser representing the applicant agreed that would be acceptable.

a. Resolution 20-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Tumbleweed Retail Special Use Permit

MOTION: Trustee Turnipseed motioned to approve Resolution 20-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving The Tumbleweed Retail Special Use Permit with the amendment to the conditions to applicant would apply for building permit within three months. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed.

3. Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02.

Carrie McCool presented this item. Tonight, staff and the applicant wish to provide the Board with an update on the review process and outstanding issues. A number of submittal documents for this meeting were received just prior to the packet deadline and staff has not had adequate time to review. Staff reviewed all items that have been revised and are currently under review. Applicant is requesting direction and timing modifications to staff recommendations.

Applicant provided a presentation on the items they are seeking direction on. This included the fiscal impact analysis as it relates to public safety, the request for flexibly on construction timing of the Local Employee Residency Program and the applicant's proposal of cash in lieu which is lower than the County's per unit rate calculation, a request in variation of payment the impact fees associated with this development and timing of

open space dedication. Applicant provided comments that the variations are being requested for financing, economic conditions, concerns with public access to open space dedication parcels during construction, collateralization of all parcels to fund water and sewer installation and reasoning for reduced LERP cash in lieu offer.

Mayor Pro Tem Brubeck opened the public hearing on Reed Mountain Ranch Annexation, Planned Unit Development and Subdivision Sketch Plan for File# AN17-01, PUD17-01 and S18-02.

Markian Feduschak 004 Blue Grouse, addressed the Board regarding the land dedication for Walking Mountains Science Center and stated he is in support of this project.

Stan Kensinger 2753 East Haystacker Drive addressed the Board as Chairman of the Business Advocacy Council and requested the Board compromise with the developer for approval. The residents from this development will contribute to the Town's sales tax revenue as will the tourists drawn to the river access this project provides.

Mick Daly 1843 E Haystacker Drive referenced his email to the board and echoed his support for approval of this project.

Kraige Kinney 2677 Brush Creek stated he was in support of this project in principle but had concerns regarding the LERP requests and suggested the developer provide a letter of credit for the open space.

Steve MacDonald Avon stated this parcel is unique for the Town of Eagle and it should want it annexed as it is a well-planned development.

Mayor Pro Tem Brubeck closed public comment.

Board Comments: Matt Mire asked if the Board wished to hold the Executive Session as listed on the agenda, the Board declined the necessity to hold Executive Session. Board inquired about how the LERP number was calculated. Response was that it was an amount to offset the land costs per unit, not fully fund a housing unit. Developer indicated they are willing to build the units instead of offering cash in lieu.

Additional comments included timing of the LERP could be spread out based upon parcels and number of units on those parcels, instead of calculating them up front. Staff reiterated that the PUD Guide is the location where LERP requirements should be listed as the property could be sold and this requirement could get lost if it applied at some future date and not approved now. Applicant believed that it should be applied at development stage and would be 10% for each development permit applied for.

Applicant stated they were not disputing the impact fees or LERP units, only the timing of them. Board agreed spreading out the LERP during the development was acceptable. Impact fee timing was discussed, and staff and our code requires these be paid at application and not approval. Matt Mire believed the town may need an ordinance to address this issue more specifically for our code and to allow for payment to be made at permit, not application.

The Board agreed on request to split the transfer fee of 1% with .5% going to the Town. Applicant made comment that the open space dedication timing was critical for financing and would end the project if dedication cannot be delayed. A request for a date certain for dedication was requested and applicant agreed to a 10-year time limit.

Date for continuance was discussed, staff requested additional time to review the revisions submitted last week and the updates that will be generated from tonight's discussion. August 13 or 27 was suggested.

MOTION: Mayor Pro Tem Brubeck motioned to continue Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02 until the July 23, 2019 Town Board Meeting. Motion was seconded and Passed with a vote of 4 in favor and 0 opposed.

CLOSE PUBLIC HEARINGS Mayor Pro Tem Brubeck closed the public hearing for Red Mountain Ranch Annexation, Planned Unit Development (PUD), Site Specific Development Plan (vesting of property rights) and Subdivision Sketch Plan - File #: AN17-01/ PUD18-01 and S18-02. (8:25 p.m.)

OLD BUSINESS

1. Resolution No. 30, A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Construction Contract With Horizon Roofing, Inc. For The Replacement Of The Waste Water Treatment Plant Roof *(Roll Call Vote Required)*

Bryon McGinnis presented this item.

MOTION: Trustee Turnipseed motioned to Approve Resolution No. 30, A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado Approving A Construction Contract With Horizon Roofing, Inc. For The Replacement Of The Waste Water Treatment Plant Roof. Motion was seconded and Passed with a roll call vote of 4 in favor (Jessen, Brubeck, Turnipseed and Kerst) and 0 opposed.

NEW BUSINESS

1. Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals *(Roll Call Vote Required)*
Town Attorney Matt Mire stated this Ordinance references a codification issue that needs to be corrected.

MOTION: Trustee Turnipseed motioned to Approve Ordinance 13-2019 An Emergency Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado Renumbering Certain Chapters In Title 9 Regarding Public Peace, Safety And Morals. Motion was seconded and Passed with a roll call vote of 4 in favor (Jessen, Brubeck, Turnipseed and Kerst) and 0 opposed.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. TBOT Mini Retreat Agenda for June 26, 2019
Brandy Reitter requested input from the Board to finalize the agenda for the June 26, 2019 Town Board retreat. Currently we plan to discuss updates on strategic plan and budget items. Trustee Turnipseed requested to discuss

staff issues.

2. 2020 Census Information

Brandy Reitter updated the board with her report which included information about what might be required from the town to support this effort.

3. ERWC

Board stated they agreed to send letter to the Watershed Council.

Trustee Turnipseed: requested signage at the River Park concern and expressed concern with safety. Bryon McGinnis stated we have same concerns and signs have gone up referencing using at your own risk. Rules will be posted as well. Discussion regarding recent flooding of the river path.

Trustee Jessen thanked Town staff for efforts during Bonfire Block Party.

ADJOURN 8:33 p.m.

Approved:

Date:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 31
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO
SETTING A PUBLIC HEARING ON THE RESERVE AT HOCKETT GULCH ANNEXATION

WHEREAS, on March 9, 2018, the Town received a petition for annexation of unincorporated territory in Eagle County, known as the Reserve at Hockett Gulch annexation;

WHEREAS, on March 13, 2018, the Board of Trustees adopted Resolution No. 17, Series 2018, finding the annexation petition to be in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and setting a public hearing on the annexation for May 18, 2018;

WHEREAS, the Board of Trustees hereby affirms the findings set forth in Resolution No. 17, Series 2018 and adopts such findings as if fully set forth herein;

WHEREAS, since the original May 18, 2018 public hearing, the public hearing has been continued multiple times; and

WHEREAS, the Board of Trustees finds that, because of the multiple continuances over a large span of time, and in the interest of providing the public the greatest notice possible, the public hearing should now be reset and re-noticed.

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

Section 1. The Board of Trustees hereby sets the public hearing on the Reserve at Hockett Gulch annexation on August 27, 2019 at 6:00 p.m., or as soon thereafter as the matter may be heard, at the Eagle Town Hall, 200 Broadway, Eagle, Colorado. The Town Clerk is hereby directed to provide notice of such public hearing as required by the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 25, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: June 25, 2019

Re: Town Manager Report

Administration & Organization

I am going on vacation June 27 – July 4. I am looking forward to it. I am scheduled to complete my first half ironman in Coeur d'Alene on Sunday. Wish me luck!

The town was very successful the second time around with the hiring process for the Community Development Director. The hiring committee selected April Kroner from Manitowoc, WI. She has 20 years of experience in community planning and economic development. She has the depth and breadth to Elevate Eagle to the next level. Her first day is July 25. We will do everything we can to help her settle into Eagle. She is a wonderful fit.

Jeremy Gross's last day with the town was Friday even though he is helping us with Flight Days. His last official day will be June 30. We are contracting with Brian Hall to assist us until we can hire. The talent pool for this position is incredible and we have received many highly qualified applicants. Staff is finalizing the hiring committee and we are targeting interviews for July 9.

Finance has their latest sales tax numbers through April. We are up 5.38% over last year. However, we have collected 2.3% of our 2019 revenue projections. Town budgeted a 3% increase in 2019 which is consistent with inflation. We are positive we will meet our projections this year, but collections remain flat.

The flashing light signals were installed at the Eby Creek & Chambers Avenue roundabout on the northside of the intersection. The completion of this project will help with pedestrian safety for people using public transit.

2020 Budget Development Process:

Staff has been working on the 2020 budget process and the next steps are below:

- Staffing projections were due on Friday and administration is reviewing the requests. In total, we received 15 requests.
- Staff has finalized the audit and is building the budget. Revenue projection and fixed costs are due on June 28.
- All operating and CIP narratives for the budget are due on July 26.
- In August, administration staff is meeting with each department on budget requests.

- September 11 and 12 are budget workshops with the BOT.
- October 15 is when staff will present the proposed 2020 budget.

July is right around the corner and below are a few policy items that staff has planned for the BOT to review:

- Franchise agreements for Black Hills Energy and Comcast.
- Home Rule ballot measures.
- Eagle County Housing loan fund contribution presentation.
- Presentation on support for a camping proposal in Eagle County.
- Revising EQR code for remodel finishes in Community Development.

Economic Development and Planning

Pool & Ice Rink Recreation Campus Master Plan – Staff met with Mountain Recreation and Norris Designs last week to discuss the outreach plan for the project. Norris Designs also met with Haymeadow and the Mountain Recreation Board to discuss the land dedication, visioning and outreach timelines. The next steps are below:

- Ice cream social at the Pool and Ice Rink from 4 PM – 6 PM on July 10 to solicit input from the community.
- Distribution of an online survey to collect input is in the works.
- During the month of July, the team is assembling a stakeholder group to serve as a steering committee for the planning process.

Alpine Lumber Art Wall – The art selection committee has scheduled their first meeting on July 29 from 5 – 6 PM. The group will draft design guidelines for the mural project at Alpine Lumber. A call for submissions is scheduled for August. Once we know the pricing late summer, this will be a discussion item for the 2020 budget process.

Home Rule – The roundtable on June 17 went well. We had 20 members attend and over 200 views on the live Facebook stream. The next steps are:

- July 8 staff is inviting members of the public who are interested in serving on the Charter Commission to attend an informational meeting.
- July 9 is when the BOT will review resolutions finalizing the ballot language for both the Home Rule election and Charter Commission.
- Town of Eagle will keep up the webpage on Home Rule but will discontinue public outreach. A citizen committee will need to help with outreach.
- In July, staff will start working on a template of the Charter for the committee to start reviewing in November – assuming the election is successful.

River Park – Town is wrapping up the River Park but there are a few items that staff is tracking:

A few questions came up about the flooding at the park and staff wanted to address those items. Below are a few updates on the park:

- There were several design considerations of the River Park that resulted in occasional erosion of the crusher fine path and maintenance during runoff years. This is a 1/10-year flood event.
- As part of the National Flood Insurance Program, FEMA dictates “Prior to issuing any development permits involving activities in a regulatory floodway, the community must obtain a certification stating the proposed development will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths” (FEMA, NFIP Requirements). S2o performed detailed hydraulic modeling in order to meet these FEMA regulatory requirements as part of the Floodplain development permit through Eagle County. Held to these Constraints S2o designed the park for Zero Rise.
- The Town of Eagle utilized Matrix Design Group, to assess the existing conditions and flows of the Eagle River. This report indicated a 1/10-year flood event would be 4,530 CFS. This year, those flow rates were realized, resulting in some erosion to the maintenance path. Structurally, the water features and terraced walls should not be compromised in 1/10-year flood events. Below is a chart with measurements:

**TABLE 2
DESIGN FLOOD FLOWS
FOR THE EAGLE AND COLORADO RIVERS**

Stream Reach	Total Drainage Area (sq. mi.)	Area Above 10,000 ft (sq. mi.)	Flood Peaks in cfs For Different Return Intervals			
			10-yr	50-yr	100-yr	500-yr
EAGLE RIVER						
Downstream of Minturn	260	160.7	2,520	3,290	3,490	3,980
Downstream of Gore Creek	361*	243.2	3,800	4,790	5,190	5,940
Downstream of Beaver Creek	402*	254.7	3,980	5,010	5,430	6,210
Downstream of Lake Creek	658	290.6	4,530	5,710	6,170	7,060
Downstream of Brush Creek	808	333.3	5,300	6,690	7,230	8,400
Downstream of Gypsum Creek	944	364.4	5,890	7,430	8,030	9,330
COLORADO RIVER						
Downstream of Eagle River**	4,394	N/A	16,400	21,600	23,600	25,500

- Understanding that the maintenance path would be impacted by 1/10 yr flood events the original design called for a 10” thick concrete path for the maintenance path. However, due to cost constraints the path was value engineered to be a soft crusher fine path.

Elevate Eagle – This project continues to move forward. Below are a few updates:

Pop-up boards are being rotated through town. Locations include June 17 – 21 at the Pool and Ice Rink and June 24 – 28 at the Colorado Workspace. The June pop-up boards have more than 100 points of engagement, with an additional 123 online views, and 8 online feedback interactions. The next steps are:

Broadband – There are several updates on THOR and broadband in Eagle:

- Staff sent over a redline version of the Franchise Agreement for Comcast to review. The timeline for the BOT to review the document is late July.
- The pre-construction process for THOR is underway. The first shipment of hardware will arrive late July. Staff met with Mammoth Networks and NWCCOG to inspect the route from I70 and the basement at town hall for the meet me center. The buildout is projected to be less than what was anticipated earlier this year. Town paid the non-recurring payment last month.
- Staff submitted for grants from Holy Cross and DOLA for THOR this month for the buildout and feasibility study. We should learn if we are awarded by the end of July. If we are awarded, the entire project will be 100% funded.
- Interviews for the consultants to assist with the feasibility study are on July 10. Once a selection is made, we will put together a small steering committee to help guide the process.

Downtown Revitalization – Work continues with this initiative. Below are a few updates:

- The ArtWalk continues to be successful with more participation this month. Staff made the old town hall available for an art gallery popup with acoustic music during the event.
- To move revitalization forward, downtown businesses are discussing forming a 501c3 organization to help facilitate revitalization efforts and apply for grant funding. A core group is working on the process and vision for the organization.
- The town and chamber are working together to host a business financing forum July 12 from 2 – 4 PM. Downtown Colorado, Inc. will be present during the ArtWalk on July 12 to kickoff the Downtown Community Assessment project.

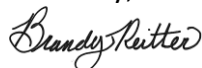
Outreach & Meetings – *Updates on participation on community outreach opportunities, regional/community meetings, and project specific meetings.*

- June 24 – 26 – Mountain Connect Conference on municipal broadband solutions.
- June 25 – Board of Trustees mini retreat at 5:30 PM.
- June 24 & 25 – Mountain Connect Conference.

Reminders – *Updates on events or meetings that might be of interest to the Board of Trustees.*

- July 8 – Home Rule Charter Commission Information at 5:30 PM at town hall.

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: June 25, 2019

Agenda Item: Proposed Final Draft – Employee Handbook

REQUEST:

Staff is requesting that the BOT review the proposed final draft of the Employee Handbook and give feedback.

BACKGROUND:

The last major revision to the Employee Handbook was in 2003. Since then, small revisions have been made to address situations as needed. Many of the revisions are out of compliance or cause confusion. Every 3 – 5 years the Employee Handbook should be reviewed to ensure that it is compliant with applicable laws. Staff began the process of revising the Handbook last June. The process took a little longer than anticipated due to feedback by employees, the Employers Council and CIRSA. The attached proposed Handbook is a well crafted document that will serve the organization and employees well.

ANALYSIS:

Staff has included the process for the development of the Handbook as well as a summary of the highlights contained in the document.

2018 – 2019 Process:

July – August	Town Manager and Human Resource Manager review the template provided by the Employers Council prior to the distribution of the Handbook to the staff committee.
September - January	Employee handbook committee met to review and give input on each section of the proposed draft.
February – April	Employers Council and CIRSA attorneys review draft and gave input.
May – June	Staff incorporated changes from the attorneys and finalized the document for BOT review.

Highlights:

While the list below isn't comprehensive of all the changes, staff wanted to provide the BOT with a few policies that received major updates that were supported by staff:

- Workplace bullying was a problem in the past and this was added.
- Comp time maximums with annual payouts if not used during the year.
- Separated procedures vs. policies to simplify the handbook.
- Problem solving section is clearly defined.
- Cleaned up benefits section so that it references a separate document.
- Sick leave will be granted to part-time employees to help recruit and retain staff.
- Vacation leave will be granted to part-time employees to help recruit and retain staff.
- New employees no longer have to wait 6 months to accrue vacation and will receive it immediately.
- Clearly defined dress code policies.
- Listed MLA and FMLA requirements.

BUDGET / STAFF IMPACT:

There will be budget implications for comp-time payouts and vacation leave for part-time employees. Staff will include these changes in the budget process.

COMMUNITY ENGAGEMENT:

- None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This report aligns with the following standards, values and policies:

- Sound Planning and Appropriate Investment – The revision of the Employee Handbook is an important policy document that gives guidance to employees and the organization. It also identifies investments made by the town in the workforce. This is a planning document that identifies high-level policies for the organization and mitigates risk to all parties. Having clearly defined policies will improve workplace conditions.

RECOMMENDED ACTION OR PROPOSED MOTION:

Review the Employee Handbook and give staff feedback for a final reading and adoption on July 9.

ATTACHMENTS:

- Proposed Final Draft – Employee Handbook.



TOWN OF EAGLE

EMPLOYEE HANDBOOK

Updated June 25, 2019

1.1 IMPORTANT INFORMATION ABOUT THE EMPLOYEE HANDBOOK

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION SUPERCEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS ISSUED PRIOR TO THIS HANDBOOK.

EMPLOYMENT WITH THE TOWN OF EAGLE IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE, FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS HANDBOOK, ANY BENEFIT PLAN, AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

NO REPRESENTATIVE OF THE TOWN OF EAGLE, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO CHANGE, DELETE OR ADD TO THE GUIDELINES DESCRIBED IN THE HANDBOOK. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN, THEREFORE, RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THIS EMPLOYEE HANDBOOK.

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1.2 WELCOME TO THE TOWN OF EAGLE

Whether you have just joined our staff or have been at the Town of Eagle for a while, we hope you will find our organization a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of the Town of Eagle to be one of its most valuable resources. This handbook has been written to serve as a guide for the employer/employee relationship.

1.3 EQUAL EMPLOYMENT OPPORTUNITY

The Town of Eagle is dedicated to the principles of equal employment opportunity. The Town prohibits unlawful discrimination against employees and applicants on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws.

1.4 RELIGIOUS ACCOMMODATION

The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Town of Eagle. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

1.5 ADA AND OTHER ACCOMMODATION

The Town of Eagle will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town of Eagle or cause a direct threat to health or safety. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Human Resources Manager.

The Town of Eagle will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1.6 NURSING MOTHER POLICY

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers. For up to two (2) years following a child's birth, nursing employees will be provided break time to express breast milk during the workday.

Nursing mothers will be permitted time to express milk during the workday, which typically will not exceed the normal time allowed for lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, the supervisor and employee will agree upon a plan which might include the employee using annual leave/vacation time, arriving at work earlier, or leaving later.

The Town of Eagle will provide a private area for nursing employees to express breast milk in the facility where the person works.

1.7 ANTI-HARASSMENT AND DISCRIMINATION

The Town of Eagle strives to maintain a work environment free of unlawful harassment. In doing so, the Town of Eagle prohibits unlawful harassment because of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age 40 and over, ancestry, disability, genetic information, military status, marital status or any other classification protected by applicable local, state or federal laws will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.

- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the Town believes it warrants separate emphasis.

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Workplace Bullying

The Town of Eagle defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or during employment.

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the Town will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when making decisions regarding discipline. It is the effect of the behavior upon the individual that is important. The Town considers the following types of behavior examples of bullying:

- *Verbal Bullying:* Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- *Physical Bullying:* Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- *Gesture Bullying:* Non-verbal threatening gestures or glances that convey threatening messages.
- *Exclusion:* Socially or physically excluding or disregarding a person in work-related activities.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Town of Eagle expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your Supervisor, Department Director, or Human Resources Manager. The Human Resources Manager will determine who will investigate the matter. Your complaint will be kept as confidential as practicable. If you prefer not to go to any of the above listed individuals with your complaint, you should report your complaint to the Town Manager.

This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

The Town prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If it is determined that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

SECTION 2 EMPLOYMENT POLICIES

2.1 EMPLOYEE CLASSIFICATIONS

The following terms are used to describe employees and their employment status:

Exempt Employees - An employee who is not eligible for overtime pay.

Non-Exempt Employees – Nonexempt employees are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek or as required by state law. Sworn Police Officers, who work more than 86 hours in a two-week work period are eligible for paid overtime at one and one half their rate of pay, consistent with the provisions of Fair Labor Standards Act Section 207(k).

Full-Time Employees – Employees who are not temporary employees, and who are regularly scheduled to work a minimum of thirty (30) hours per work week.

Part-Time Employees – Employees who are regularly scheduled to work less than thirty (30) hours per work week.

Temporary Employees – Employees who are hired on a temporary basis to supplement the workforce or assist in the completion of specific projects. Employment assignments in this category are of limited duration, generally twelve (12) months or less, and may be of a seasonal or intermittent nature. Employment assignments may be extended at the discretion of the Town of Eagle.

2.2 CONFIDENTIALITY

During employment with the Town of Eagle, employees may have access to “Confidential Information” regarding the Town of Eagle.

The terms *sensitive*, *private*, and *confidential data* are often used interchangeably, and generally refers to information which is protected by privacy laws or exempt from release under the Colorado Open Records Act. Examples include, but are not limited to, personally identifiable

information (name, date of birth, social security number, etc.), passwords, protected health information, certain legal and contractual information, credit or debit card information and certain personnel information.

Employees must protect this information by safeguarding it when in use, using it only for the business of the Town of Eagle and disclosing it only when authorized to do so. This duty of confidentiality applies whether the employee is on or off the Town's premises, during and even after the end of the employee's employment with the Town of Eagle. This duty of confidentiality also applies to communication transmitted by the Town of Eagle's electronic communications. See also Internet, Email and Computer Use policy, herein.

2.3 EMPLOYMENT OF RELATIVES OR PERSONAL RELATIONSHIPS

Employment of Relatives

The Town may employ relatives of current employees except in the following situations:

- Relatives would be in a position to supervise another relative.
- Relatives have access to confidential information pertaining to another relative including payroll and personnel records.
- Relatives audit, verify, receive, or are entrusted with money handled by the other relative.

In cases of marriage formation of a civil union, or committed relationship between two employees residing together, if the above guidelines apply, one must transfer or resign.

These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee in a committed relationship.

Relatives subject to this policy include: Individuals (step, biological or adoptive) related to an employee as follows: Spouse or domestic partner (or party to a civil union), child, grandchild, parent, parent in-law, grandparent, sibling, sibling in-law, or others who are dependents of the employee.

No relative as defined above of any board member shall be employed in a position of the Town.

If current employees become relatives during employment, the Town of Eagle should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Town of Eagle's operations exists. If the Town of Eagle determines that such a problem exists, the Town of Eagle may take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.4 PERSONNEL RECORDS AND EMPLOYEE REFERENCES

The Town of Eagle maintains a personnel file and payroll records for each employee.

Employees may contact the Human Resource representative to request a time to review their personnel file and/or payroll records. With reasonable advance notice, an employee may review his or her own records in the Town's offices during regular business hours and in the presence of an individual appointed by the Town to maintain the records.

Employees should promptly report any change of address, telephone numbers, emergency information and family status to the Human Resource Manager as income tax status and group insurance may be affected by these changes.

The Town does not furnish open letters of recommendation addressed "To Whom It May Concern."

If employees receive a call inquiring about a former employee, please refer the caller to Human Resources. Only HR has the authority to respond to such inquiries. This restriction includes recommendations on social media sites and letters of recommendation.

2.5 POLITICAL ACTIVITY

The Town encourages employees to participate in matters of responsible citizenship. The Town will not interfere with the conduct of Town employees engaged in political activity, as long as the activities are confined to hours when the employees are not on duty, are not campaigning in their official Town uniforms, and that the activities do not impair the employee's job efficiency or that of others.

Employees whose principle employment is in connection with federally financed activities are subject to the following federal requirements as a condition of such employment.

Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.

In addition, they may not coerce, attempt to coerce, command, or advise other covered employees to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the Town can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, organization, or candidate.

Any Town employee may be a candidate for a partisan political office provided that the involvement does not interfere or present a conflict of interest with his or her job. If involvement is necessary during normal working hours, the individual must take vacation leave or leave without pay. Employees whose salary comes in part or in whole from federal government sources are subject to the Hatch Act and its revisions.

No employee will be forced to pay any contributions to any political organization whatsoever.

Employees will not be required to work for, or participate in, the support of any political candidate during their off-duty hours.

Employees may not engage in political activities during work hours or on Town property excluding voting.

SECTION 3 HOURS OF WORK AND PAY PRACTICES

3.1 PAY PERIODS AND PAY DAYS

Employees are paid on a bi-weekly basis (26 pay periods) on Fridays. If the regular payday falls on a Town holiday, employees will be paid on the last business day before the holiday.

Work Week, Pay Period and Pay: The work week starts at 12:00 a.m. each Saturday and ends at 11:59 p.m. the following Friday, except that sworn police officers shall have the work week defined below. Town of Eagle pay periods are biweekly and cover two weeks beginning with a Saturday and ending on a Friday. Pay for the pay period will be issued on the following Friday. No salary advances are allowed.

Work Periods for Sworn Police Officers ONLY: Sworn Police Officer pay is calculated on a “work period” basis. The “work period” is a period of 14 consecutive days beginning at 6:00 a.m. on alternating Saturdays and ending at 5:59 a.m. the Saturday following 14 days.

Full-time employees, except for Sworn Police Officers, shall have two specified days off per week. In case of emergency, or where required for the performance of essential public service, an employee may be required to work on the days the employee is normally off.

3.2 OVERTIME COMPENSATION AND FLEXIBLE TIME

With the exception of sworn police officers, the Town encourages extra time worked by nonexempt employees in a standard work week to be flexed within the same workweek. If flexing of time would create an undue hardship of the operations of the Town, the Town may need nonexempt employees to work overtime on occasion. Employees will receive advance notice of

necessary overtime whenever possible. An employee's supervisor must approve all overtime work in advance. Exempt employees are not eligible for overtime wages.

If an employee takes vacation, comp, or sick time during the work week, that time does not count towards hours worked for the purposes of calculating overtime. Vacation, comp, and sick time will only be used if hours do not exceed 40 in a work week or 80 in a work period.

Holidays are considered hours worked for the purposes of calculating overtime except for police officers or employees regularly scheduled for shift work assignments. See Holiday Policy section for impact of paid Holiday Leave for the purposes of calculating overtime.

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Town is committed to complying with salary basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed.

3.3 COMPENSATORY TIME

The town encourages extra time worked in a standard workweek to be flexed within the same workweek. If flexing of time would create an undue hardship of the operations of the Town, at the option of the Town and non-exempt employee, comp-time may be taken and accrued in lieu of overtime pay, subject to the following:

- Comp-time shall be earned at one and one-half times the hours worked over 40 in the workweek and must be recorded on the timesheet.
- Comp time accrual may not exceed 40 hours total. Any overtime hours worked in excess of this limit will be paid at one and one-half times the regular rate.
- Comp time is required to be taken prior to using vacation leave.
- The employee is entitled to receive payout of unused accumulated comp time when employment is terminated or if a non-exempt employee status changes to an exempt employee.

An employee may use his/her accumulated comp-time off provided the scheduling of the time off does not unduly disrupt department operations; therefore, the employee and the Supervisor shall meet to determine a mutually acceptable schedule of time off. Employees must be permitted to use comp-time within a reasonable period as defined by FLSA after making their request for time off. In the event that accrued comp time has not been taken by December 31, the balance of accrued comp time will be paid to the employee.

To ensure compliance with the spirit and intent of this policy, supervisors will be responsible for managing the accrual and usage of comp-time in conjunction with other requested time off.

3.4 MEAL AND REST PERIODS

Employee meal periods are important to Town productivity and employee health. Non-exempt employees will be provided a 15-minute rest period for each four hours or major fraction worked; if practical, in the middle of the work period. This time is counted and paid as time worked.

Employees scheduled to work a five-hour period, or more are entitled to a 30-minute unpaid meal period. Non-exempt employees are required to take a minimum of a 30-minute unpaid meal period. Some departments will schedule up to a one-hour unpaid lunch period. Non-exempt employees are required to track this unpaid meal period on their timesheet. When non-exempt employees find an uninterrupted meal period is impractical, with supervisor pre-approval, employee may be permitted to consume an "on-duty" meal while performing duties. Employees shall be fully compensated for the "on-duty" meal period without any loss of time or compensation.

Exempt employees, as they are paid a weekly salary regardless of the hours they work, may choose to take breaks as needed.

3.5 TIME RECORDS

Exempt and non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. The employee's supervisor and the employee must sign the Time Card before it is sent to payroll for processing. Time Cards should be submitted to payroll at the end of each pay period or work period.

Each employee's time sheet should indicate for each day/shift worked: the total amount of time in hours and quarter hours the employee worked each day/shift based on the time the employee began or stopped working at the start or end of a scheduled work period, less the time the employee took for meal breaks of 30 minutes or more and less any other time the employee stopped work during the scheduled work period, other than scheduled refreshment breaks.

Time Cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way. If falsification is discovered, disciplinary action will be taken, up to and including termination.

3.6 PERFORMANCE REVIEWS

At any time, employees should discuss any question they have about their performance with their supervisor. Employees may receive performance reviews from time to time. Please contact and advise your supervisor or Human Resources if more than one year has passed since receiving formal feedback.

SECTION 4

STANDARDS OF CONDUCT

4.1 GENERAL STANDARDS AND EMPLOYEE RELATIONSHIPS

Employees of the Town are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity and ethical behavior at all times. This not only involves respect for the rights and feelings of others, but also demands that employees, while conducting business on behalf of the Town, refrain from any behavior that might be harmful to themselves, their coworkers, and the Town, or that might be viewed unfavorably by the public at large.

Employee Relationships

The Town believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. If employees allow personal relationships with coworkers to negatively affect the working environment, employees may be subject to the appropriate provisions of the Town's disciplinary policies. Where doubt exists, employees should speak with human resources or their supervisor for clarification.

4.2 VIOLENCE IN THE WORKPLACE

Employees must not engage in intimidation, threats, or hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, bullying, or any other act which in the Town of Eagle's opinion is inappropriate to the workplace. In addition, bizarre or offensive comments regarding violent events and/or behavior are not tolerated.

The Town of Eagle prohibits the possession or use of unconcealed weapons on Town property, unless the employee is required to carry a concealed weapon as a job requirement or carries a lawful concealed carry permit. This guideline applies to all Town employees, contract and temporary employees, on Town property.

Concealed weapons for which the employee has a permit must be unloaded or properly disarmed to render them un-dischargeable or unusable while on Town property. Further, the employee with the concealed weapon who has a permit must report to Human Resources Manager or Town Manager that they are carrying a concealed weapon while on Town property and must show the Human Resources Manager the permit. Excluding police officers, you must provide the weapon for inspection to the Police Chief or Police Supervisor. Additional precautions may be taken depending upon the circumstances.

"Town property" covered by this guideline includes all Town of Eagle-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Town's

ownership or control. This guideline also applies to all Town of Eagle-owned or leased vehicles and all vehicles that come onto Town property.

“Dangerous weapons” include, but are not limited to, handguns, firearms, explosives, and knives with blades 3 ½” greater, and other weapons further defined by Colorado statute. If employees have a question regarding whether an item is covered by this guideline, they should contact Human Resources. Employees have the responsibility to make sure that any item not specifically listed above that is possessed by the employee is not prohibited by this guideline.

The Town reserves the right at any time and at its discretion to search all Town-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for determining whether any weapon has been brought onto its property or premises in violation of this guideline. Any employee failing or refusing to promptly permit a search under this guideline will be subject to discipline up to and including a discharge.

Duty to Notify

In furtherance of the above stated policy, employees are asked to notify their supervisors (unless the act involves the supervisors) and the Human Resource Department (and police department in the case of imminent danger) of any suspicious workplace activity, situations, or incidents that they observe or know of that involve other employees, customers, or visitors and that appear problematic. This would include for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like, made directly or indirectly. Employee reports made pursuant to this policy shall be held in confidence, to the maximum possible extent. The Town prohibits any form of retaliation against any employee for making a report in good faith under this policy. Failure to abide by this policy will not be tolerated.

Any behavior listed above should be immediately reported to a supervisor or Human Resources representative. Complaints will receive attention and the situation will be investigated. Based on the results of the inquiry, action will be taken which management believes is appropriate. Employees should directly contact law enforcement personnel if they believe there is an imminent threat to the safety and health of employees or property.

4.3 ATTENDANCE AND PUNCTUALITY

Each employee is given a regular schedule to ensure all Departments are covered appropriately to handle Town requirements and needs.

Punctuality and regular attendance are essential to the successful operation of the Town of Eagle’s business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor (or another Supervisor if theirs is not available), prior to his or her starting time. Department Supervisors will define allowable methods of contact. Calling in for another employee is not acceptable. If an employee desires to modify their set schedule for any reason during the workday, the employee must obtain the

approval of his or her supervisor in advance. If the employee fails to call his or her supervisor or report for work for three (3) consecutive workdays, the employee will be terminated from employment. Excessive absenteeism or tardiness will not be tolerated.

4.4 DISCIPLINE/DISCHARGE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

4.5 ATTIRE AND GROOMING

It is important for all employees to project a professional image when at work by being appropriately attired. Due to the frequent interaction with the public, standards of personal appearance and personal apparel have been determined. What we wear to work reflects the pride we have in our organization, in what we do, and in ourselves. Although attire will vary according to job responsibilities, we ask that your appearance always show discretion, good taste, and appropriateness for the safe performance of your job. Body odor, bad breath, cigarette smoke and excessive use of perfume or cologne are offensive to coworkers and to the public. Please take the necessary precautions with regular bathing, deodorant and good dental hygiene. General guidelines are as follows:

- Employees are expected to dress in a manner normally acceptable in professional business establishments.
- While on duty, no member shall display a tattoo that contains language or pictures that are offensive to others in the workplace that are based on racial, sexual, religious, ethnic or other characteristic or attributes of a sensitive or legally protected nature. Any offensive tattoos must be covered up and not visible.
- Clothing that reveals too much cleavage, back, chest, stomach, legs, feet or your underwear is not appropriate.
- Perfume, cologne, or after shave should be used sparingly. If employees report for work improperly dressed or groomed in the Town's opinion, their supervisor may instruct them to return home to change clothes.

Business Casual Attire

For departments not required to wear uniforms, Business Casual Attire is generally accepted in mountain communities. This may best be done by combining some of your existing business wardrobe with casual attire. Listed below are some general guidelines although these are not intended to be all-inclusive.

- Casual pants, jeans or slacks are acceptable for all employees. Halter tops, shorts, sweat pants, and jogging pants are unacceptable.
- Skorts, dresses, and skirts should be no more than 2 – 3 inches above the knee.
- Button down, vests, technical and casual dress, polo shirts are acceptable.
- Flip flops or beach-type sandals are not acceptable.
- If in doubt whether attire is appropriate, do not wear it, or ask your supervisor ahead of time.
- Employees should also take their day's schedule into account on casual day. Traditional dress may be more suitable if meeting with visitors.

Check with your supervisor or manager ahead of time if you have any questions.

4.6 SAFETY

The Town of Eagle is committed to providing a safe workplace. Accordingly, the Town emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

All job-related injuries or illnesses, no matter how small or minor, must be reported immediately to the employee's supervisor by completing an incident or accident report. If the supervisor is not on duty, the employee should report it to Human Resources. Please consult the Town of Eagle's Workers' Safety and Cost Containment Manual for complete details regarding specific safety policies and procedures for each specific department.

4.7 DRUG AND ALCOHOL POLICY STATEMENT

The Town of Eagle is committed to a safe, healthy, and productive work environment for all employees, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the possession, use, sale of controlled substances or alcohol on Town of Eagle premises or during Town time is prohibited. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited. Alcoholic beverages served in conjunction with an authorized Town event are an exception to this prohibition. However, if an employee is being compensated to drive, are on-call or have the potential to be dispatched, no alcohol is allowed.

Testing is an essential element in the Town's efforts to ensure a safe and productive work environment. The Town has issued separate guidelines for this testing program. Please contact human resources, or your supervisor if you have specific questions.

4.8 WORKPLACE SEARCHES

Searches conducted by public employers fall within the scope of the Fourth Amendment of the U.S. Constitution. The Fourth Amendment protects persons from “unreasonable searches and seizures” conducted by “the state.” Whether an inspection or a search is unreasonable will depend upon, among other things, whether the person has a reasonable expectation of privacy in the place to be inspected or searched. Public employers should be cautious in making a decision to inspect or search any place where the employee might expect privacy.

We may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.

The Town reserves the right to inspect all locations and items on Town’s premises, upon reasonable suspicion, including, but not limited to offices, vehicles, closets, lockers, desks, file cabinets, and other equipment (including, but not limited to computers, voice mail, and e-mail) and facilities or any area on Town premises are the property of the Town (“Town Property”), and are intended for business use. Employees should have no expectation of privacy with respect to Town property and/or items stored within Town Property or on Town premises. Inspection may be conducted at any time, without notice, at the discretion of the Town of Eagle. Any employee obstructing any proper search, or otherwise interfering with the administration of Town activities pursuant to this section is in violation of this policy.

All employees must cooperate in an inspection; failure to do so will not be tolerated.

4.9 COMMUNICATION SYSTEMS

The communication systems are property of the Town and intended for business use. An employee’s use of these systems must not disrupt the operation of the Town network or the networks of other users. And, it must not interfere with employees’ productivity.

The Town maintains the ability to access and monitor any computer files, use of software, Internet usage, e-mail, and voice mail. Information stored or communicated via the Town’s computer and communication systems may be public record under the public records law and subject to public inspection. Employees should not assume that any such information is confidential. However, other than management employees acting on behalf of the Town, employees should not attempt to gain access to another employee’s computer, Internet files, e-mail, or voice mail without the latter’s permission.

All information regarding access to the Town of Eagle’s computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential information and may not be disclosed to non-Town personnel.

Software and Copyright

The Town licenses and does not own the software it utilizes. Therefore, use of the software must be in accordance with the applicable Software Agreements or as directed by the Town's designated Software Manager. Employees must not use the Town's technology resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission.

Unauthorized Use

Employees are not permitted to use the Town of Eagle system in a way that is deemed by management as inappropriate or in violation of other Town guidelines. The Town determines when an employee is using the Town communication systems inappropriately.

E-mail

Email is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The Town prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of e-mail or anywhere else on Town premises at any time. Management may monitor e-mail from time to time. Employees should be aware that emails might be public records and subject to public disclosure.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

Voice Mail

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for 2 days or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternative contact in the meantime. See Customer Service Standards for guidelines.

Telephones/Cell Phones

Personal calls, including those made with cell phones and mobile devices, must be minimal and not interfere with employees' performance of their jobs. Personal use of the Town telephones for long distance is not permitted.

The Town provides cell phones and mobile devices to those employees who need them to perform their jobs. Such devices are intended for business use. Therefore, personal calls should be limited to those necessary and should be brief.

For safety reasons, the use of cell phones while driving a town vehicle is prohibited. Employees are not permitted to text while operating a motor vehicle and can only text when the vehicle is lawfully parked.

4.10 SOCIAL MEDIA POLICY

Whenever you use social media, use good judgment. We request that you be respectful of the Town, our employees, customers, partners and affiliates, and others.

Personal use of social media is never permitted on working time by means of the Town's computers, town-issued mobile devices, networks, and other IT resources and communications systems. Use of personal mobile devices during work time should be kept to a minimum. The Town has developed Use of Social Media Guidelines for employees who use social media like blogs, wikis, and social networking sites that may contain postings related to the Town, employees of the Town, and any other affiliates of the Town.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss terms and conditions of their employment.

Specific Guidelines

1. Public communications concerning the Town, employees of the Town, and any other affiliates of the Town must not violate any guidelines set forth in this handbook, especially as it relates to discrimination, unlawful harassment, and illegal activities.
2. Your personal or anyone else's blog, wiki, or social networking site is not the ideal place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the Town regarding these issues shall be made consistent with the complaint procedures in this handbook so that the Town can address them.
3. Blogs, wikis, chat rooms, and other forms of social media communications are individual interactions, not Town communications. All postings on a blog, wiki, chat room, or social networking site on behalf of the Town must be posted to official town sites by authorized individuals.
4. If you post any comment that promotes or endorses Town products or services in any way, the law requires that you disclose that you are employed by the Town.
5. You must comply with all applicable laws including copyright and fair use laws. Only the Town's designated custodians of records are authorized to respond to open records and criminal justice records requests and such request relating to any social media or other records shall be handled by them. When you use social media, use good judgment. We request that you be respectful of the Town, our employees, our customers, our partners and affiliates, and others.
6. Avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages our employees,

customers, partners and affiliates, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment.

Nothing in this guideline is meant to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss terms and conditions of their employment.

Please consult with your supervisor if you have any questions about the appropriateness of publishing information relating to the Town.

4.11 SOLICITATIONS, DISTRIBUTIONS AND POSTING OF MATERIALS

The Town of Eagle prohibits the solicitation, distribution and posting of materials on or at Town property by any employee except as may be permitted by this policy. Charitable and community activities supported by Town management and town-sponsored programs related to Town services are permitted.

Provisions:

- Employees may not solicit other employees during work times, except about a town-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except about town-sponsored event or if approved by Human Resources.
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to the Human Resources.

4.12 SMOKE AND TOBACCO FREE WORKPLACE

It is the policy of the Town of Eagle to prohibit smoking and tobacco use as specified below to provide and maintain a safe and healthy work environment for all employees. Smoking and tobacco use is defined as snuff, tobacco pouches and chewing tobacco, the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, e-cigarette, personal vaporizer or pipe of any kind.

The smoke and tobacco free workplace policy applies to:

- All areas of Town buildings excluding designated smoking areas.
- All Town-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the Town.
- All visitors (citizens or vendors) to the Town premises.
- All contractors and consultants and/or their employees working on the Town premises.
- All employees, Board members or temporary and seasonal employees.

Smoking is prohibited within all areas of the buildings and within 15 feet of any entrance into any Town building Per C.R.S. 25-14. Employees may smoke in designated areas.

4.13 ETHICAL STANDARDS; INCOMPATIBLE ACTIVITIES

The holding of public employment is a public trust, created by the confidence which the electorate reposes in the integrity of Town officials and employees. Town officers and employees should not engage in any activities or enterprises which are incompatible with his or her duties as a Town officer or employee or with the duties, functions and responsibilities of the department in which he or she is employed.

Incompatible Activities

- Private Gain – Any employment, activity or enterprise which involves the use for private gain of the Town's time, facilities, equipment, supplies, prestige, influence, badge or uniform.
- Cause for Audit – Performance of an act, in other than one's capacity as a Town officer or employee, which may later be subject, directly or indirectly, to control, inspection, review or audit by such officer or employee or by the Town department in which he or she is employed.
- Disclosure or Use of Confidential Information – Disclosure or use of confidential information acquired during his or her official duties to further substantially his or her personal financial interest.
- Acceptance of Gifts – The acceptance of a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties; or which he or she, or a reasonable person in his or her position, knows or should know under the circumstances is primarily for the purpose of rewarding him or her for official action he or she has taken.

An "economic benefit tantamount to a gift of substantial value" includes, without limitation, a loan at a rate of interest substantially lower than the commercial rate then currently prevalent for the similar loans and compensation received for private service rendered at a rate substantially exceeding the fair market value of such services. For the purposes of this section, the following shall not be considered "gifts of substantial value" or "gifts of substantial economic benefit tantamount to gifts of substantial value".

- An occasional non-monetary gift with a value of less than \$25.00.
- A non-monetary award publicly presented by a non-profit organization in recognition of public service.
- Payment of or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which the Town official or employee is scheduled to participate.
- Reimbursement for, or acceptance of, an opportunity to participate in a social function or meeting which is offered to the Town official or employee which is not extraordinary when viewed considering the position held by such official or employee.

- Items of perishable or non-permanent value, including, but not limited to, meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.
- Payment for speeches, appearances or publications.
- Financial Transactions – Engaging in a substantial financial transaction for his or her personal business purposes with a person whom he or she inspects or supervises during his or her official duties.
- Related Business Entities - Performing an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
- Conflict of Interest – In accordance with State law, a Town officer or employee should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by a department over which he or she has substantive authority. In addition, a Town officer or employee should not, within six (6) months following the termination of his or her office or employment, obtain employment in which he or she will take direct advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters should include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested matters in the consideration of which he or she was an active participant.

4.14 PROBLEM SOLVING

These procedures are intended to be used to address issues regarding workplace policies or practices that are a matter of concern for the organization. These procedures do not apply to any disciplinary action or to termination of employment.

Step One:

Promptly bring the complaint to the attention of the immediate supervisor. This discussion should be held within three to five days of the incident, or in a timely manner. If the complaint involves the supervisor, the Department Manager, then it is permissible to proceed directly to step two. The supervisor will investigate the complaint, attempt to resolve it, and give a decision to the employee within a reasonable time.

Step Two:

If the solution is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the Department Manager, or Human Resources in a timely manner. The problem should be presented in writing stating the nature of the problem. The Department Manager, or Human Resources will, in a timely fashion, investigate the issues and communicate a decision in writing to all parties involved.

Step Three:

If an employee still feels the problem has not been resolved, an employee may take a written appeal within a timely manner to the Town Manager. The timeliness requirement and procedures to be followed are similar to those in Step Two. The Town Manager will take the necessary steps to review and investigate the complaint and will then issue a written and final decision.

SECTION 5 EMPLOYEE BENEFITS AND SERVICES

5.1 TOWN OF EAGLE BENEFITS

The Town provides excellent benefits for its full-time employees.

Currently, the Town provides a number of benefit plans such as medical, dental, vision and life insurance. At the end of each calendar year, during open enrollment, employees may change medical and dental elections for the following calendar year.

For specific information regarding the Town's benefit program, please contact the Human Resources Department. Summary Plan Descriptions are available upon request. Qualifying life events, as defined in Plan documents, allow employees to make midyear changes in coverage consistent with the qualifying life event. Please contact Human Resources to determine if a family status change qualifies under the Plan document and IRS regulations. Refer to Benefits Summary documents.

5.2 EMPLOYEE DEVELOPMENT

General Policy

The Town encourages development of each employee to his or her fullest potential. Completion of special training programs may be a factor to be considered in making promotions and/or job assignment. Town employees are encouraged to develop and further their job skills and personal potential by participating in programs geared to their needs and the needs of the Town.

Tuition Reimbursement

Employee's desiring to enroll in correspondence or college courses may be reimbursed for the tuition costs in full or in part provided approval is given by their Manager or Supervisor prior to registering. Textbooks, workbooks, and supplemental materials are paid for by the employee and coursework must be satisfactorily completed before reimbursement. Training must be related to the employees' position.

Reimbursement for Expenses Incurred at Training and Other Programs

If an employee receives prior approval from their Supervisor or Manager to attend a convention, training program, seminar, institute, or similar program aimed at enhancing the employee's skills on the job, the Town may reimburse the employee for costs incurred, including registration fees,

transportation expenses, meals and lodging. See separate Training Expense Reimbursement Guidelines for more information.

SECTION 6 EMPLOYEE LEAVES OF ABSENCE AND TIME OFF

6.1 GENERALLY

While regular attendance is crucial to maintain business operations, the Town recognizes that, for a variety of reasons, employees may need time off from work. The Town has available many types of leaves of absence. For all planned leaves, employees should submit a leave request at least five (5) days in advance; in case of emergencies, employees should submit the leave request to their Supervisor as soon as they become aware of the need for leave. All unpaid leave requires prior approval by the Town Manager.

6.2 SICK LEAVE

All full-time, employees shall accrue sick leave from the date of hire at the rate of 8 hours per month, for a total of no more than 12 days (96 hours) per year.

Part-time employees shall accrue sick leave from the date of hire at the rate of 4 hours per month, for a total of no more than 6 days (48 hours) per year. Seasonal and temporary employees are not eligible for paid sick leave.

Sick leave is to be used only in the following circumstances: (a) when an employee is ill or incapacitated for work; (b) when an employee's exposure to contagious disease may jeopardize the health of other employees; and (c) when an illness is in the employee's immediate family, but only when it is necessary for the benefit of the immediate family for the employee to remain away from work; (d) when an employee is on an approved medical or family leave of absence; (e) for medical appointments. Employees are required to notify their Supervisor when sick leave is taken and complete a sick leave form to receive paid sick leave. Sick leave can be accumulated and carried over from year to year up to a maximum of 480 hours. Sick leave may also be used for pregnancy, childbirth or adoption. Employees are not paid for any unused sick leave when their employment terminates.

After three consecutive (3) days of illness, a written verification from the employee's personal physician may be required, which should indicate that the employee is unable to participate in all the employee's duties for the Town. If an employee misses work due to a family member's or dependent's illness, a written verification of an illness from the family member's or dependent's personal physician may be required following an absence

6.3 HOLIDAYS

The Town observes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day and the Day after Thanksgiving
- One-half (1/2) Day on December 24th
- Christmas Day
- One-half (1/2) Day on New Year's Eve
- Floating Holiday

Holidays that fall on a Saturday are typically observed the preceding Friday; those that fall on a Sunday are typically observed the following Monday. For guidelines on Floating Holidays, please see the Floating Holiday Policy. For sworn police officers, holidays are observed on the actual holiday. If a holiday falls during an employee's vacation or paid leave, the holiday will not be counted as vacation or leave time.

The Town will grant paid holiday time off to all eligible employees. Holiday pay for full-time, non-police officer employees will be calculated based on the employee's base rate (as of the date of the holiday), pay is based on 8 hours for a full day and 4 hours for a half day.

Part-time employees will receive 4 hours of holiday pay for a full day and 2 hours for a half day. Part-time employees who are regularly scheduled to work under 10 hours a week will not receive holiday pay.

Seasonal and temporary employees are not eligible for paid time off for holidays.

Holiday Policy and Overtime Compensation: Holidays, with the exception of Floating Holidays, are considered hours worked for the purposes of calculating overtime for all non-exempt employees except Police Officers and other employees regularly scheduled for 24/7 shift work assignments.

Worked holidays

Fulltime employees who are required or choose to work on a holiday may take another day off within the same pay period to be arranged with your supervisor.

Police Officers Worked Holiday Premium Pay: Full-time hourly Police Officers or employees regularly scheduled for shift work assignments who work on a paid holiday will be paid a Holiday Premium rate equivalent to time and one half (1 ½) of their regular rate of pay for actual hours

worked on the holiday in addition to holiday pay of 8 hours for a full day or 4 hours for a half day. Only Police Officers whose shift starts on the holiday are eligible to receive Holiday Premium Pay. If a shift begins prior to the holiday and extends into the holiday, these hours are not eligible for Premium pay.

Holidays not worked: If an officer doesn't work a holiday, pay is based on 8 hours for a full day and 4 hours for a half day to be recorded in the bottom section of the time sheet.

Half Day Holidays: If working the half day holiday, in addition to holiday pay of 4 hours, actual working hours up to and including 6.00 hours is paid at the regular rate of pay. Actual hours worked exceeding 6.00 hours is paid at time and one half (1 ½).

6.4 VACATION TIME

The Town of Eagle offers vacation time to provide opportunities for rest, relaxation, and personal pursuits. Employees begin accruing vacation time immediately. Thereafter, vacation time is accrued according to the following schedule:

- 12 Days of Vacation – 1 to 5 years of service accrued at eight (8) hours per month.
- 15 Days of Vacation – 5 to 10 years of service accrued at ten (10) hours per month.
- 20 Days of Vacation – After 10 years of services accrued at 13.33 hours per month.

Vacation time will be paid at an employee's base pay rate. Time on vacation is not counted toward or paid as overtime for non-exempt employees. Part-time employees are not eligible for years of service increases. To be eligible for paid vacation, part-time employees must work an average of 20 hours weekly and vacation leave may only be taken on scheduled work days.

Seasonal or temporary employees will not receive paid vacation.

Vacation scheduling can be difficult during certain times of the year. Vacations are scheduled at the discretion of the employee's supervisor and the Town. Vacation requests will be considered in the order they are received. In case of conflicting requests, the first submitted request will be given scheduling priority. To request vacation, employees should complete a leave request form, fill it out, and have their supervisor approve it, then submit it with timecard.

When a paid legal holiday falls during an employee's scheduled vacation, such holiday shall not be considered vacation time.

Maximum Accumulation of Vacation

Full-time employees who have been with the Town for less than 10 consecutive years may not accumulate more than 160 vacation hours. Full-time employees who have been with the Town for more than 10 consecutive years may not accumulate more than 240 vacation hours.

Part-time employees may not accumulate more than 80 vacation hours.

Every employee shall be afforded the opportunity to take annual vacation. Once the vacation cap is reached, no additional leave will accrue until the balance falls below the vacation cap. No employee shall lose any vacation to which he or she is entitled when Town operations require his or her presence on the job. No employee shall be permitted to waive vacation leave for the purpose of receiving extra compensation. Upon termination of employment from the Town, an officer or employee shall be paid for all vacation hours accumulated but not used, to the date of termination.

6.5 MEDICAL LEAVE OF ABSENCE

Should the need arise, the Town provides eligible employees with a leave of absence from work for certain medical reasons as provided below. Unless federal, state or local laws provide otherwise, in order to be eligible for the leave, an employee must have been employed by the Town for at least 12 months.

An eligible employee may take up to three months of unpaid leave for illness, injury, or pregnancy.

Human Resources is notified by the employee as soon as possible of the need for medical leave.

The employee submits to Human Resources a written statement from a medical provider outlining the reason for leave and the estimated time needed. (The Town may require the employee to obtain an opinion from a medical provider selected by the Town.)

Approvals are obtained from Human Resources prior to the leave.

All available sick leave and earned vacation is used at the beginning of the leave of absence. Accrued sick, comp time, and vacation leave must be used before the employee can take unpaid leave.

When the estimated period of leave is less than three months and an employee needs to extend the leave, another medical provider's statement is required indicating the new estimated length of leave.

An employee ready to return to work from leave must present a doctor's statement indicating ability to return to work and perform the essential functions of their position, with or without reasonable accommodation.

Unless otherwise required by law, the following applies to medical leaves of absence. The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so. The Town does not guarantee reinstatement of an

employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The Town of Eagle currently continues medical and life insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee's portion of the premium.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act or other law, additional accommodations may be provided. Employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the Town.

Part-time employees are not eligible for medical leave except as required as an accommodation for a disability.

6.6 FAMILY MEDICAL LEAVE

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered

servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”

Benefits and Protections

During FMLA leave, the Town maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer’s jury duty pay are not granted on unpaid leave.

Eligibility Requirements

Employees are eligible if they have worked for this Town for at least 12 months, for 1,250 hours over the previous 12 months, and if they work at a work site with at least 50 employees within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Town, or 26 weeks as explained above. The Town uses the 12-month period measured forward from the first day of an employee's leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the Town's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resources Manager at least two days before their first day of return.

The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

Unlawful Acts

FMLA makes it unlawful for the Town to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA.

Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

6.7 BEREAVEMENT LEAVE

In the event of a death in the immediate family, employees may have up to four (4) working days, at their regular straight time or base salary to handle family affairs and attend the funeral. "Immediate family" is defined as spouse, domestic or civil union partner, children, parents, legal guardian, brothers, sisters, mother-in-law, father-in-law, grandparents or grandchildren. Any additional time off should be requested as vacation, comp time or an unpaid time off to extend their absence from work, with the approval of the employee's direct supervisor. Whenever possible, an employee's supervisor must approve a funeral leave in advance.

6.8 JURY DUTY

Non-exempt employees who are summoned for jury duty will be compensated for scheduled hours, with pay, at their regular straight time or base pay for up to the first three days of jury duty. If required to serve more than three days, payment received from a court for service as a juror shall be retained by the employee. With proof of service from the courts, the Town will supplement non-exempt employee's wages received from the courts to make up the difference in their regular straight time or base pay wages, less the payment received from the court. With proof of service from the courts, exempt level employees will continue to receive their regular bi-weekly salary while serving jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work immediately on those days or parts of days when their presence in court is not required.

6.9 VOTING TIME

Employees who are registered voters and who lack three (3) non-working hours when polls are open to vote in any local, state, and national election may take up to two (2) hours off work with pay at the beginning or end of their shift if the employee requests, or at a time decided by the Town, for this purpose.

6.10 MILITARY LEAVE OF ABSENCE

Employees granted a military leave of absence are reinstated and paid in accordance with the laws governing veterans' re-employment rights. Employees who are in the Reserve or National Guard and are called for training will be compensated for up to 15 days per year for such purposes. Documentation of training duty is required. Training duty beyond the 15 days per year will be unpaid.

6.11 DOMESTIC ABUSE LEAVE

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Human Resources Department for more information.

SECTION 7 EMPLOYEE TRANSPORTATION AND TRAVEL

7.1 PARKING

The Town provides employee parking spaces in designated areas. Employees should park only in employee spaces so customers and visitors have easy access to our facilities. The Town does not assume responsibility for theft or any damage to employees' vehicles or any personal property in vehicles while parked on the Town's premises.

7.2 USE OF TOWN-OWNED VEHICLES

Town-owned vehicles are to be used for official business only, and shall not carry any passenger other than in connection with official Town business. An employee authorized to drive a Town vehicle must have a current Colorado Driver's License. The Town reserves the right to investigate the driving records of an employee who is driving Town vehicles. Employees must wear seat belts, obey all laws and be safe and courteous whenever they drive a Town vehicle. Employees should not carry any hazardous materials in the Town vehicles or permit any non-employee to operate the vehicles. Employee is responsible for any tickets or fines arising from their use of Town vehicle. For safety reasons, the use of cell phones and mobile devices while driving a town vehicle is prohibited. Employees are prohibited from using a cell phone or other device to text while operating a vehicle on town business. Texting is only allowed when employees are lawfully parked in a safe area. The side or shoulder of the road is not considered a safe area.

7.3 USE OF PRIVATE VEHICLES

If an employee is required by his or her supervisor to use their personal car in the performance of their official duties, he or she shall be reimbursed by the Town for the mileage driven at a rate specified by the IRS. Supervisors shall authorize in advance any use of a personal vehicle for Town business. No cell phone use on Town business, while driving.

All employees who use their vehicles for any job-related purpose must have at least the minimum motor vehicle liability and collision insurance required by law and must be sure their insurance covers any collision or vehicle liability that arises while they are using their vehicle on the job. The Town reserves the right, in its sole discretion, to verify employee's vehicle insurance coverage and to request that the Town be named as an additional insured.

7.4 ACCIDENTS

If, while operating a Town-owned vehicle or a privately-owned vehicle in the performance of official duties, an employee is involved in an accident resulting in personal or property damage, that employee shall:

- Request that all parties and properties concerned remain at the scene of the accident until a law enforcement representative releases them.
- Notify the appropriate law enforcement agency.
- Report the accident to his or her supervisor immediately or to human resources no later than the next day.
- Refrain from any discussion of the accident with anyone other than the investigating police officer, appropriate Town officials, representatives of the insurance Town designated by the Town, and representatives of his or her own insurance Town, if the employee's privately-owned car is involved.
- If uninjured, complete an accident report onsite and turn into your supervisor or human resources.

7.5 REIMBURSEMENT OF MILEAGE AND PARKING EXPENSES

The Town currently reimburses an employee's authorized IRS mileage and reasonable parking expenses if that employee is out of town on approved Town business. The mileage reimbursement rate is intended to cover gas, vehicle use and insurance. The Town will also pay any parking charges necessarily incurred during job-related vehicle use. Employees who are parking at the airport or another location where long-term or other alternative, less expensive parking is available, should use the less expensive alternative. Employee's should submit a Mileage/Parking Reimbursement Form and any parking charges receipts to Accounting for any reimbursable vehicle use within two (2) weeks after the date of any such charge. The Town does not reimburse for parking or traffic tickets occurred why travelling on town business. See the Towns expense reimbursement guidelines for more details.

SECTION 8 SEPARATION OF EMPLOYMENT

8.1 GENERAL

We request that employees who wish to resign their positions notify the Town of their anticipated departure date and go over the “check out” procedures at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the Human Resources Department.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the Town maintained satisfactory performance and attendance.

8.2 RETURN OF TOWN PROPERTY

The separating employee must return all Town property at the time of separation, including, uniforms, cell phones, keys, PCs, etc. Failure to return some items may result in deductions from the final paycheck. Payroll deduction only authorized with prior written authorization from employee.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED _____.
_____. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS.
FURTHER, I UNDERSTAND:

- EMPLOYMENT WITH THE TOWN OF EAGLE IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER OR MAYOR, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Employee Signature

Date



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: June 25, 2019

Agenda Item: Strategic Plan Quarterly Update

REQUEST:

Staff is requesting that the BOT review a quarterly progress report on the Strategic Plan adopted by the Board of Trustees in 2017.

BACKGROUND:

Staff presented the first draft of this report last July that included all the priorities and objectives approved by the BOT in 2017. Since then, progress has been on several items. The BOT will receive reports on progress quarterly or upon request. Updates are attached to this memo.

ANALYSIS:

Instructions for reviewing the report are included below:

- Everything in bold indicates a change from the prior report.
- Items highlighted in green are complete and will be removed on the next report.
- Items highlighted in yellow are in progress or are scheduled.
- Updates on each item are listed in the Update column.
- Items that are not highlighted haven't started or there is no change in status from the last report.

Significant changes from last report:

- Completion of phase one of the River Park.
- Home Rule education and outreach completed.
- Software implementation in administration and police departments.
- Elevate Eagle continues, and the comprehensive plan is 50% complete.
- Full implementation of the water rate/tap and fee study recommendations.
- Kicked off the beginning of economic development strategies.
- LWBTP construction is on schedule and is progressing forward.

- Audit completed of utility billing and trash services.
- Employee Handbook final draft completed.
- Developed work plans and customer service standards.
- Completed and have executed town's first CIP.

Strategic Plan statistics:

Staff is tracking 86 strategic plan outcomes. Out of 86, approximately 22 are complete and 28 are in progress. There are 36 items that have not started or do not have an update from the last report.

BUDGET / STAFF IMPACT:

There is no impact to budget or staff with this report.

COMMUNITY ENGAGEMENT:

- None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This report aligns with the following standards, values and policies:

An update on the strategic plan illustrates how the organization is accomplishing all of the business values that were identified by the BOT in 2017. Those values include:

- Sound planning and appropriate investment
- Sound finance and increasing efficiency
- Reliable and cost-effective services
- Protecting public health, safety, and the environment
- Economic development
- Transparency and community engagement

RECOMMENDED ACTION OR PROPOSED MOTION:

Action by the BOT is not required.

ATTACHMENTS:

- Quarterly report.

Town of Eagle Strategic Plan Update - As of 6/25/19

Major Obj.	Department	Project	Description	Prioritized	Funded	Status	Update	
Sound Planning & Appropriate Investment								
9	Open Space	GOCO grants for open space	Actively apply for GOCO grants for open space projects.	2017	N/A	Completed	Received GOCO funding for Hardscrabble aquisition and trail development along East Highway 6.	
3	Water	Water system management review	Review of best practices for infrastructure planning, utiliy billing, and SOPs.	2017	N/A	Completed	Utility billing audit completed for residential, review of commercial billing on 7/10, and developing water CIP for 2019 budget.	
7	Town-wide	Capital Improvement Plan (CIP)	Develop a CIP with appropriate cycles.	2017	N/A	Completed	Kicked off the CIP process as part of the 2019 budget.	
7	Administration	Seek grant funding	Identify grants that support town initiatives.	2017	N/A	In progress	Awarded grants for downtown assessment, Best & Brightest Internship, THOR, and broadband studies.	
8	Community Development	County-wide housing strategies	Participate in county-wide affordable housing strategies.	2017	N/A	Ongoing	Working with Eagle County on an update to the West Eagle subarea plan scheduled for 4th QRT.	
3	Water	LBWTP	LBWTP to be constructed by September 2020.	2007	Yes	In progress	Phase one construction in progress, completed submittals through 2018. Fabrication through the summer and in the fall site work and installation of yard piping, electrical, concrete Brush Creek intake, treatment building and finishes.	
9	Open Space	Open space plan	Develop an open space plan that addresses standards.	2017	Yes	In progress	Plan budgeted for 2019, will work on an RFP in fall, will carryover funds in 2020 to complete the project.	
10	Community Development	Assessment of land use regulations	Analyze land use regulations compared to community plan.	2017	N/A	In progress	Saving land use updates for the code rewrite.	
10	Community Development	Rewrite Land Use Code	Complete overhaul of land use code and update to community plan.	2017	N/A	In progress	Halfway through the comprehensive plan update. Committees meet in July to review documents and will update P&Z and BOT at the sametime. Final code assessment completed and module review work continues through the rest of the year.	
14	Administration	Home Rule	Facilitate community discussion on Home Rule process that might result in a possible election in 2020.	2017	N/A	In progress	Finished public outreach, commission orientation is on July 8, the ballot is set on July 9.	
8	Community Development	Improve affordable housing	Assess current housing prices and availability, impacts and trends.	2017	N/A	Not started		
7	Community Development	Grand Avenue Hwy 6 Corridor Plan	Develop a strategy for the corridor that is coordinated with other areas of town.	2015	Yes	Not started	Will revisit at the end of the 2019 when planning staff are hired.	
8	Community Development	Vision for affordable housing	Develop a vision that aligns with Eagle for housing along with economic development plans.	2017	N/A	Not started		
8	Community Development	Zoning for affordable housing	Update zoning methods to create a balance of affordable housing for young people and families.	2017	N/A	Not started		
8	Community Development	Coordinated housing and river corridor planning	Coordinate housing with existing plans.	2017	N/A	Not started		
10	Community Development	Review of zoning for economic development	Review zoning so the it is consistent with Eagle's vision for economic development.	2017	N/A	Not started		
10	Community Development	Support for sub-area plans	Develop opportunities to support sub-area plans.	2017	N/A	Not started		
Reliable & Cost Effective Services								
3	Finance	Upgrade billing system	Upgrade utility billing functions and readablilty of the bills.	2017	N/A	Completed	Residential utility audit completed, revision to bills in 4 QRT, and auto meters will be installed by 4 QRT.	
13	Human Resources	Employee review process	Incorporate strategic plan values in employee review process.	2017	N/A	Completed		

13	Human Resources	Organizational effectiveness	Identify and elevate standards to enhance culture, morale and performance.	2017	N/A	Completed	Handbook presented to BOT on June 25. Improved healthcare coverages, retirement options, employee awards, bonuses, celebrations, and wellness program. Performance evaluations revised and conducted ontime.	
13	Administration	Customer service standards	Develop customer services standards across the organization.	2017	N/A	Completed	Standards developed, presented to BOT, and launched program at the All Employees meeting in May.	
13	Administration	Empower employees	Encourage staff to take ownership of strategic plan and bring awareness of the plan to all employees.	2017	N/A	Completed	Recruitments include behavioral values, values communicated at All Employees meeting, and leadership trainings. Values were incorporated into performance	
13	Administration	Employee productivity assesment	Assess current employee tasks, productivity, goals and priorities.	2017	N/A	Completed	Department workplans completed for th first time in 2019.	
13	Human Resources	Compensation analysis	Evaluate salary and benefits.	2017	N/A	In progress	Comprehensive pay plan update in 2020 budget.	
13	Human Resources	Strengthen human resources function	Improve communicaton, pay grades, job descriptions, employee handbook, training, and professional development.	2017	N/A	In progress	Handbook is completed, pay plan update revisions scheduled for 2020 budget, prioritized of training for all employees, implemented executive coaching. Job description updates are continue as we hire for new position, still working on this task.	
13	Human Resources	Three-year staffing plan	Develop staffing plan that addresses shortages and competencies.	2017	N/A	Scheduled	Staff is hoping to lay the framework for the 2020 budget and fill in the details in 2020.	
7	Public Works & Administration	Implement other infrastructure priorities	Consider the implementation of broadband, Capitol Street improvements and the Brush Creek Road Extensions.	2017	N/A	In progress	Broadband was approved in March and construction begins in October, working with Comcast on service, Capitol Street improvements scheduled this summer, and Brush Creek Road extensions will occur with the development of Haymeadow. Filing One was approved and development has started.	
10	Community Development	Maintain planning activities	Assess and address human resources to maintain planning activities.	2017	Yes	In progress	Staffing plan to be presented in the 2020 budget process.	
13	Human Resources	Compensation benefits strategy	Develop strategy that attracts and retains high-quality employees.	2017	N/A	Not Started		
13	Human Resources	Attract younger employees	Align benefits and working conditions to be attractive to younger employees.	2017	N/A	Not Started		
13	Human Resources	Improve under-performance	Define and adhere to procedures for addressing under-performing employees.	2017	N/A	Not Started		
Economic Development								
4	Community Development	River Park construction	Construct the River Park with white water features, public restrooms, and the Upland Park.	2015	Yes	Completed	Phase one completed.	
4	Community Development	River Park collaborations	Work with boater community to ensure features support goals.	2015	N/A	Completed		
5	Administration	Seek advisement from Economic Developers Council of Colorado	Seek advisement from regional economic development partners to assist the town with our efforts.	2017	N/A	Ongoing	Partnering with Downtown Colorado, Inc., the NWCCOG, Office of Economic Development and International Trade, and VVP on various economic development initiatives.	
5	Marketing & Events	I-70 as an economic driver	Take advantage of I-70 corridor as an economic driver for Eagle.	2017	N/A	In progress	Eagle Outside brand refresh in 2020, billboards placed on the Front Range, advertising in Eagle Airport, and marketing strategies help.	
5	Administration	Eagle as an economic development hub	Develop support for businesses, government, recreation and affordable lodging.	2017	N/A	In progress	Town has supported the Business Advocacy Council, created the Economic Vitality Advisory Committee, and Downtown Revitalization Group. Staff is working with Mountain Recreation and Eagle County on a vision for recreation campus master plans and year-round camping options in 2020.	

5	Marketing & Events	Enhance marketing and events	Evaluate and enhance marketing and events so that Eagle attracts more talent and elevates the status of existing events.	2017	Yes	Scheduled	White water throwdown event is new to showcase the River Park.	
5	Administration	Downtown Development Plan	Create a plan for the revitalization of downtown to improve the experience for the community and businesses.	2017	Yes	In progress	Staff and volunteers attended the Challenge Studio over the winter that will lead to the successful completion of a downtown assessment in the fall.	
10	Community Development	Eagle River Corridor Implementation	Execute the plan.	2017	N/A	In progress	Completed phase one of the River Park.	
9	Marketing & Events	Coordinate marketing efforts	Coordinate outdoor recreation, tourism, and events marketing to increase visitation.	2017	N/A	In progress		
5	Administration	SWOT for economic development growth	Analyze threats to assets, events, and plans for economic development and growth.	2017	N/A	Not started		
5	Administration	Maximize economic activity from the River Park	Utilitize the River Park to increase revenues and visitors to the area.	2015	N/A	Not started		
5	Community Development	Coordinate economic development planning with Eagle River Corridor Plan	Coordinate existing efforts with economic development planning.	2017	N/A	Not started		
5	Administration	Infrastructure planning that supports economic development	Create a plan for parking and housing to support planned economic development.	2017	N/A	Not started		
4	Community Development	River Park economic development plan	Develop an economic development plan associated specifically for the River Park.	2017	No	Not started		
4	Community Development	Coordinated Eagle River Corridor and Economic Development Plan	Enhance the utilization of the River Park by coordinating the economic development strategy with the corridor plan.	2017	No	Not started		
5	Administration	Public out reach for economic development progress	Develop a mechanism to report out to the community on economic development progress.	2017	N/A	Not started		
7	Public Works	Economic development infrastructure	Implement infrastructure that supports economic development and special events.	2017	N/A	Not started		
11	Marketing & Events	Eagle's branding	Clarify the brand and align with high-priority economic development initiatives.	2017	N/A	Not started		
Sound Finances and Increase Efficiency								
2	Finance	Benchmark revenues	Develop sale tax comparison reports and measure actuals over budget.	2017	N/A	Completed	Presented in May.	
2	Finance	Raise water tap fees	Increase tap fees to cover the cost of service.	2017	N/A	Completed		
2	Finance	Financial QRT updates	Provide quarterly updates on budget and reports to the BOT and staff.	2017	N/A	Completed	New in 2019, next update will be Oct. or Nov.	
2	Finance	Training for finance staff & managers	Provide training for finance and staff on financial systems and procedures.	2017	N/A	Completed		
2	Finance	Grant funding strategy	Develop grant strategy for infrastructure and economic development.	2017	N/A	Completed		
2	Finance	Update out-of-date fees	Update ordinances and fee schedules to reflect the cost of service.	2017	N/A	Not started	Next update to fees will be sewer and use tax.	
2, 9	Finance, Marketing & Events	Lodging tax assessment	An assesment of revenues to see where there are opportunities.	2017	N/A	No started		
2	Finance	Sales tax representative relationship	Build a stronger relationship with Eagle's sales tax represenative.	2017	N/A	Not started		
2	Finance	ROI for economic development initiatives	Analyze benefits of economic development initiatives.	2017	N/A	Not started		
10	Community Development	Support planning needs	Prioritize planning needs as they relate to specific opportunities associated with the strategic plan.	2017	Yes	Not started	New Community Development Director will help with this.	
Protecting Public Health, Safety, and the Environment								

6	Police	Focus on staff retention	Institute competitive pay and benefits and invest in housing options.	2017	Yes	In progress	Align special event pay to be competitive with other agencies. Will present a new play plan for PD that includes a ladder/merit pay approach.	
12	Police	Inclusion of PD in community-building strategies	Enlist Eagle's PD to be part of the community building process, and to better understand the needs of people in various communities.	2017	N/A	In progress	PD is played a lead in providing Hope Center access valley-wide, grant for \$266K to support corepsonse and peer response model in the Eagle River Valley. About \$39K goes to law enforcement entities for counseling after utilizing EAP services.	
6	Police	Public safety facility	Expand space for a combined fire and police services building.	2017	Yes	In progress	Implementated public safety impact fee for future facilities.	
6	Police	Enhance community networking	Develop modern strategies for patrol, community meetings and use of technology.	2017	Yes	In progress	Ordered vehichles with full technology packages. Implemented Mobile Data Terminals that is consistant with other agencies. Updated county ERS that will enhance data analysis capablilities and everyone will have access to the same systems.	
6	Police	Focus on youth programs	Develop safety programs, technology and address social issues such as marijuana use.	2017	N/A	In progress	Member of the Eagle River Youth Coalition, focusing on vaping and tabacco use to reflect the county's policies. We were able to get our SRO in the schools in 2019 after staffing up in 2018. PD is also an active member in the Law Enforcement Immagation Alliance that helps with youth and other initiatives.	
6	Police	Invest in new positions	Fund new positions that increase safety and efficiencies.	2017	No	Not started		
Transparency and Community Engagement								
1	Board of Trustees	Finalize vision statement	Finalize vision statement for incorporation in the strategic plan.	2017	N/A	Completed		
11	Administration	Strengthen outreach	Hire a dedicated public outreach professional.	2017	Yes	Completed	PR Studios is a contractor the town hired for outreach.	
11	Administration	Communication standards	Develop standards for internal and external communications and outreach.	2017	N/A	Completed		
11	Administration	Customer service standards	Develop standards for customer service.	2017	N/A	Completed		
3	Administration	LBWTP outreach	Conduct community outreach	2017	N/A	Completed	Will conduct outreach when the plant is finished in 2020.	
14	Administration	Home Rule	Complete Home Rule election eduction	2017	Yes	In progress		
11	Administration	Building stronger community relationships	Develop written communication vehicle to build stronger relationships with community leaders.	2017	N/A	Ongoing	Most recent example includes communication on the River Park communication on fish between CPW and ERWC.	
11	Administration	Proactive communication	Develop professional responses ahead of questions on controversial issues.	2017	Yes	Ongoing	Most recent example includes Home Rule preparation and planning. Surveyed community, conducted 2 outreach events before the ballot question is asked.	
12	Administration	Bring diverse communities together	Implement ongoing community building effort to discuss their needs and aspirations for Eagle.	2017	Yes	In progress	This is occuring with Elevate Eagle and the Downtown Assessment plans.	
12	Administration	Spanish translations	Provide information in Spanish.	2017	N/A	In progress	Home Rule outreach was translated into Spanish.	
12	Administration	Connect neighborhoods and communities	Connect Eagle so that residents don't feel disconnected and isolated.	2017	N/A	In progress	Community Dinner successful.	
6	Town-Wide	Support innovative solutions	Develop solutions that improve efficiency, service safety, and community relations.	2017	N/A	In progress	Implemented CivicClerk, Community Core for building department, and kicked off new website revision project.	
11	Administration	Strategic plan communication	Town and community collaborations on objectives before final policy decisions.	2017	N/A	Ongoing		
11	Administration	Commitment to strategic plan	Ensure communications demonstrate commitment to fulfill promises in mission statement and business values.	2017	N/A	Ongoing	Including startegic plan goals in each proposal to the board and P&Z.	

12	Community Development	Use of strategic plan in community building	Use plan and objectives to facilitate discussions about future Eagle, making this part of the community-building process.	2017	N/A	In progress		
9	Marketing & Events, Open Space	Open space outreach	Educate children about open space opportunities in their backyard.	2017	N/A	Not started	Completed projects in 2018, nothing identified for 2019.	
10	Community Development	Planning standards	Highlight key planning standards in planning documents and development proposals.	2017	N/A	Not started	Waiting for new Community Development Director.	
12	Community Development	Increase understanding of community needs	Document inputs from people in various communities to develop a stronger understanding of their values, concerns and needs.	2017	Yes	Scheduled	Input will be solicited through the comprehensive plan update.	
14	Administration	Home Rule	Hold Home Rule election	2017	Yes	Not started		
14	Administration	Home Rule	Prepare Home Rule Charter and hold election	2017	Yes	Not started		
12	Community Development	Community Survey	Conduct community survey	2017	No	Not started	Will complete this in 2019 due to the community plan and LUC projects.	
12	Marketing & Events	Inegrate public feedback	Include feedback on initiatives in the planning and policy process.	2017	N/A	In progress		



To: Mayor and Town Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: June 25th, 2019

Agenda Item: Proposed Franchise Agreement Code Update

REQUEST:

Staff is requesting that the Board of Trustees review a policy proposal to revise the Franchise Agreement section of the code for feedback and adoption at a later date.

BACKGROUND:

The section of the Town of Eagle municipal code is deficient in comparison with other similar communities. It is in the interest of the Town to have robust and predictable language in the Town code when negotiating franchise agreements. Section 5.03, the Gas Company Occupation Tax, was created with ordinance No. 123 in 1972. This ordinance and related legislation were written to grant a franchise to the Rocky Mountain Natural Gas Company, Inc, which is now defunct. The extent of the language in section 5.03 speaks directly to companies that carry Natural Gas and does not properly address other potential franchise agreements that the Town may desire to negotiate. Related companies are looking to renew or establish their franchises. Adequate language in the municipal code will allow for additional protections for the Town and broaden the capacity to enter into other franchise agreements.

ANALYSIS:

A review of peer communities in the Mountain West of Colorado shows that several towns have specific language in their municipal code to allow for franchise agreements. Significant headings that are lacking from the Town of Eagle municipal code include:

- Specific purpose for application of a franchise agreement
- Reimbursement for expenses
- Computation of Town Costs
- Prohibitions against surcharge
- Service areas
- Protection for Town water service

- Franchise record keeping and reporting
- Length of franchise tender
- Review of franchise compliance

With the pending interest from companies to renew the related franchise agreement initially empowered by the original legislation, there is an opportunity for the Town to re-evaluate the current code and install language that would be better suited to current franchise needs.

BUDGET/STAFF IMPACT:

None at this time.

COMMUNITY INPUT:

None required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following standards:

Sound Planning and Reliable and Cost-Effective Services – It is a desire by the BOT to ensure that policies and plans are up to date. The update to this policy will make it easier for utility providers to conduct business in town and help town facilitate future franchise agreements.

BOT ACTION

Review policy proposal and motion to direct staff to draft an ordinance for review on July 9.

ATTACHMENTS:

- Draft ordinance language for the Town of Eagle

Section 5.16 – Franchise Agreements

Section 5.16.010 - General powers

The Town shall have municipal powers and exercise franchises in regard to all within or including the Town boundaries or recognized service area, without limitation, all powers not expressly forbidden by the Constitution or statute. The right of the Town to create, operate, maintain, organize, construct, purchase, or condemn any public utility, work or way is expressly reserved. The Town may also have and exercise the ability to approve transfers and sales of utility franchises to certain entities. Except as expressly forbidden by the Constitution of the State of Colorado, all powers concerning the granting, amending, revoking or otherwise dealing in franchises shall be exercised by the Town Board of Trustees.

5.16.020 - Franchise requirements—Application.

Any entity proposing to utilize or continuing to utilize streets, alleys, easements and other public ways or places of the town through the construction, use, operation or placement of facilities, pipes wires, poles or other apparatus and objects of a fixed, permanent or long term nature, and any entity utilizing the same which proposes to transfer or sell its franchise, plant or system to or merge with another, or to transfer, lease or permit the use of any rights under a franchise to another (herein referred to as "transfer or sale" of a franchise), shall submit an application for franchise authority to the town clerk. The application for franchise authority shall set forth the applicant's request and shall be submitted to the town clerk not less than four months prior to the date by which the applicant desires the franchise be awarded, renewed, transferred or sold, or at a date certain as determined by the Town Manager.

5.16.030 - Reimbursement for expenses.

Each applicant shall reimburse the town for all costs and expenses incurred by the Town in processing, reviewing, negotiating or considering any application for a franchise, or its renewal, sale or transfer, including but not limited to town staff time and expenses, expert and consulting fees and studies, legal fees, publication costs, public hearings and elections (the "town costs"). All applications shall be accompanied by a deposit of \$1,000.00. All town costs shall be reimbursed by an applicant, regardless of whether an application is granted.

5.16.040 - Delinquent reimbursement.

Any outstanding balance still due and owing after 30 days of the date of billing shall be charged interest at the rate of 18 percent per year. All delinquent town costs, together with interest thereon, shall constitute a perpetual priority lien upon any of applicant's real property used in connection with the franchise which is sought. The Town Clerk may certify the delinquent debt to the Eagle County assessor, to be collected, together with the costs of collection, against the property served in the same manner as though they were part of the taxes assessed against property.

5.16.050 - Computation of town costs.

The Town Manager shall maintain an account of all town costs pertaining to an application for franchise authority. Periodically, the Town shall provide the applicant with statements of the Town costs, which shall be due and payable within 30 days of the date of the statement. Once final action on the application is taken, the Town shall provide the applicant with a final billing of Town costs. Any application granted shall be automatically revoked if the applicant fails to reimburse 100 percent of the town costs within 30 days of the final billing.

5.16.060 - Reasonableness of town costs.

If the applicant questions the reasonableness of the Town costs, the applicant shall request a review; provided, however, the applicant's request for review shall not extend the time for reimbursement to the Town.

5.16.070 - Prohibition against surcharge.

Neither the applicant's costs nor the Town costs shall be surcharged by the applicant against or otherwise charged solely to the Town or customers of the applicant within the Town. The applicant's costs and the Town costs may not be deducted from a franchise fee or other obligation payable to the town by the applicant

5.16.080 - Franchise agreements.

All contracts, agreements or permits granting a utility franchise shall expressly incorporate, by reference or otherwise, the provisions of this chapter. The provisions of this chapter shall be automatically incorporated in all contracts, agreements or permits granting a utility franchise, even though an express reference may be lacking.

5.16.90 - Utility Rates and Service Areas

The Board shall by ordinance establish rates for services provided by Town-owned utilities. The Board may by ordinance extend the municipal utilities beyond Town boundaries. All newly annexed territory shall be served by municipal utilities within a reasonable period of time after service is requested.

5.16.100 - Granting of Franchises

The Town shall have the power to grant a franchise for a period of up to and including ten (10) years by ordinance. If an ordinance granting a franchise is put to voter approval pursuant to the initiative or referendum process, the proposed franchisee shall pay the expense of such election. At the end of a franchise term, any franchise may be reevaluated, altered, and therein renewed for additional term(s) of ten (10) years or less (per term) in accordance with the provisions to grant a new franchise contained in this section.

5.16.110 - Control of Water Reserved to Town

No franchise, right, or privilege shall be granted affecting the use of water or water rights belonging to the Town, or affecting its water systems, without retaining complete and absolute control for the Town.

5.16.120 - Franchise Records

The Council shall cause to be kept in the office of the Town Clerk a franchise record in which shall be transcribed copies of all franchises granted by the Town. The record shall be a complete history of all such franchises and shall include a comprehensive and convenient reference to all actions at law affecting the same, and copies of all annual and inspection reports, and such other information as the Board of Trustees may require.

5.16.130 - Existing Franchises

All franchise ordinances of the Town in effect at the time that this ordinance is adopted shall remain in full force and effect according to their provisions and terms until the expiration date provided in such ordinance or until modified by another franchise agreement.

5.16.140 - Franchise Review.

Each franchise granted under the provisions of this charter shall include a section specifying an annual review of said franchise. Prior to any rate increase by any franchise holder which is subject to rate regulation by the Town, a public meeting shall be held regarding justification of said increases at a regular or special meeting of the Board of Trustees.



To: Mayor and Town Board of Trustees
From: Bryon McGinnis
Date: June 20, 2019
Agenda Item: Violet Lane Water Line: Notice of Award and Standard Agreement

REQUEST:

Staff is requesting the Board approve the Notice of Award and Standard Agreement (Contract) for the Violet Lane Water Line to Hobbs Excavating and Trucking, LLC for \$846,604.86.

INTRODUCTION:

The Town's Violet Lane Water Line project consists of approximately 1,600 linear feet of 24-inch diameter water line. The water line will connect the existing water distribution system to the new Lower Basin Water Treatment Plant. This project will start adjacent to Highway 6 at the northeast corner of Sylvan Lake Road roundabout. The project includes boring underneath the Union Pacific Railroad and crossing Brush Creek.

The Town has allocated \$1,570,000 in fiscal year 2019.

ANALYSIS:

This project needs to be constructed this summer due to the Brush Creek construction timeframe limitations. The Brush Creek construction timeframe is between August 15 and September 30. The project was advertised and competitively bid. The town received three bids from qualified local contractors. The bids were all competitive and within 4%. Staff is currently finalizing easements and permitting through Eagle County and Union Pacific Railroad. Construction start date is anticipated as July 15th.

COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

Violet Lane Water Line Enterprise Fund Budget:	\$1,570,000.00
Hobbs Excavating and Trucking, LLC Contract:	\$846,604.86
Property Acquisition, Easement Acquisition, and UPRR Abandonment:	\$250,000 (Approximate)
<u>Services During Construction, Geotech, & UPRR Flagman</u>	<u>\$25,000 (Approximate)</u>
Town Cost (Approximate):	\$1,121,604.86

Impact to staff's time will be significant for 3-months of construction.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #3 Build Lower Basin Water Treatment Plant, Enhance Water Management
Major Objective #7 Implement Priority Infrastructure Improvements

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve or deny the Notice of Award and Standard Agreement (Contract) for the Violet Lane Water Line to Hobbs Excavating and Trucking, LLC for \$846,604.86.

ATTACHMENTS:

SGM's Contractor Recommendation letter, Bid Tabulations, Notice of Award, and Standard Agreement

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 25
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO
APPROVING A CONSTRUCTION CONTRACT WITH HOBBS EXCAVATING AND
TRUCKING, LLC FOR THE CONSTRUCTION OF THE VIOLET LANE WATER LINE

WHEREAS, the Town needs to connect the existing water distribution system to the new Lower Basin Water Treatment Plant;

WHEREAS, the Town needs to construct the project this summer due to the Brush Creek construction timeframe limitations;

WHEREAS, the Town's new Lower Basin Water Treatment Plant needs potable water for testing purposes and new water plant start-up;

WHEREAS, the Town budgeted \$1,570,000.00 for the Violet Lane Water Line in 2019 in anticipation of the project and is fully funded;

WHEREAS, staff conducted a bidding process this spring and selected Hobbs Excavating and Trucking, LLC to perform the work; and

WHEREAS, staff is presenting a Construction Contract to the Board in the amount of \$846,604.86.

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

Section 1. The Board of Trustees hereby approves the attached Contract and authorizes the Town Manager to execute such Contract for the Violet Lane Water Line.

INTRODUCED, READ, PASSED, AND ADOPTED on June 25, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

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June 19, 2019

Via email: bryon@townofeagle.org

Mr. Bryon McGinnis
Public Works Director
Town of Eagle

RE: Violet Lane Water Line – Contractor Recommendation

Dear Bryon:

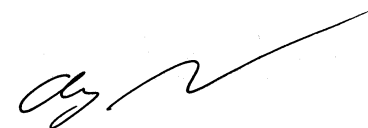
The purpose of this letter is to provide a recommendation on contractor selection for the Violet Lane Water Line. The project was competitively bid with the bids due on yesterday. Three bids were received from the eleven eligible general contractors that attended the mandatory pre-bid meeting. The bid tabulation is attached.

The lowest bid was by Hobbs Excavating and Trucking, LLC from Gypsum with a bid of \$846,604.86. The project was discussed with Hobbs regarding approach and schedule. The methods, approach and schedule appear to be reasonable. SGM and the Town have worked with Hobbs on numerous projects together which have all had positive experience regarding quality, schedule and budget.

SGM and Town Staff find that Hobbs Excavating and Trucking, LLC is the lowest, qualified and responsive contractor that bid the Violet Lane Water Line project. SGM and Town Staff recommend the Town of Eagle enter into a contract with Hobbs Excavating and Trucking, LLC to complete the agreed upon scope of work for the Violet Lane Water Line project.

Sincerely,

SGM



Chris Lehrman, PE
Project manager

Attachments: Bid Tabulation, notice of award, contract

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VIOLET LANE WATERLINE

Project No. 2011-318.006 - Bid Date June 18, 2019

Hobbs Excavating										Schofield Excavation		360 Civil				Average Unit
Item #	EstimatedQ uantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Max	Min	Cost				
1	1	LS	Mobilization	40,000.00	40,000.00	43,745.00	43,745.00	30,000.00	30,000.00	\$43,745.00	\$30,000.00	\$37,915.00				
2	1	LS	Traffic Control	5,500.00	5,500.00	10,961.00	10,961.00	15,000.00	15,000.00	\$15,000.00	\$5,500.00	\$10,487.00				
3	1,343	LF	24" D.I.P., Class 52 Field-Lok Gaskets	256.23	344,116.89	255.00	342,465.00	250.00	335,750.00	\$344,116.89	\$335,750.00	\$253.74				
4	49	LF	24" D.I.P., (Creek Crossing, STA 3+00.16 - STA 3+49.52), Class 54, Field-Lok Gaskets	290.00	14,210.00	525.00	25,725.00	1,200.00	58,800.00	\$58,800.00	\$14,210.00	\$671.67				
5	169	LF	24" D.I.P. (UPRR Crossing, STA 14+78.39 - STA 16+47.42), Class 52, TR Flex Restrained Joint Pipe	130.41	22,039.29	250.00	42,250.00	225.00	38,025.00	\$42,250.00	\$22,039.29	\$201.80				
6	13	EA	24" D.I.P. Fittings (Including Foster Adapter)	2,960.00	38,480.00	5,100.00	66,300.00	5,000.00	65,000.00	\$66,300.00	\$38,480.00	\$4,353.33				
7	7	EA	24" Butterfly Valve	7,500.00	52,500.00	8,100.00	56,700.00	8,500.00	59,500.00	\$59,500.00	\$52,500.00	\$8,033.33				
8	1	LS	Waterline Test Pit	7,500.00	7,500.00	5,300.00	5,300.00	5,000.00	5,000.00	\$7,500.00	\$5,000.00	\$5,933.33				
9	93	LF	36" Steel Casing Pipe, incl. Bore & Jack	1,538.00	143,034.00	1,750.00	162,750.00	1,775.00	165,075.00	\$165,075.00	\$143,034.00	\$1,687.67				
10	412	SY	Asphalt Demolition	8.00	3,296.00	7.00	2,884.00	6.00	2,472.00	\$3,296.00	\$2,472.00	\$7.00				
11	444	SY	Asphalt (4" thick)	34.80	15,451.20	49.00	21,756.00	35.00	15,540.00	\$21,756.00	\$15,451.20	\$39.60				
12	240	LF	Reshape Drainage Ditch	10.00	2,400.00	10.00	2,400.00	3.00	720.00	\$2,400.00	\$720.00	\$7.67				
13	192	LF	6' Slatted Chain Link Fence	35.14	6,746.88	44	8,448.00	55	10,560.00	\$10,560.00	\$6,746.88	\$44.71				
14	421	LF	4' Chain Link Fence	18.60	7,830.60	25.00	10,525.00	35.00	14,735.00	\$14,735.00	\$7,830.60	\$26.20				
15	2	EA	Fire Hydrant Assembly	7,500.00	15,000.00	7,000.00	14,000.00	9,500.00	19,000.00	\$19,000.00	\$14,000.00	\$8,000.00				
16	1	LS	Brush Creek Bypass	35,000.00	35,000.00	24,258.00	24,258.00	10,000.00	10,000.00	\$35,000.00	\$10,000.00	\$23,086.00				
17	1	EA	Connection to Existing System	10,500.00	10,500.00	6,243.00	6,243.00	7,500.00	7,500.00	\$10,500.00	\$6,243.00	\$8,081.00				
18	1	LS	Irrigation Meter Vault Excavation	2,500.00	2,500.00	2,900.00	2,900.00	2,000.00	2,000.00	\$2,900.00	\$2,000.00	\$2,466.67				
19	1	LS	Erosion Control & Revegetation	15,000.00	15,000.00	10,336.00	10,336.00	4,500.00	4,500.00	\$15,000.00	\$4,500.00	\$9,945.33				
20	1	LS	Restoration	10,000.00	10,000.00	11,272.00	11,272.00	5,000.00	5,000.00	\$11,272.00	\$5,000.00	\$8,757.33				
21	1	LS	Demobilization/Remobilization	30,000.00	30,000.00	2,180.00	2,180.00	1,500.00	1,500.00	\$30,000.00	\$1,500.00	\$11,226.67				
22	1	LS	Union Pacific Railroad Insurance	15,000.00	15,000.00	1.00	1.00	10,000.00	10,000.00	\$15,000.00	\$1.00	\$8,333.67				
23	1	EA	LBWTP Waterline Connection	10,500.00	10,500.00	1,500.00	1,500.00	3,500.00	3,500.00	\$10,500.00	\$1,500.00	\$5,166.67				
				TOTAL	846,604.86	TOTAL	874,899.00	TOTAL	879,177.00							

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SECTION 00510
NOTICE OF AWARD

Date: June 18, 2019

Project: **Violet Lane Waterline**

Owner: **Town of Eagle, CO**

Owner's Contract No.:

Contract:

Engineer's Project No.:2011-318.006

Bidder: Hobbs Excavating & Trucking LLC

Bidder's Address: 1760 Gypsum Creek Road, Gypsum, CO 81637

You are notified that your Bid dated 6/18/2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \$ eight hundred forty-six thousand six hundred four dollars and eighty-six cents.

The Contract Price of your Contract is:

Eight hundred forty-six thousand six hundred four dollars and eighty-six cents

Dollars (\$846,604.86).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 17), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Eagle, CO

Owner

By:_____

Authorized Signature

Title

Copy to Engineer

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CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 19th day of June, 2019 (the "Effective Date"), by and between the Town of Eagle, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and Hobbs Excavating and Trucking, LLC, an independent contractor with a principal place of business at 1760 Gypsum Creek Road, Gypsum, CO 81637 ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

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 Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before November 1, 2019.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount of \$846,604.86 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract 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.

V. RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing.

The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, 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 Work 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.

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. Worker's 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.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, 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 as evidence that 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, representatives, 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 Contract, to the extent that such injury, loss or damage is attributable to 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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 Contract, the extent of Contractor's obligation to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the

requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. ILLEGAL ALIENS

A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract 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 Contract.

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

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 Contract 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 Contract is being performed.

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

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 this Contract.

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 this Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period 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.

XII. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XIII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIV. MISCELLANEOUS

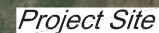
A. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. Integration. This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

- C. Third Parties. There are no intended third-party beneficiaries to this Contract.
- D. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.
- E. Severability. If any provision of this Contract 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.
- F. Modification. This Contract may only be modified upon written agreement of the Parties.
- G. Assignment. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- H. 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 Contract, 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.
- I. Rights and Remedies. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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.
- J. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

EXHIBIT A
SCOPE OF WORK

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com



Vicinity Map

New 24" DIP pipeline connecting the Lower Basin Water Treatment Plant (LBWTP) to the Town of Eagle's water distribution system.



Chris Lehrman, P.E. #42729

Scott Forrester, P.E. #50652

Town of Eagle, CO

Bryon McGinnis, Public Works Director
Town of Eagle, CO (970) 328-6678
bryon@townofeagle.org

May 2019

Drawing Index

<i>Sheet Number</i>	<i>Sheet Title</i>
-	<i>Cover</i>
1	<i>Legend and Notes</i>
2	<i>Waterline P&P 1+00 to 5+00</i>
3	<i>Waterline P&P 5+00 to 9+00</i>
4	<i>Waterline P&P 9+00 to 13+00</i>
5	<i>Waterline P&P 13+00 to 16+47.42</i>
6	<i>Boring Plan, Profile & Details</i>
7	<i>Water Details</i>
8	<i>Water Details</i>
9	<i>Erosion Control & Revegetation Plan, STA 0+00 to STA 9+00</i>
10	<i>Erosion Control & Revegetation Plan, STA 9+00 to STA 16+47.42</i>
11	<i>Site & Erosion Control Details</i>



**Know what's below.
Call before you dig.**

CNCC 1-800-922-1987

Town of Eagle
Violet Lane Waterline

[illegible]

Job No.	2011-318.006	
Drawn by:	SF	
Date:	04.30.19	
QC:	XX	PE: CL
File:	Admin 041219	
Title:		

Cover

Dwg No.

Of: 11

GENERAL WATER NOTES:

1. THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES (WATER, SEWER, GAS, PHONE, ELECTRIC, CABLE, ETC.) ARE SHOWN ON THE DRAWINGS, BASED ON SURVEY PERFORMED BY SGM. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS TO VERIFY BOTH LOCATION AND DEPTH OF UTILITIES BEFORE ANY WORK BEGINS. CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR THE PROTECTION OF UTILITIES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR UTILITIES LOCATED BUT NOT SHOWN IN DRAWINGS.
2. ALL WATER MAINS SHALL BE INSTALLED WITH A 6 FOOT MINIMUM DEPTH OF COVER. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS, THE PROPOSED WATER MAIN GRADE CAN BE VARIED PROVIDED THE 6 FOOT MINIMUM DEPTH OF COVER IS MAINTAINED.
3. ALL MECHANICAL COUPLINGS REQUIRED FOR THE TIE-INS TO THE EXISTING WATERLINES ARE NOT SHOWN ON THE DRAWINGS. THESE SHALL BE PROVIDED AS REQUIRED BY THE CONTRACTOR AS PART OF TIE-IN TO EXISTING SYSTEM BID ITEM.
4. FOLLOW ALL CDPEH (COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT) REGULATIONS FOR WATER AND SEWER LINE CROSSINGS.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AREAS IN ACCORDANCE WITH SPECIFICATIONS.
6. THE WATERLINE LOCATION SHOWN UTILIZES JOINT DEFLECTION, PER TOWN OF EAGLE PUBLIC WORKS MANUAL, MAXIMUM DEFLECTION SHALL BE ONE HALF OF MANUFACTURER'S RECOMMENDATION, MAX. OF 1.5" PER JOINT FOR 24" DIP.
7. ALL PIPE AND FITTINGS SHALL HAVE 10 GAGE TRACER WIRE.
8. THE PIPE SHALL BE BEDDED FOR THE FULL LENGTH OF THE PIPELINE. THE BEDDING MATERIAL SHALL BE ¾" SCREENED ROCK. THE BEDDING SHALL EXTEND FROM 6 INCHES BELOW THE PIPE AND BELLS TO 15 INCHES OVER THE TOP OF THE PIPE AND BELLS. BEDDING WILL EXTEND THE FULL WIDTH OF THE EXCAVATION. 15" ABOVE THE TOP OF PIPE CAN BE NATIVE, 6" MINUS MATERIAL.
9. A HYDROSTATIC/LEAKAGE AND CONDUCTIVITY TEST WILL BE REQUIRED ON ALL NEW LINES AND SYSTEMS BEFORE ACCEPTANCE BY THE PUBLIC WORKS DEPARTMENT. THESE TESTS SHALL BE PERFORMED AS PER APPLICABLE ANSI/AWWA STANDARD C651 AND THE TOWN OF EAGLE PUBLIC WORKS MANUAL.
10. WATERLINE TO HAVE BLUE ID TAPE INSTALLED 2' ABOVE PIPE.
11. ALL FITTINGS TO HAVE MEGALUG RETAINER GLANDS.
12. CONTRACTOR TO LOCATE AND CONFIRM ALL UTILITIES PRIOR TO INSTALLATION
13. CONTRACTOR TO CONFIRM UTILITY DEPTHS AT ALL CROSSINGS AND NOTIFY ENGINEER IF DIFFERENT FROM MARKED ON PLANS.
14. THE DIP SHALL BE GENERALLY JOINED USING FIELD-LOK GASKETS. SNAP-LOK GASKETS SHALL BE USED WHERE SPECIFIED.
15. THE WATERLINE SHALL BE WRAPPED IN TWO LAYERS OF POLY-WRAP, AS SPECIFIED IN THE DETAILS.
16. CONTRACTOR IS RESPONSIBLE FOR RETURNING DISTURBED AREAS TO EXISTING GRADE.
17. CONTRACTOR SHALL USE TRENCH BOX FOR ALL OPEN CUT WATERLINE INSTALLATION FROM STA 8+09.00 TO STA 16+47.42.

LANDSCAPE NOTES:

1. ALL AREAS DISTURBED BY ROAD OR UTILITY CONSTRUCTION OR OVER-LOT GRADING SHALL BE REVEGETATED WITH SPECIFIED SEED MIXTURE. PROVIDE FRESH, CLEAN, NEW-CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSIS OF NORTH AMERICA. PROVIDE SEED OF GRASS SPECIES, PROPORTIONS AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED, AS SPECIFIED.
2. FOR SEEDED AREAS, PROVIDE FERTILIZER WITH COMMERCIAL TYPE MIXTURE OF 16-16-8 OR SIMILAR RATION, NOT LESS THAN 15 LBS PER ACRE FOR NITROGEN RATE.
3. MULCH ALL SEEDED AREAS WITH CONWEB LONG FIBER MULCH, HAY OR STRAW. MATERIAL FOR STRAW MULCHING SHALL CONSIST OF STRAW OR OATS, BARLEY, WHEAT OR RYE AND SHALL NOT CONTAIN SEED OF NOXIOUS WEEDS. CLEAN FIELD HAY MAY BE SUBSTITUTED FOR STRAW WHEN APPROVED BY THE ENGINEER. STRAW OR HAY IN SUCH AN ADVANCED STAGE OR DECOMPOSITION AS TO SMOOTHER OR RETARD THE NORMAL GROWTH OF GRASS WILL NOT BE ACCEPTED. CONWEB FIBER MULCH, PREVIOUSLY SPECIFIED, SHALL BE APPLIED AT A RATE OF 1500 LBS./ACRE. HAY OR STRAW SHALL BE APPLIED IN A UNIFORM MANNER AT A RATE OF 1.5 TONS/ACRE.
4. PROVIDE EROSION CONTROL BLANKET ON ALL SLOPES OF 2:1 OR STEEPER.
5. PRIOR TO REVEGETATION, PLANTING OR TOPSOIL PLACEMENT, ALL CUT OR FILL SLOPES WILL BE CONTOURED TO BLEND WITH ADJACENT TERRAIN. VARIOUS SLOPE MOLDING TECHNIQUES WILL BE USED TO ENHANCE THE AESTHETIC QUALITY OF THE SLOPE, WHILE MAXIMIZING THE REVEGETATION POTENTIAL. ALL CUT AND FILL SLOPES ALSO BEING ROUNDED AT THE TOE TO BLEND WITH THE EXISTING TERRAIN. ADDITIONALLY, WHERE SOILS AND STEEPNESS OF SLOPES PERMIT, TERRACES WILL BE CONSTRUCTED TO AID THE REVEGETATION PROCESS.
6. SEEDING SHALL BE DONE BY HYDROSEEDING, DRILLING, OR HAND BROADCASTING. HYDROSEED SHALL BE APPLIED IN A WATER AND LIGHT MULCH SLURRY AFTER WHICH MULCH WILL BE APPLIED TO COVER THE SEED. ANY AREAS THAT CANNOT BE REACHED BY HYDROSEEDING OR DRILL SEEDING SHALL BE HAND BROADCAST. AREAS SEEDED BY HAND BROADCASTING SHALL BE LIGHTLY RAKED.
7. SEEDING SHALL BE PERFORMED AS SOON AS PRACTICAL AFTER COMPLETING OF CONSTRUCTION, WITHIN THE APPROPRIATE SEASON. SEEDING SHALL BE PERFORMED AFTER SPRING THAW UNTIL JUNE 30TH, OR AFTER SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE.

EXISTING UTILITY NOTES:

1. UTILITIES ARE DEPICTED ON THESE PLANS IN ACCORDANCE WITH THEIR ACHIEVED "QUALITY LEVELS" AS DEFINED IN THE AMERICAN SOCIETY OF CIVIL ENGINEER'S DOCUMENT ASCE 38, "STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." RELIANCE UPON THESE DATA FOR RISK MANAGEMENT PURPOSES DURING BIDDING DOES NOT RELIEVE THE CONTRACTOR OR UTILITY OWNER FROM FOLLOWING ALL APPLICABLE UTILITY DAMAGE PREVENTION STATUTES, POLICIES, AND/OR PROCEDURES DURING EXCAVATION. IT IS IMPORTANT THAT THE CONTRACTOR INVESTIGATES AND UNDERSTANDS THE SCOPE OF WORK BETWEEN THE PROJECT OWNER AND THEIR ENGINEER REGARDING THE SCOPE AND LIMITS OF THE UTILITY INVESTIGATIONS LEADING TO THESE UTILITY DEPICTIONS.
2. UTILITY QUALITY LEVELS ARE GENERALLY DEFINED AS FOLLOWS. REFER TO ASCE 38 FOR FURTHER DEFINITION:
- 2.1. QUALITY LEVEL D (QLD) - INDICATES INFORMATION DERIVED FROM EXISTING RECORDS, UTILITY RECORD DRAWINGS, ONE-CALL MARKOUTS, AND ORAL RECOLLECTIONS.
- 2.2. QUALITY LEVEL C (QLC) - INDICATES INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING SUCH INFORMATION TO QL D INFORMATION.
- 2.3. QUALITY LEVEL B (QLB) - INDICATES INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
- 2.4. QUALITY LEVEL A (QLA) - INDICATES THE PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. (EG. A TEST HOLE OR TEST PIT.)
3. QUALITY LEVEL B IN COMPLIANCE WITH SB18-167 AND ASCE-38 WAS NOT ACHIEVED ON ALL EXISTING UTILITIES DUE TO PROJECT TIMELINE. THE UTILITY INVESTIGATION WAS PERFORMED USING THE STANDARD OF CARE WHICH WAS ACCEPTABLE PRIOR TO ADOPTION OF SB18-167 ON AUGUST 8,2018. THE LAW DID NOT INCLUDE A PHASE-IN OR TRANSITION PERIOD WHICH DEFINED HOW TO ADDRESS PROJECTS WHICH HAD BEEN DEVELOPED USING THE PREVIOUS STANDARD OF CARE. THIS PROJECT CONTRACT WAS EXECUTED IN MAY 2018, AND DID NOT ANTICIPATE THE NEED TO EXPAND THE SCOPE OF THE UTILITY INVESTIGATION NEAR THE COMPLETION OF THE CONTRACT. ADDITIONAL SUBSURFACE UTILITY ENGINEERING MAY BE WARRANTED PRIOR TO ADVERTISING THE PROJECT FOR BID.

Linetypes			Legend			Symbols		
EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
		OVERHEAD TELEPHONE LINE			UNDERGROUND TELEPHONE LINE			LOW PRESSURE GAS LINE
		HIGH PRESSURE GAS LINE			UNDERGROUND CABLE TELEVISION LINE			OVERHEAD CABLE TELEVISION LINE
		UNDERGROUND ELECTRICAL LINE			OVERHEAD ELECTRICAL LINE			STORM DRAIN LINE & SIZE
		WATER LINE & SIZE			WATER SERVICE LINE			SANITARY SEWER LINE & SIZE
		SANITARY SEWER SERVICE LINE			FIBER OPTIC LINE			IRRIGATION LINE
		DRAINAGE SWALE FLOWLINE			BARBED-WIRE FENCE LINE			COMBINATION FENCE
		CHAIN LINK FENCE			PLASTIC FENCE			SILT FENCE
		CULVERT, SIZE & FES			EDGE OF PAVEMENT			EDGE OF WATER
		CENTERLINE			GUARDRAIL			ROCK WALL
		CONTOURS			RIGHT-OF-WAY			VEGETATION
		LIMITS OF DISTURBED AREA			RAILROAD TRACKS			TOP OF CUT
		TOP OF FILL			EASEMENT			BUILDING ENVELOPE
Hatching								
EXISTING	PROPOSED	DESCRIPTION						
		ASPHALT						
		CONCRETE SURFACING (PLAN VIEW)						
		CONCRETE SURFACING (SECTION VIEW)						
		GRAVEL SURFACING						
		RIPRAP/RIVER ROCK						
		RE-ESTABLISH NATIVE VEGETATION						
		WOOD DECK						
		FLAGSTONE						
		UNDISTURBED SOIL						
		RECOMPACTED SOIL						

EXISTING	PROPOSED	DESCRIPTION
		DECIDUOUS TREE
		CONIFEROUS TREE
		MONUMENT MARKER
		CONTROL POINT
		TELEPHONE PEDESTAL
		CABLE PEDESTAL
		ELECTRIC TRANSFORMER
		ELECTRIC PEDESTAL
		ELECTRIC VAULT
		ELECTRIC SERVICE T-POST
		ELECTRIC METER
		HEATING/AIR CONDITIONING UNIT
		GAS MARKER
		GAS METER
		GAS VALVE
		GAS WELL
		MANHOLES-TELE/DRAINAGE/SEWER/WATER/ELEC PER PLAN REFERENCE
		CURB INLET
		STORM DRAIN INLET
		CLEAN-OUT
		WATER VALVE
		FIRE HYDRANT
		WATER SHUT-OFF VALVE
		WATER METER
		WATER SPIGOT
		WELL
		IRRIGATION VALVE
		IRRIGATION CONTROL VALVE
		IRRIGATION CONTROL BOX
		IRRIGATION HEADGATE
		IRRIGATION MANHOLE
		IRRIGATION SPRINKLER HEAD
		PVC PIPE
		UTILITY POLE
		GUY WIRE
		STREET LIGHT POLE
		FLOOD LIGHT
		SIGN
		MAILBOX
		BOLLARD
		FIBER OPTIC LINE MARKER
		FINISHED SPOT ELEV. W/ DESCRIPTION
		NEW FLARED END SECTION (HDPE)
		NEW FLARED END SECTION (CMP)
		SOIL BORING LOCATION
		TEST PIT LOCATION
		EROSION CONTROL LOG
		LARGE ROCK/BOULDER
		T POST
		SATELLITE DISH
		TRANSITION FROM SPILL TO CATCH GUTTER
		MINIMUM 4" TOP SOIL OR SPECIFIED ALTERNATIVE

Abbreviations

AT	DEGREE	MAX	MAXIMUM
DI	DIAMETER	MH	MANHOLE
MIN	MINIMUM	MIN	MINIMUM
MSC	MISCELLANEOUS	MSC	MISCELLANEOUS
ML	MEGALUG	ML	MEGALUG
MP	MILE POST	MP	MILE POST
MPH	MILES PER HOUR	MPH	MILES PER HOUR
MSE	MECHANICALLY STABILIZE EARTH	MSE	MECHANICALLY STABILIZE EARTH
N	NORTHING	N	NORTHING
N/A	NOT APPLICABLE	N/A	NOT APPLICABLE
NAT	NATIVE GRASS AREA	NAT	NATIVE GRASS AREA
NE	NORTHEAST	NE	NORTHEAST
NO	NUMBER	NO	NUMBER
NTS	NOT TO SCALE	NTS	NOT TO SCALE
NW	NORTHWEST	NW	NORTHWEST
O/S	OFFSET	O/S	OFFSET
OC	ON CENTER	OC	ON CENTER
OD	OUTSIDE DIAMETER	OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE	PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE	PCC	POINT OF COMPOUND CURVATURE
PED	PEDESTRIAN	PED	PEDESTRIAN
PERM	PERMANENT	PERM	PERMANENT
PG	PAGE	PG	PAGE
PGL	PROFILE GRADE LINE	PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION	PI	POINT OF INTERSECTION
PL	PROPERTY LINE	PL	PROPERTY LINE
PNT	POINT	PNT	POINT
POC	POINT ON CURVE	POC	POINT ON CURVE
POT	POINT ON TANGENT	POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVE	PRC	POINT OF REVERSE CURVE
PROP	PROPOSED	PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE	PRV	PRESSURE REDUCING VALVE
PT	POINT OF TANGENCY	PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE	PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION	PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT	PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY	PVT	POINT OF VERTICAL TANGENCY
Q	PEAK DISCHARGE	Q	PEAK DISCHARGE
R	RIGHT	R	RIGHT
R-R	REMOVE AND REPLACE	R-R	REMOVE AND REPLACE
RAD	RADIUS	RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE	RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE	REF	REFERENCE
REQ	REQUIRED	REQ	REQUIRED
REVG	REVEGETATE	REVG	REVEGETATE
ROW	RIGHT OF WAY	ROW	RIGHT OF WAY
RP	RADIUS POINT	RP	RADIUS POINT
RW	RETAINING WALL	RW	RETAINING WALL
SAN	SANITARY	SAN	SANITARY
SD	STORM DRAIN	SD	STORM DRAIN
SE	SOUTHEAST	SE	SOUTHEAST
SF	SQUARE FEET	SF	SQUARE FEET
SHLDR	SHOULDER	SHLDR	SHOULDER
SL	SANITARY SEWER LINE	SL	SANITARY SEWER LINE
SMH	SANITARY SEWER MANHOLE	SMH	SANITARY SEWER MANHOLE
SOD	SOD GRASSED AREA	SOD	SOD GRASSED AREA
SS	SANITARY SEWER SERVICE	SS	SANITARY SEWER SERVICE
SSD	STOPPING SIGHT DISTANCE	SSD	STOPPING SIGHT DISTANCE
STA	STATION	STA	STATION
STBK	SETBACK	STBK	SETBACK
SW	SIDEWALK OR SOUTHWEST	SW	SIDEWALK OR SOUTHWEST
SY	SQUARE YARDS	SY	SQUARE YARDS
TAN	TANGENT	TAN	TANGENT
TBC	TOP BACK OF CURB	TBC	TOP BACK OF CURB
TB	THRUST BLOCK	TB	THRUST BLOCK
TC	TOP OF CURB	TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT	TCE	TEMPORARY CONSTRUCTION EASEMENT
TELE	TELEPHONE	TELE	TELEPHONE
TEMP	TEMPORARY	TEMP	TEMPORARY
TP	TOP OF PIPE	TP	TOP OF PIPE
TRANS	TRANSITION	TRANS	TRANSITION
TRFLG	TRAFFIC FLANGE OF FIRE HYDRANT	TRFLG	TRAFFIC FLANGE OF FIRE HYDRANT
TW	TOP OF WALL	TW	TOP OF WALL
TYP	TYPICAL	TYP	TYPICAL
VC	VERTICAL CURVE	VC	VERTICAL CURVE
VERT	VERTICAL	VERT	VERTICAL
VP	VALLEY PAN	VP	VALLEY PAN
W	WIDE	W	WIDE
W/	WITH	W/	WITH
WL	WATER LINE	WL	WATER LINE
WS	WATER SERVICE	WS	WATER SERVICE
WM	WELDED WIRE MESH	WM	WELDED WIRE MESH
X-S	CROSS SLOPE	X-S	CROSS SLOPE
X-ING	CROSSING	X-ING	CROSSING



118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Town of Eagle
Violet Lane Waterline

Bld Set

Project Milestones

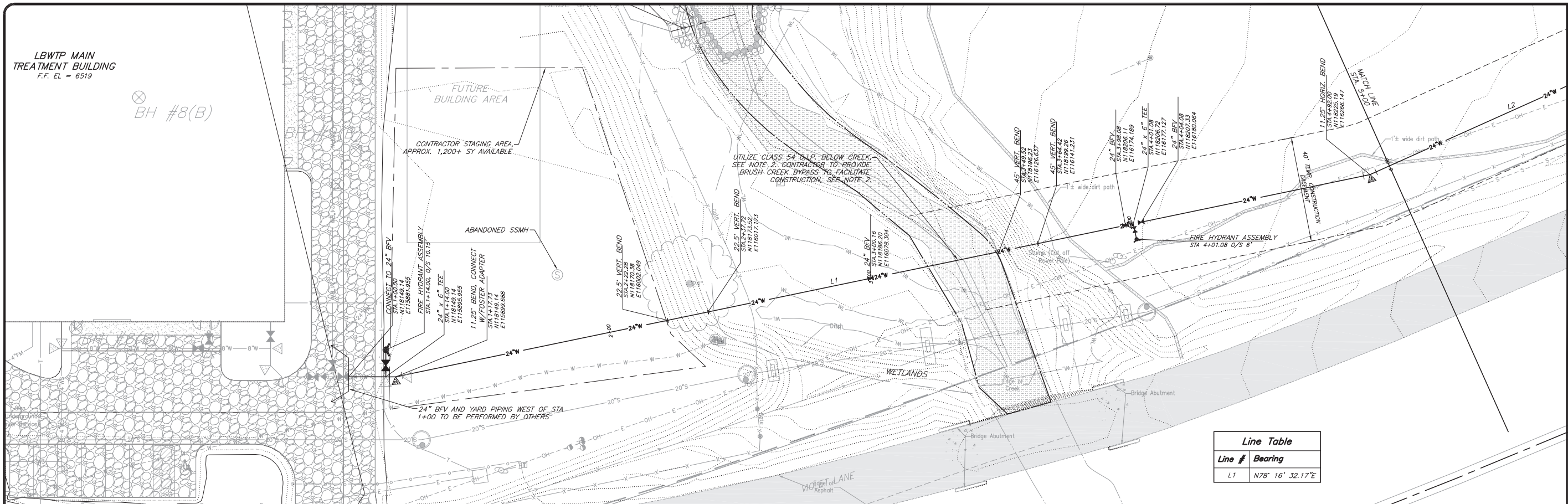
Job No.	2011-318,006
Drawn by:	SF
Date:	04,30,19
QC:	XX
PE:	CL
File:	Admin 041219
Title:	

Legend and Notes

Dwg No.

1

Of: 11

$$\bigotimes_{BH} \#8(B)$$


Sanitary Sewer Main Profile

Scale:
 HORIZ: 1"=20'
 VERT: 1"=5'

Profile Data:

Station	Elevation (ft)	Notes
1+00.00	6517.88	24" x 6" Tee
1+17.73	6511.72	11.25' Horiz. Bend, Connect to Tee w/Foster Adapter
2+22.28	6510.16	22.5' Vert. Bend
2+37.72	6500.00	22.5' Vert. Bend
3+00.00	6500.83	24" B.V.
3+49.32	6498.27	45' Vert. Bend
4+00.00	6513.96	24" B.V.
4+04.08	6513.96	24" B.V.
4+40.00	6513.96	11.25' Horiz. Bend

Pipe Segments:

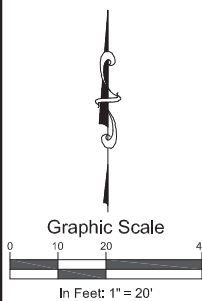
- 122.29 L.F. 24" DIP
- 16.86 L.F. 24" DIP
- 62.52 L.F. 24" DIP
- 49.38 L.F. 24" DIP
- 20.79 L.F. 24" DIP
- 36.66 L.F. 24" DIP
- 98.92 L.F. 24" DIP

Grades:

- 0.90%
- 43.00%
- 3.93%
- 5.80%
- 3.24%
- 0.62%
- 0.57%
- 1.46%

Other Notes:

- CONNECT FITTINGS W/ALL-THREAD
- 6" MIN. COVER
- USE TWO EQUAL LENGTHS OF PIPE
- MATCH LINE STA. 5+00



SGM
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Glenwood Springs, CO 81601
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Town of Eagle
Violet Lane Waterline

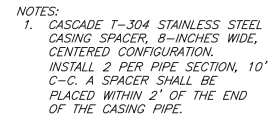
#	Revision	Date	By:
7			

Waterline P&F
1+00 to 5+00

Dwg No.

2

Of: 1



36" WELDED STEEL PIPE CASING

24" D.I.P. WATER LINE

CASCADE ALL STAINLESS STEEL CASING SPACER, SEE NOTE 1

10' C-C OR 2' PER PIPE SECTION

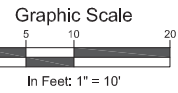
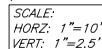
2'

RUBBER BOOT OR SEAL, TYP. EACH END, SEAL WATERTIGHT W/ 2 STAINLESS STEEL STRAPS

BORING DETAIL
N.T.S.



1. USE RUB-R-NEK PRIMED GASKET (2 LAYERS) OR GROUT IN PLACE BETWEEN ALL BOTTOM SECTION, BARREL SECTIONS, CONCRETE GRADE RINGS, AND TOP CASTINGS.
2. BACKFILL WITHIN 24" OF MANHOLE: CLASS 2 AGGREGATE OR NATIVE MATERIALS WITH LESS THAN 3" SIZE.
3. PRECAST RINGS OR METAL RISER RING COURSE SHALL BE UTILIZED WHERE REQUIRED WITH 2 COURSES MINIMUM AND 12 COURSES MAXIMUM (2 MINIMUM, 12" MAXIMUM HEIGHT).
4. GRADE ADJUSTMENT AS FOLLOWS: GREATER THAN, OR EQUAL TO, 1 FOOT, CONCRETE BARREL SECTIONS; LESS THAN 1 FOOT, CONCRETE OR METAL GRADE RINGS.
5. FINISH GRADE AS FOLLOWS: WITH ASPHALT OR CONCRETE PAVEMENTS 1/4" BELOW FINISHED GRADE, WITH BASE COURSE SURFACE OR DIRT/TOPSOIL - 3" BELOW GRADE.
6. ALL SMALL PIPING TO BE THREADED GALVANIZED SCH. 40 STEEL PIPE.
7. PIPE COVER AS SPECIFIED.



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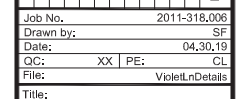
Low of Eagle
Violet Lane Waterline

Job No:	2011-316,006									
Drawn By:	SF									
Date:	04.30.15									
QC:	XX	PE:	CL							
Title:	VioletLaneW/L-042515									

Boring Plan, Profile & Details

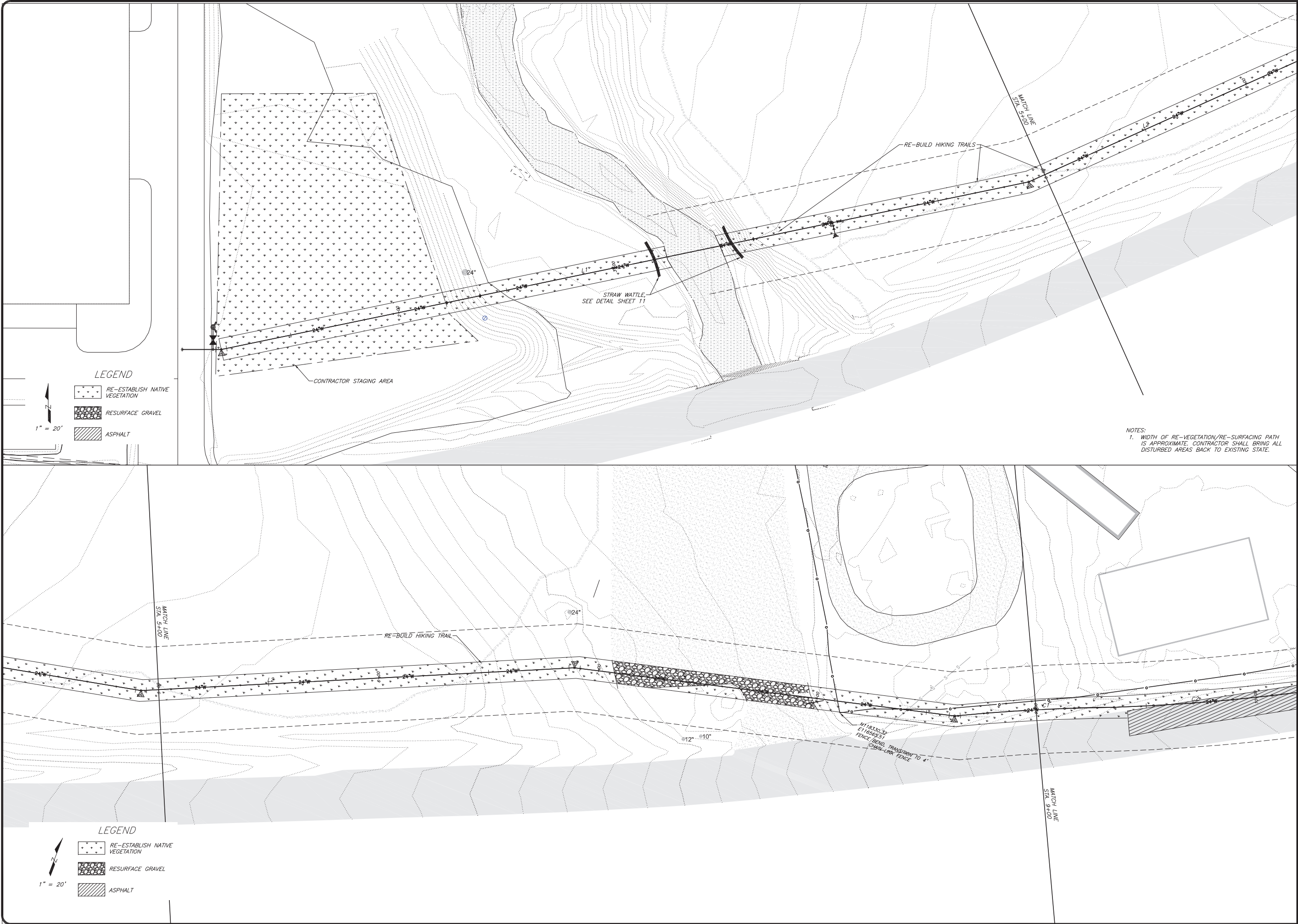
3

of: 11





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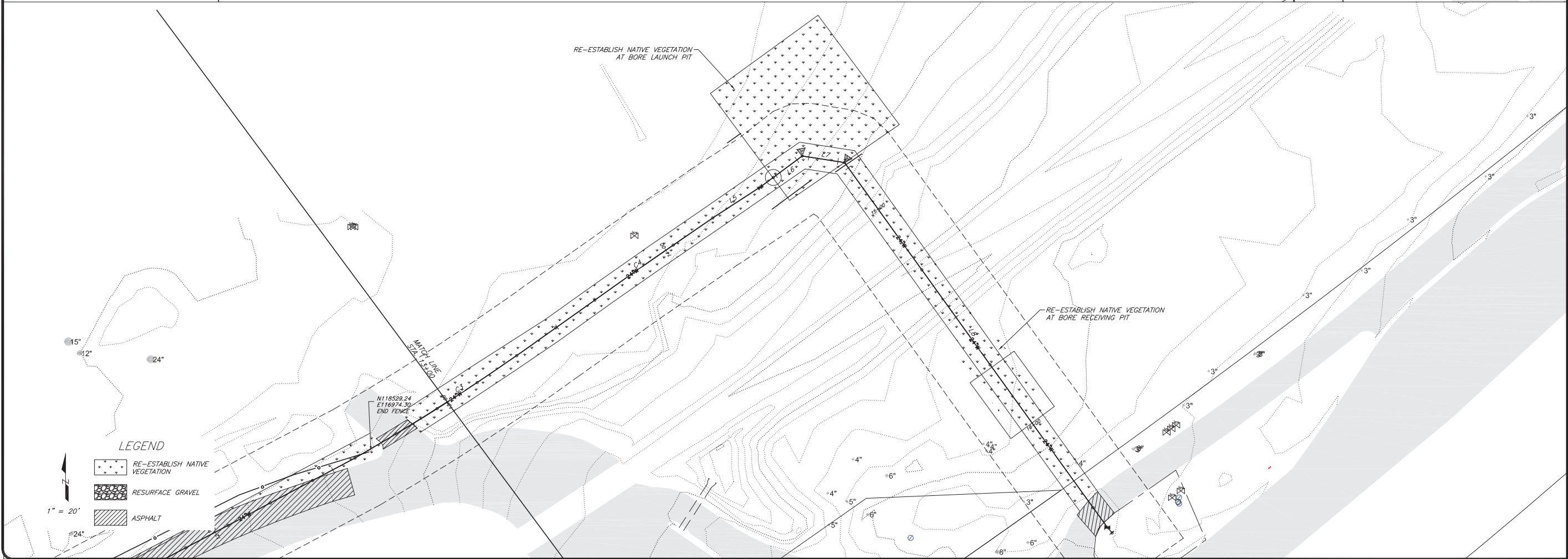


Project Milestones		Bid Set
1		

2011-318.006
SF
04.30.19
QC: XX PE: CL
ErosionReveg

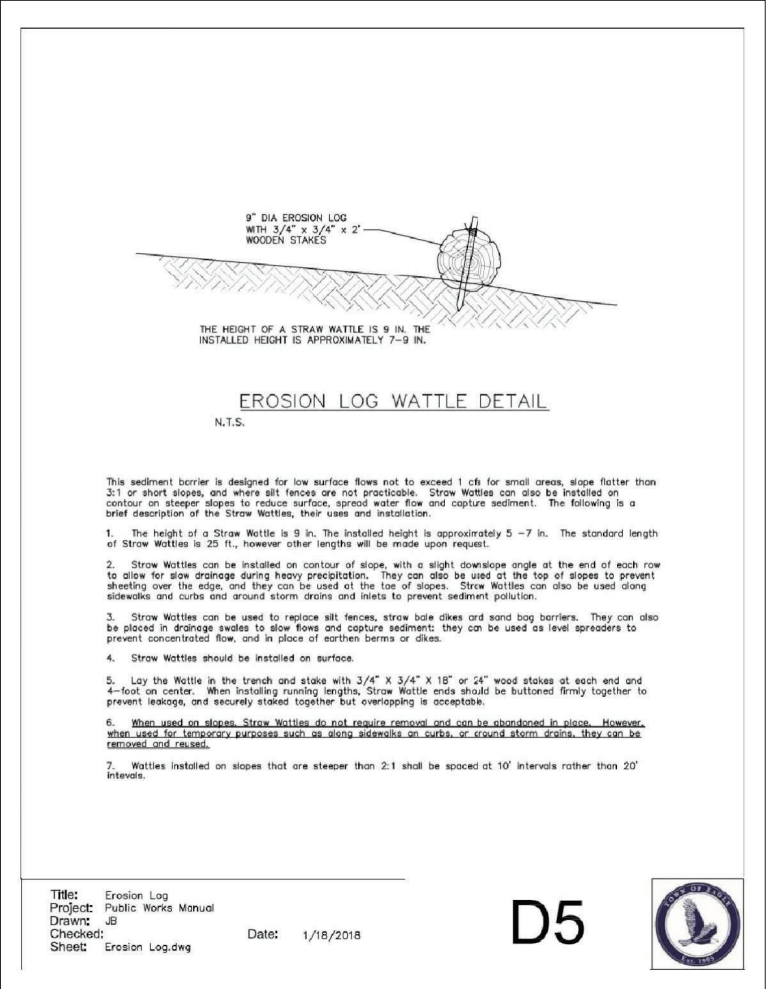
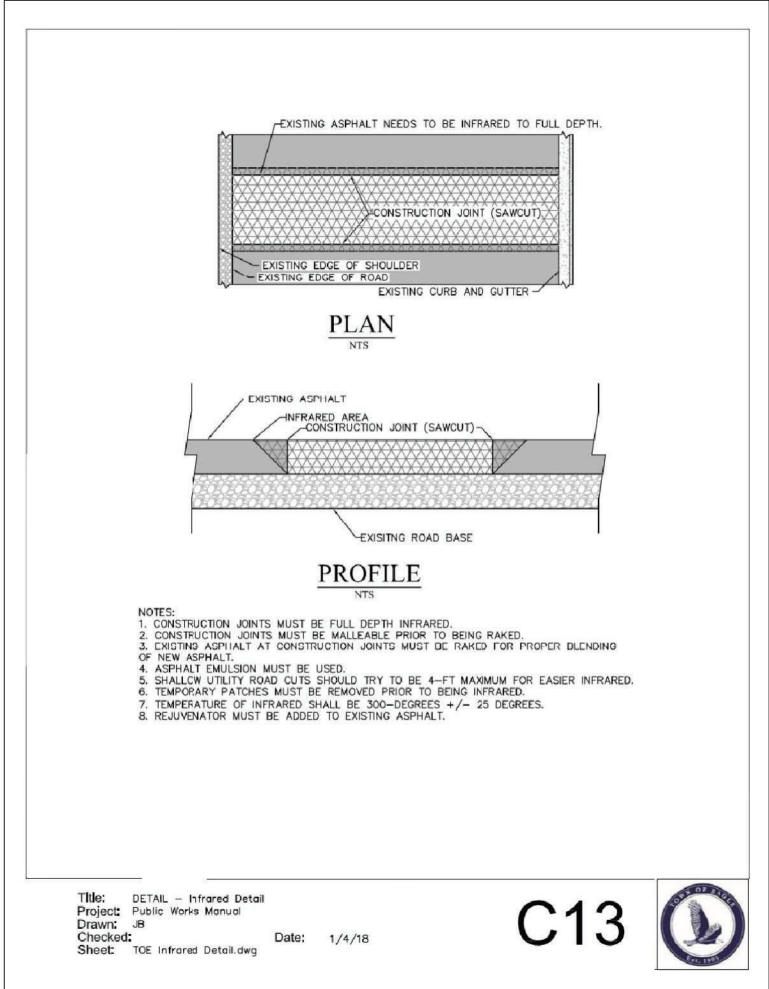
Erosion Control &
Revegetation Plan,
STA 0+00 to STA
9+00

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Project Milestone:		Bld Set
1		
2011-318.006		
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Board of Trustees - Mini Retreat
June 26, 2019
5:30 PM – 8:30 PM
Town Hall, 200 Broadway

Introduction – The purpose of this mini retreat is to check in as a group on topics identified by the Board of Trustees. Tim Gagen will help to facilitate the evening and staff will attend to take notes and answer questions. Moe's BBQ will be served along with drinks.

Agenda

5:30 PM– 5:45 PM	Message from Mayor Anne McKibbin
5:45 PM – 6:30 PM	Strategic Plan Assessment and Review • <i>How's it working</i> • <i>What's next</i>
6:30 PM – 7:30 PM	Budget/Capacity Priorities • <i>Basic services</i> • <i>Staffing</i> • <i>Capital projects</i> • <i>Events</i> • <i>Needs v. Wants</i>
7:30 PM – 8:00 PM	Policy Governance & Code of Ethics
8:00 PM – 8:15 PM	Potential Discussion Items for 2020 Retreat • <i>Leadership & Communication Training</i> • <i>New Electeds' Expectations, Obligations, Do's and Don't</i> • <i>And....</i>
8:15 PM – 8:30 PM	Closing Remarks



To: Town Board of Trustees

From: Mayor, as the Town's Representative to the VVP Economic Advisory Board

Department: Town Board of Trustees

Date: June 20, 2019

Re: June 17, 2019, VVP Economic Advisory Board, CMC Campus, Edwards

REQUEST AND INTRODUCTION:

This is a summary of pertinent discussion items from the June 17 VVP EAC meeting.

The meeting focused on presentations for the I-70 Coalition, ECO Transit, and Eagle County Airport

I-70 Coalition: From Margaret Bowes. Current funding sources (mainly gas tax) is not adequate and very much not sustainable. Measure on the ballot this November to allow the state to keep revenues received above the TABOR revenue limits. The legislature has moved about \$100 million from the general fund into transportation, a fraction of what is needed (measured in the billions). Traction laws are being updated and made somewhat more stringent. Still an issue with getting cooperation from rental car companies that operate here. Looking at HAZMAT on I-70. New director is very supportive of multi-modal, Front Range rail, 'mobility hubs' where local and regional transit can integrate. Work is beginning this year on a westbound express lane on I-70 in more or less same reach as the current eastbound lane. Coalition is pushing for Floyd Hill westbound improvements and west Vail Pass third lanes both directions. Looking at direct bus service from Denver (Fed Ctr transit hub) to resorts, reasonable fares but will require resort support. New carpooling app, "Gondola." Tolling at Eisenhower and Veterans Memorial Tunnels may be put on the table.

ECO Transit: From Chris Lubbers. Target is May 2020 for the completion of the county's Transit Master Plan. Already working with and acting on the data collected from surveys done to support the plan. Working with New Bridge Strategy on analyzing the results of the survey work. Two main takeaways: There is not significant support for free service—interpretation is that most people recognize this must be paid for in some way, and via fares is a reasonable way, less subsidy is better. Along with that, there is a desire to focus on how to extend the most benefit to working families and retaining affordability.

Eagle County Airport: From Jody Doney (Terminal Operations Manager). Higher level overview of the improvements and expansion underway. 1st quarter capacity is up. New winter direct flight to Philadelphia once a week (Saturday). Expansion complete December 2019. Notes that the work is being paid for entirely by user fees and tenant fees, no local tax dollars used.

Other updates from council members: Jim Daus, Eagle Valley Land Trust, mentioned the new Land and Rivers Fund, a collaboration with the ERWC, which is raising funds via an opt-in 1% add-on to retail sales by supporting businesses in the valley.

The SBDC now has a rep, Erin McCloskey, based in the County.

Paul Wieser is Avon's new Town Attorney. Former atty Eric Heil is now the Town Manager.

Significant concern over impact of "Section 301" tariffs, which may include 25% tariffs on recreational equipment. VVP is hosting a Q&A for the valley's retail community on June 26.

COMMUNITY INPUT:

n/a

BUDGET / STAFF IMPACT:

None

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Touches on all business values and major objectives that have a tie to economic development.

RECOMMENDED ACTION OR PROPOSED MOTION:

Have forwarded a link to the current workforce survey to staff.

ATTACHMENTS:

None.

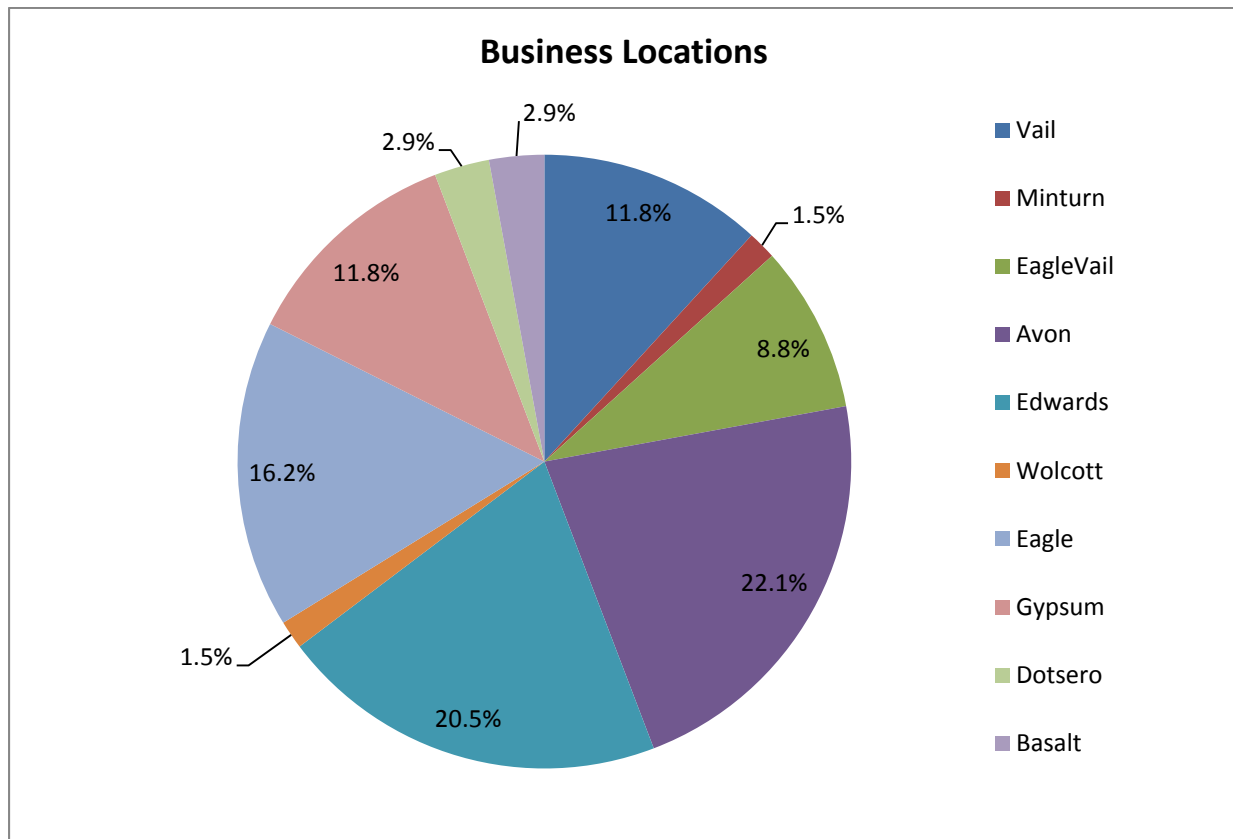


EAGLE COUNTY BUSINESS RETENTION AND EXPANSION INTERVIEWS: SUMMARY OF FINDINGS

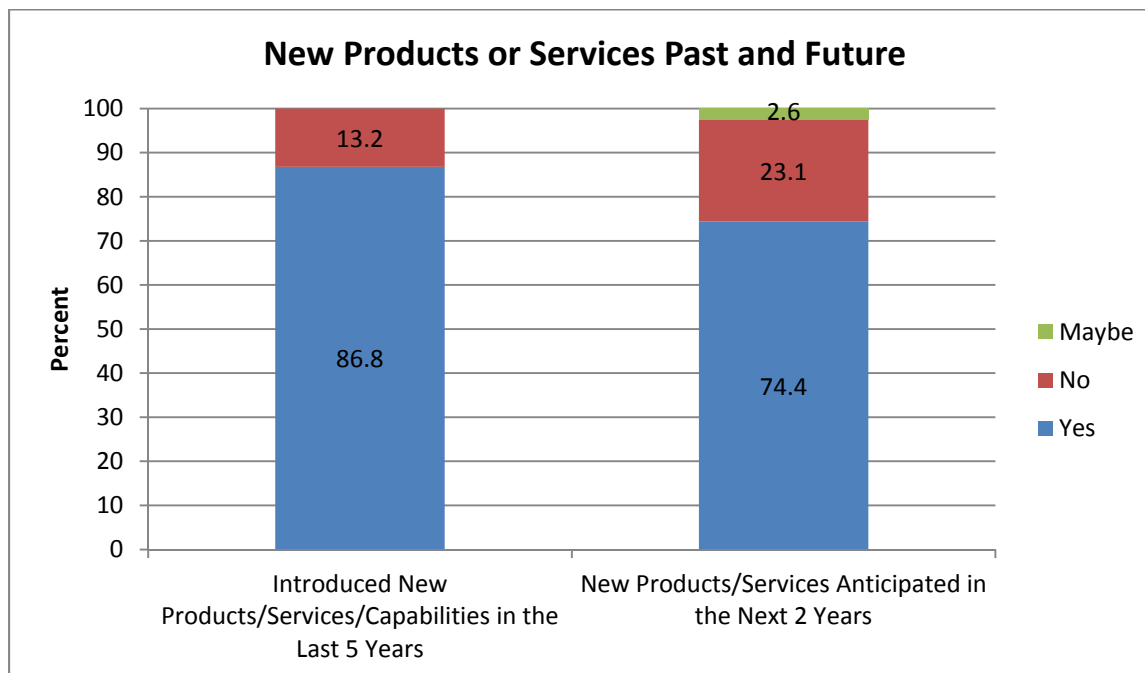
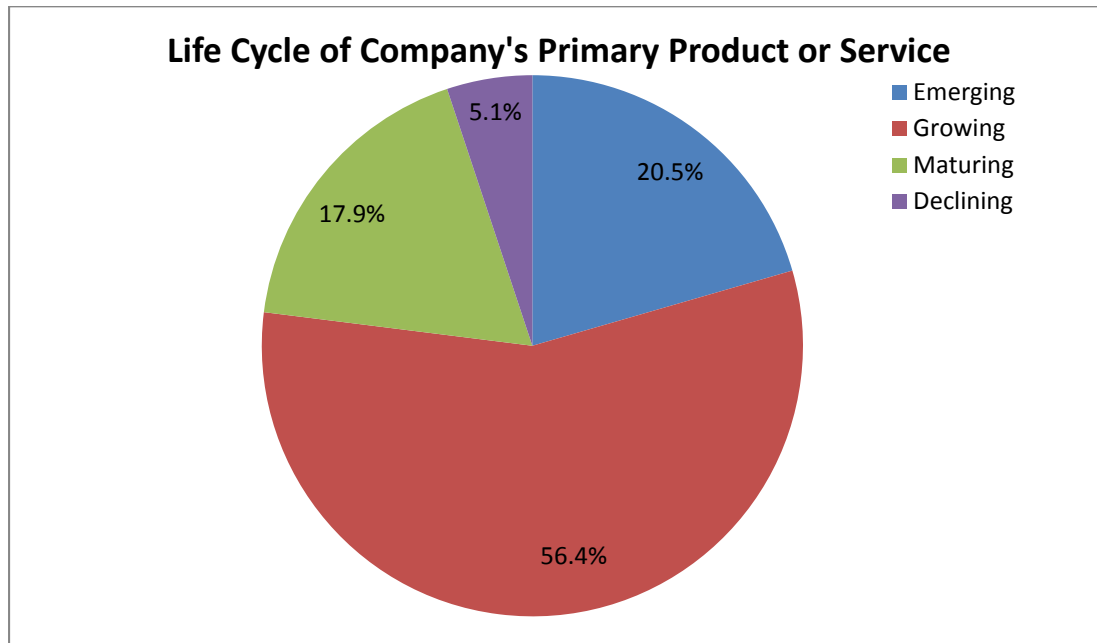
MAY 20, 2019
ANDREJ A. BIRJULIN, PH.D.
CONFLUENCE RESEARCH AND TRAINING, LLC

I. Introduction

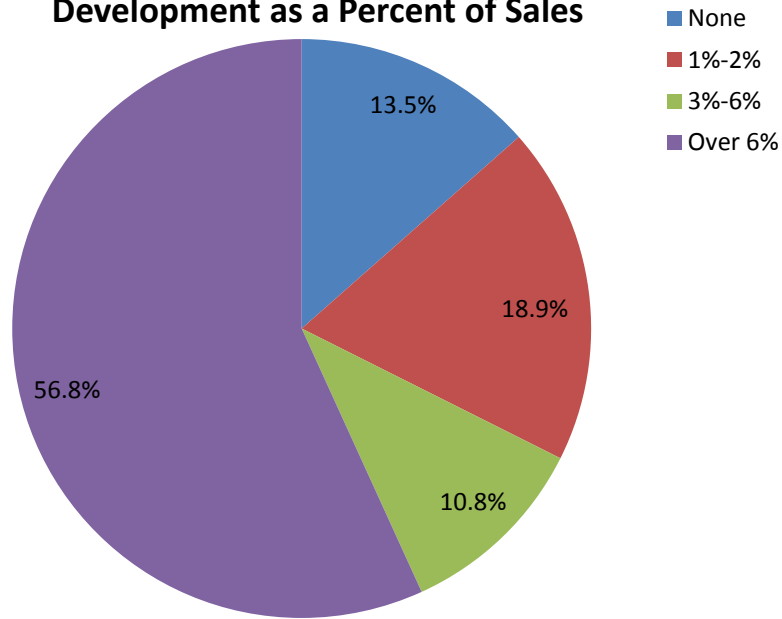
In 2017, Eagle County Government commissioned Vail Valley Partnership to begin interviewing local businesses to better understand the climate in the county for improving retention and supporting future expansion. The focus of this effort is on primary businesses, that is, those that generate at least a portion of their revenue from sales and services outside of the county. While this is an ongoing effort, this interim report summarizes the findings from 68 businesses from throughout the county. Interviews were conducted by trained researchers in a face-to-face format using a well validated and highly reliable protocol developed by Blane, Canada Ltd. As seen in the chart below, there is representation of businesses from throughout the county, with the greatest number of interviews conducted in Avon, Edwards, Eagle, Gypsum, and Vail. Interviews were conducted with high level personnel within each organization, most commonly owners, CEOs/presidents, or high level directors/managers.



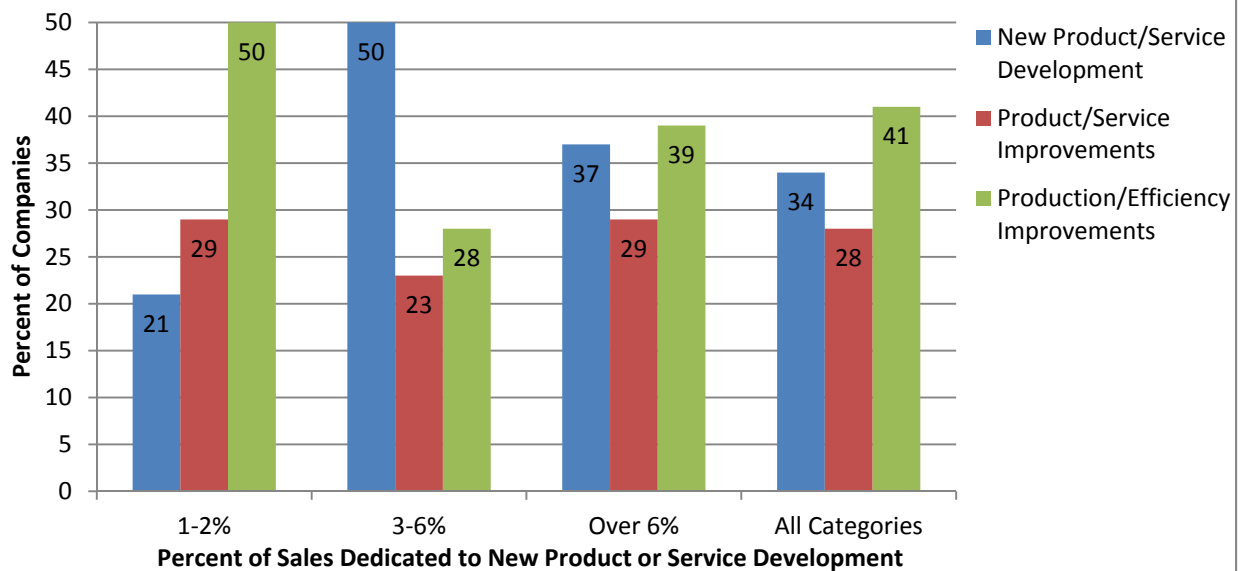
II. Company Characteristics

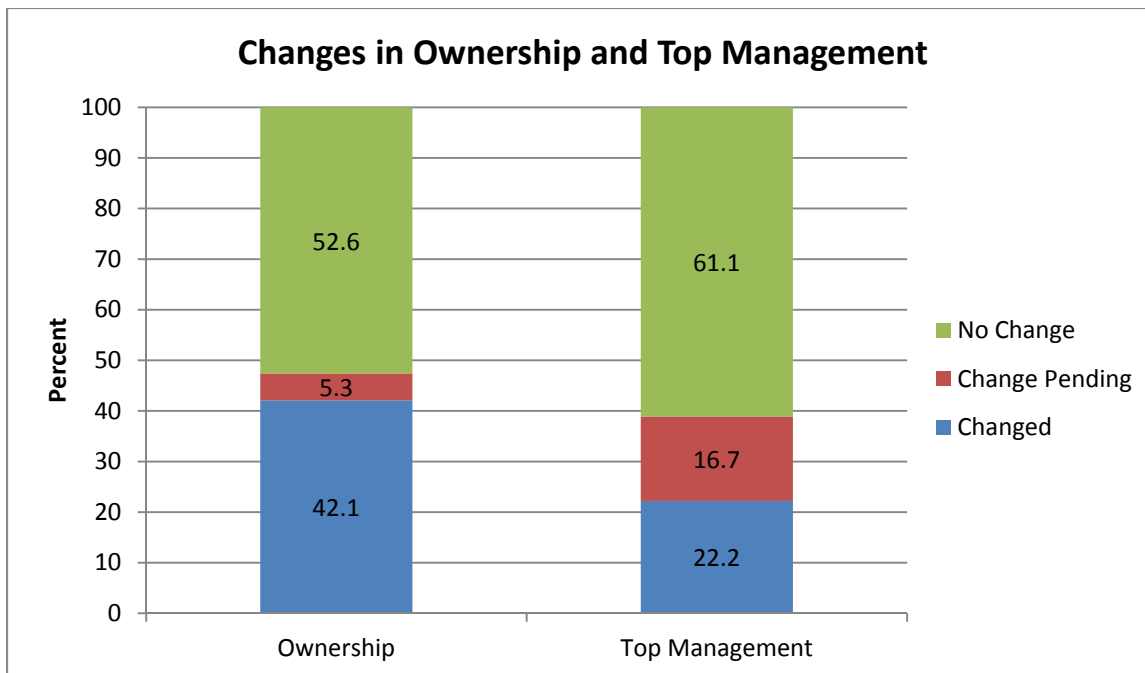
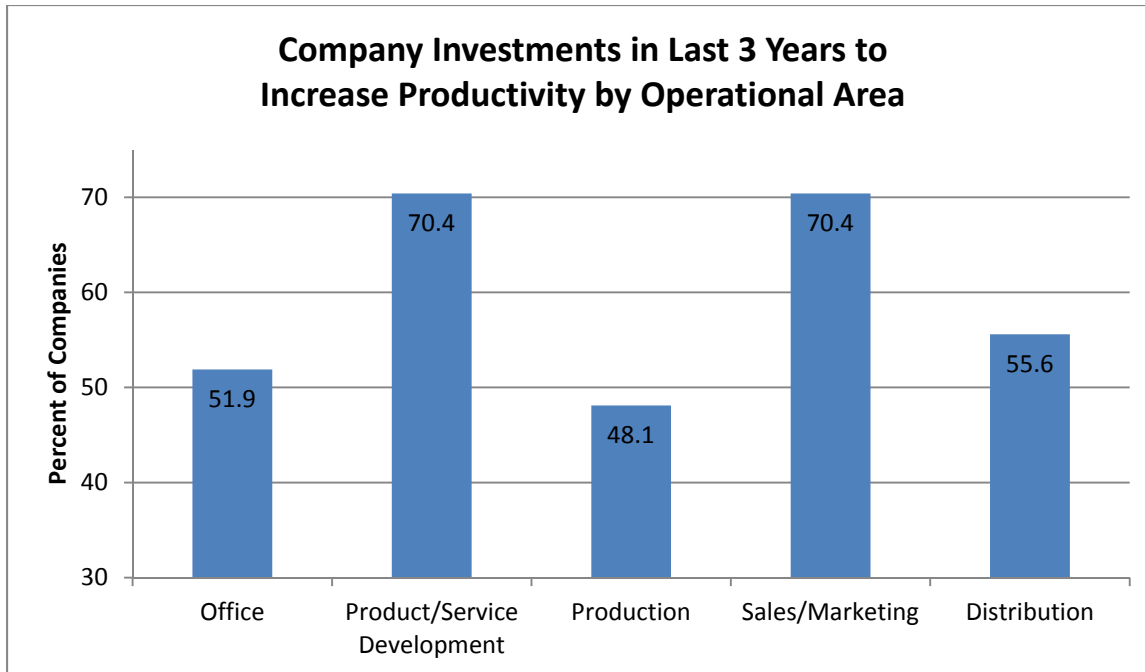


Company Spending on New Product or Service Development as a Percent of Sales



Product/Service Allocations by Spending Budget

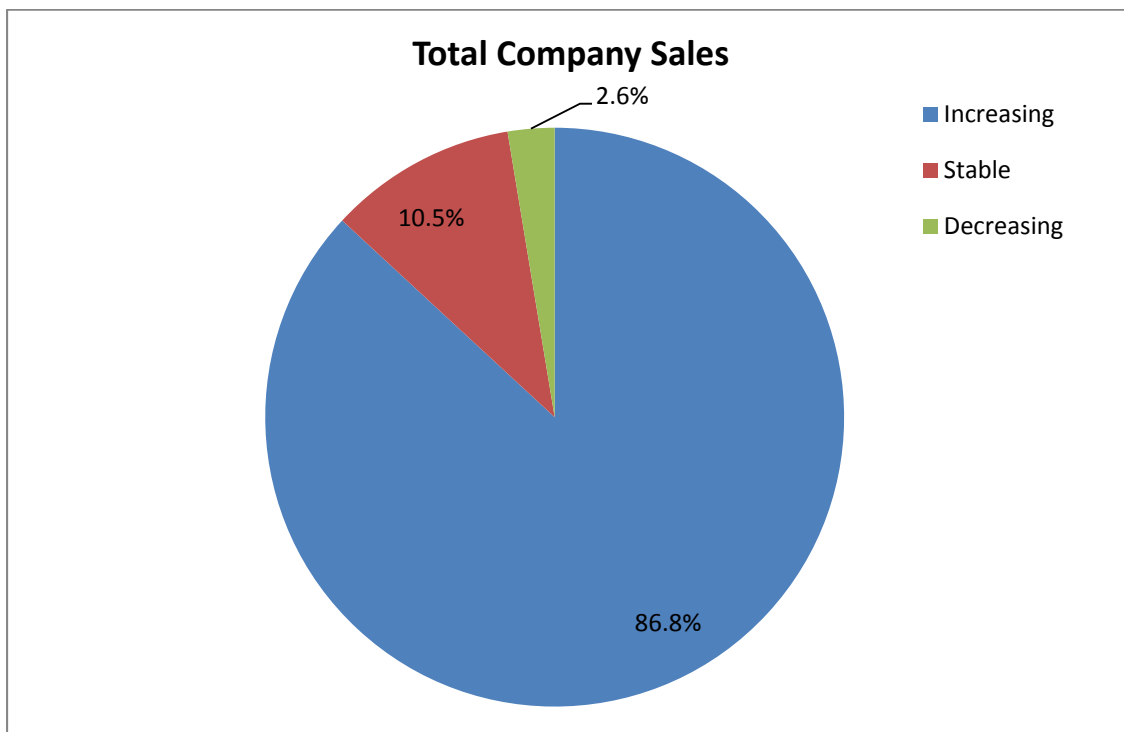
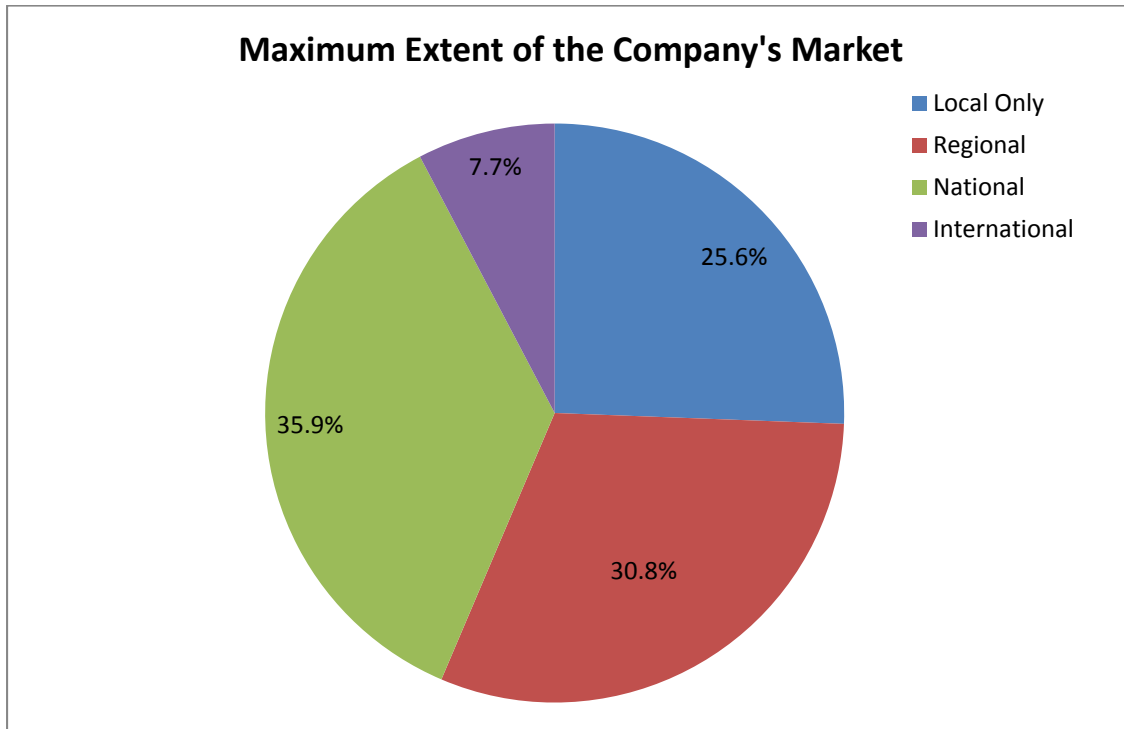


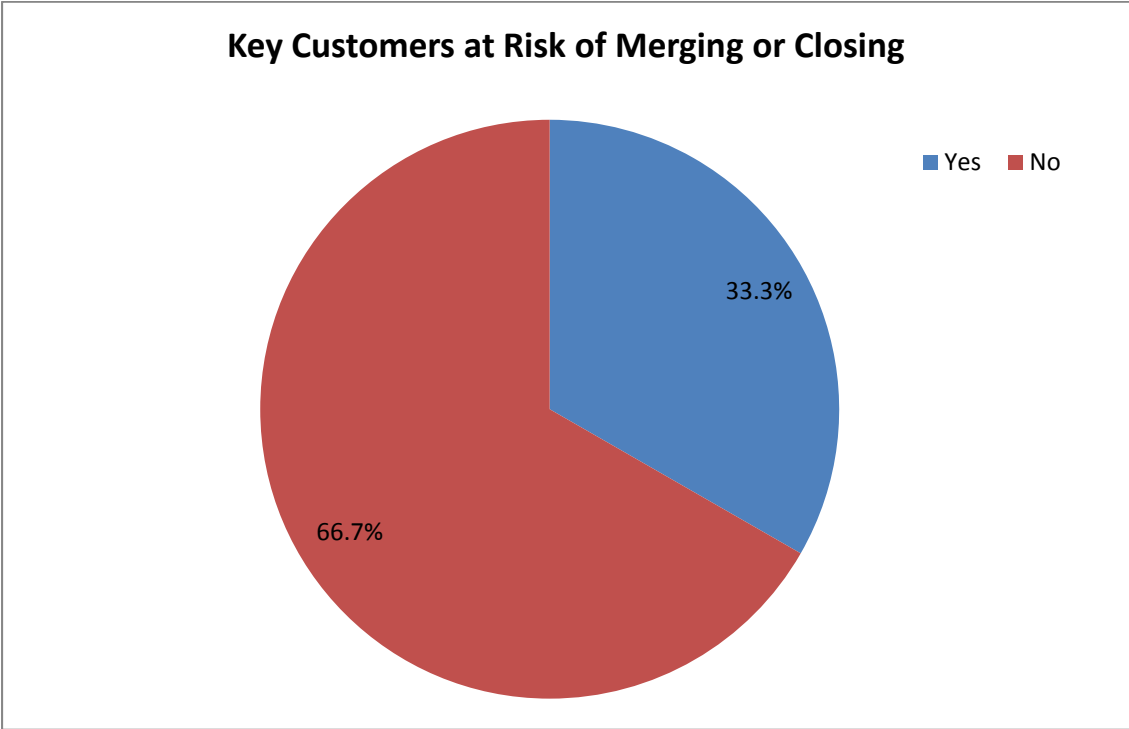
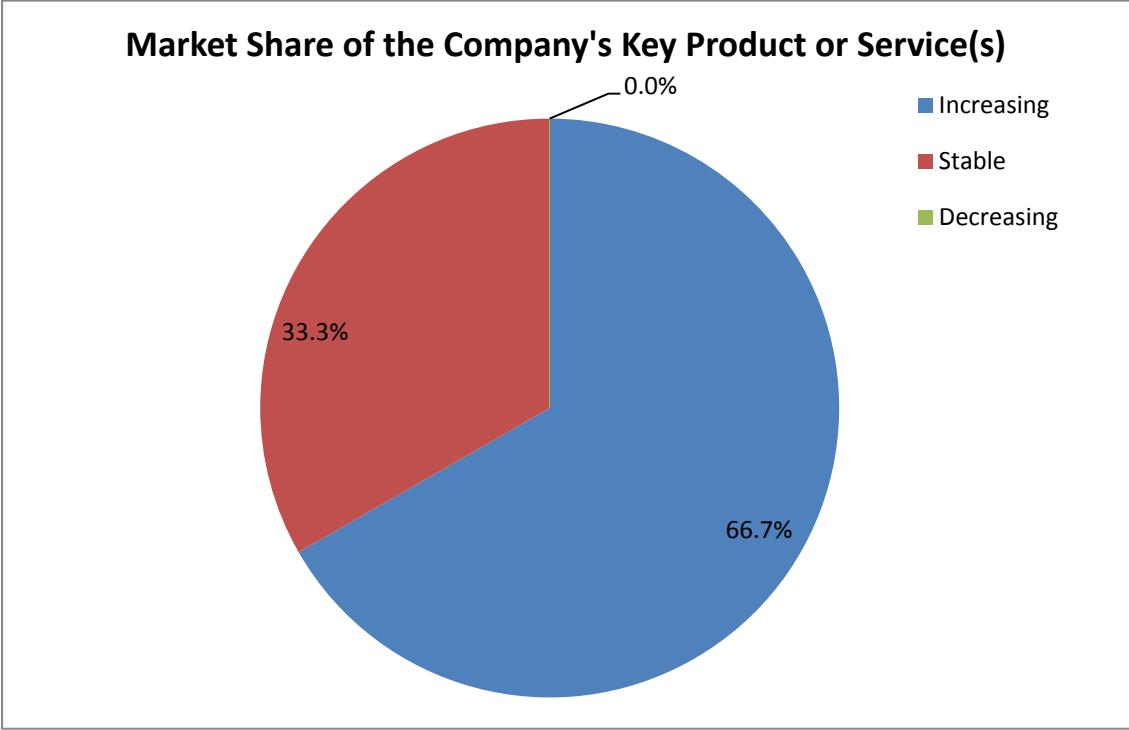


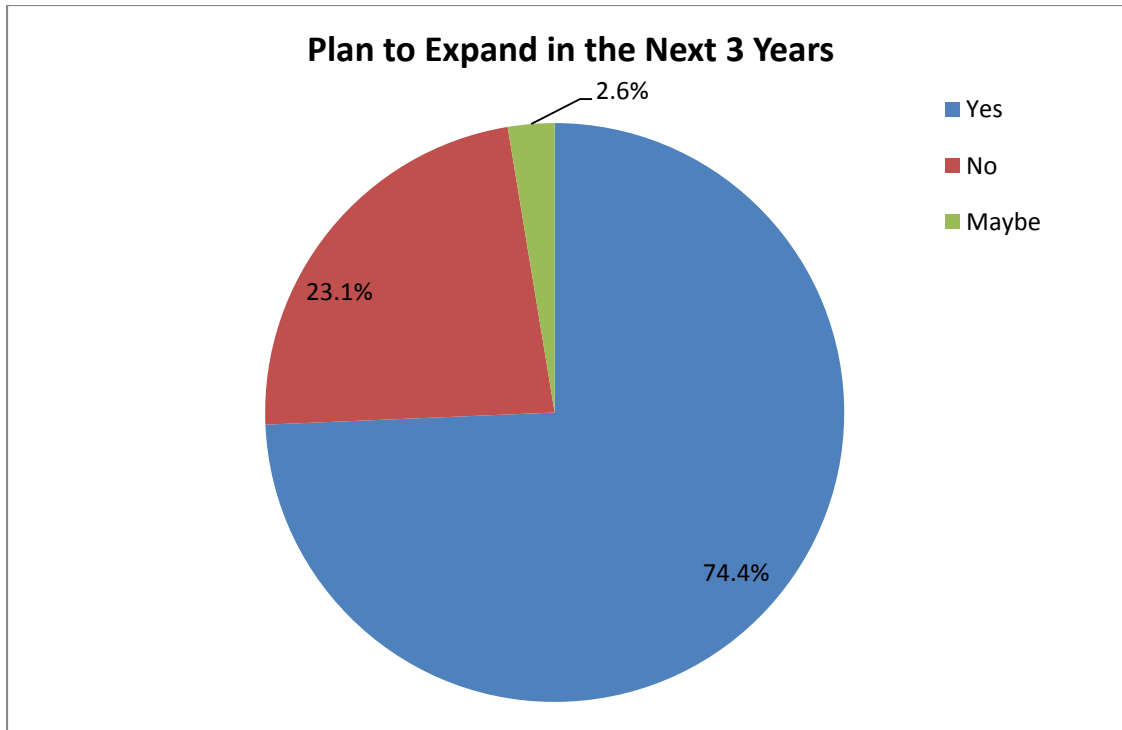
More than half of primary businesses in Eagle County are in the growing phase of the life cycle and about one out of five are in the emerging phase. Very few local businesses are in a declining phase. Most businesses (87%) introduced new products or services in the past five

years and three out of four anticipate new products or services in the next two years. Over half of the businesses interviewed spend more than 6% of their sales budget on new product or service development. Local companies invest somewhat more in the areas of product/service development and sales/marketing, than in distribution, production and office operations.

III. Market

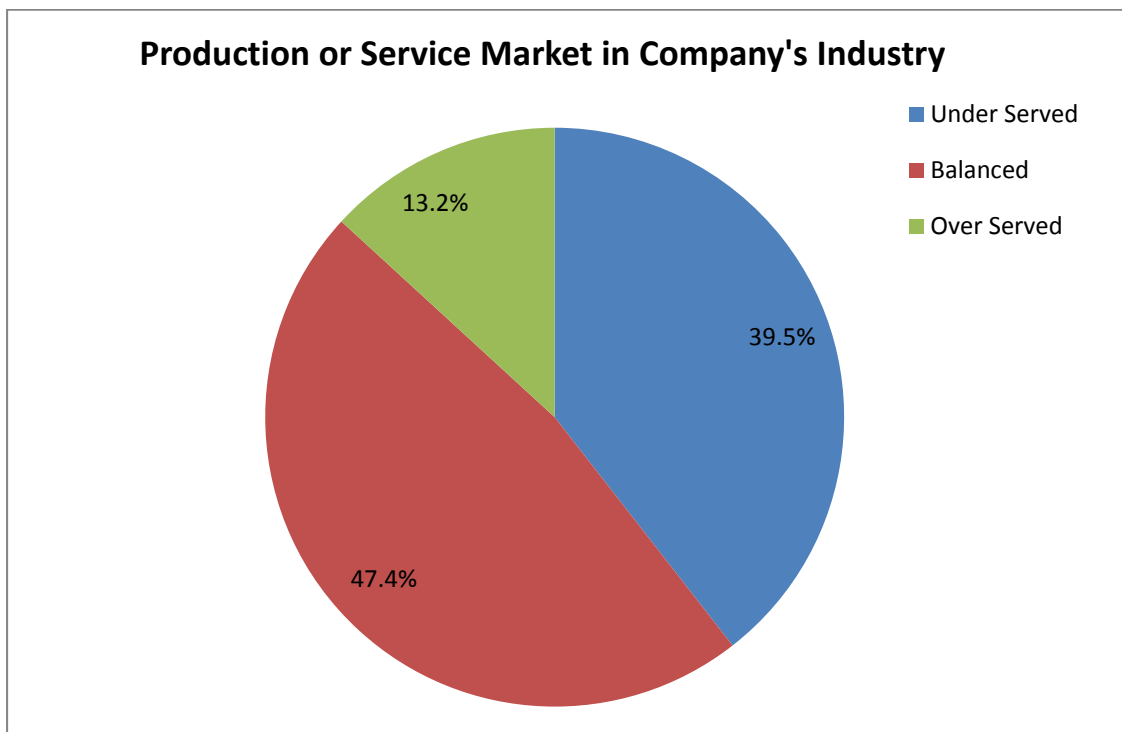
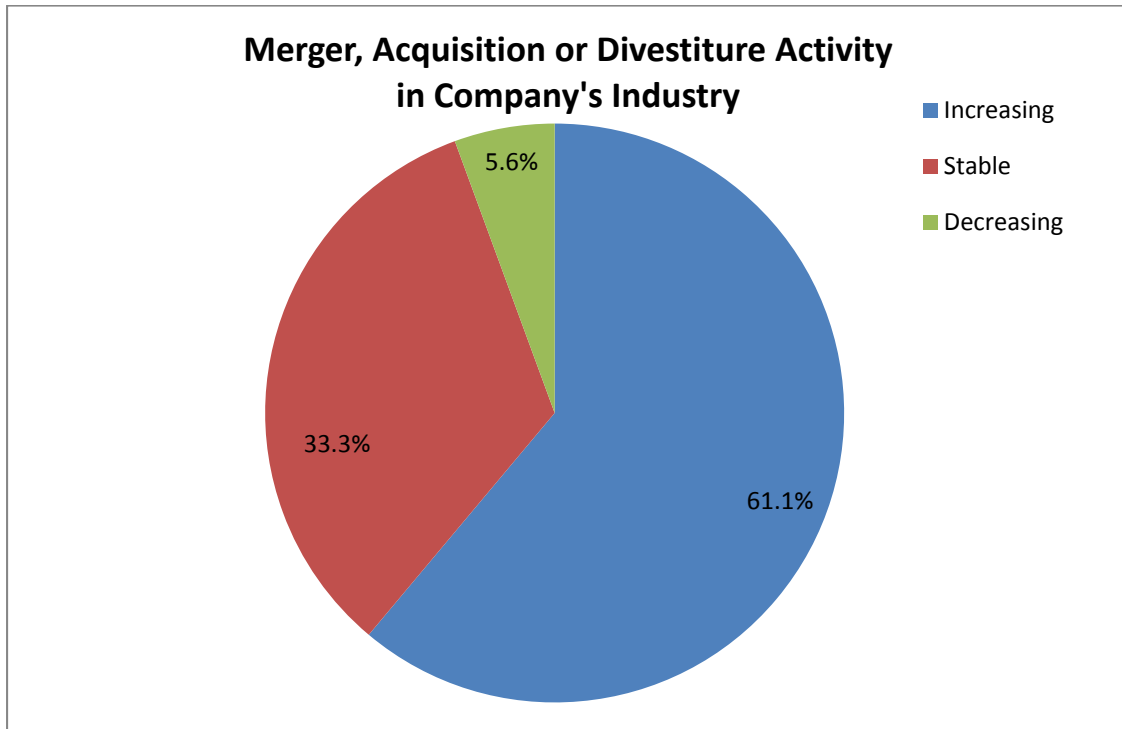


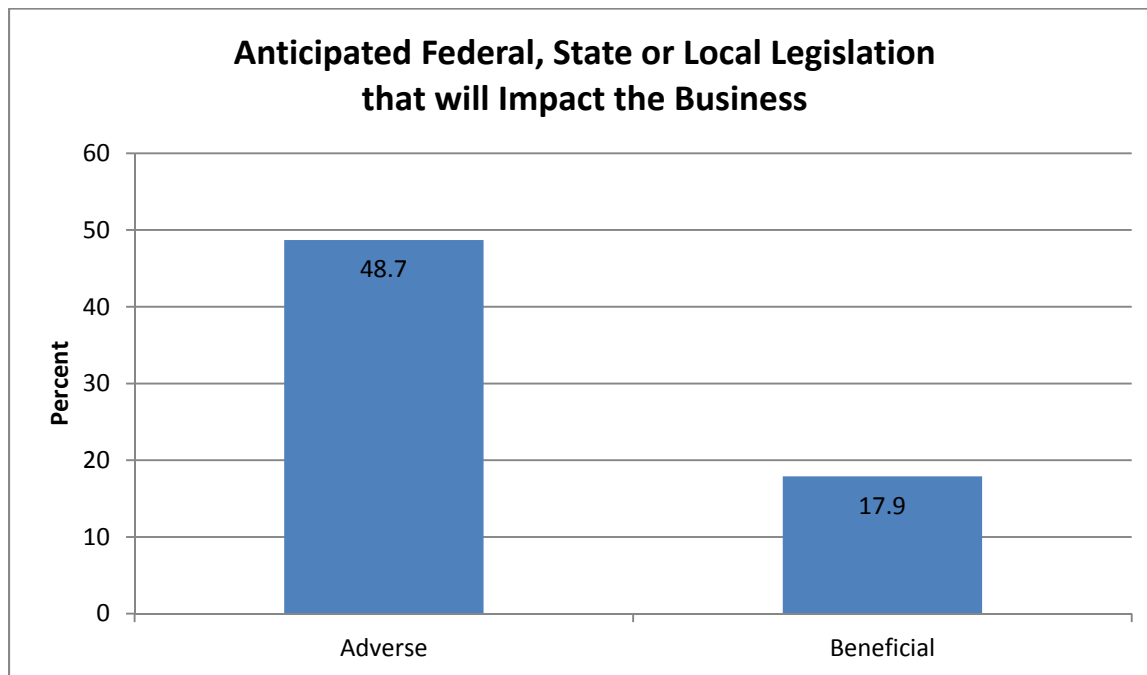




About one out of four businesses interviewed serve only the local market, 31% serve a regional market, and 36% have a national reach. Less than 10% have an international reach. Almost all businesses (87%) say sales are increasing and two-thirds says their market share is increasing. Three-quarters say that they plan to expand in the next three years, although few businesses could provide details such as the estimated total investment, amount of real estate needed, number of jobs added or lost, or the future operating space needs.

IV. Industry



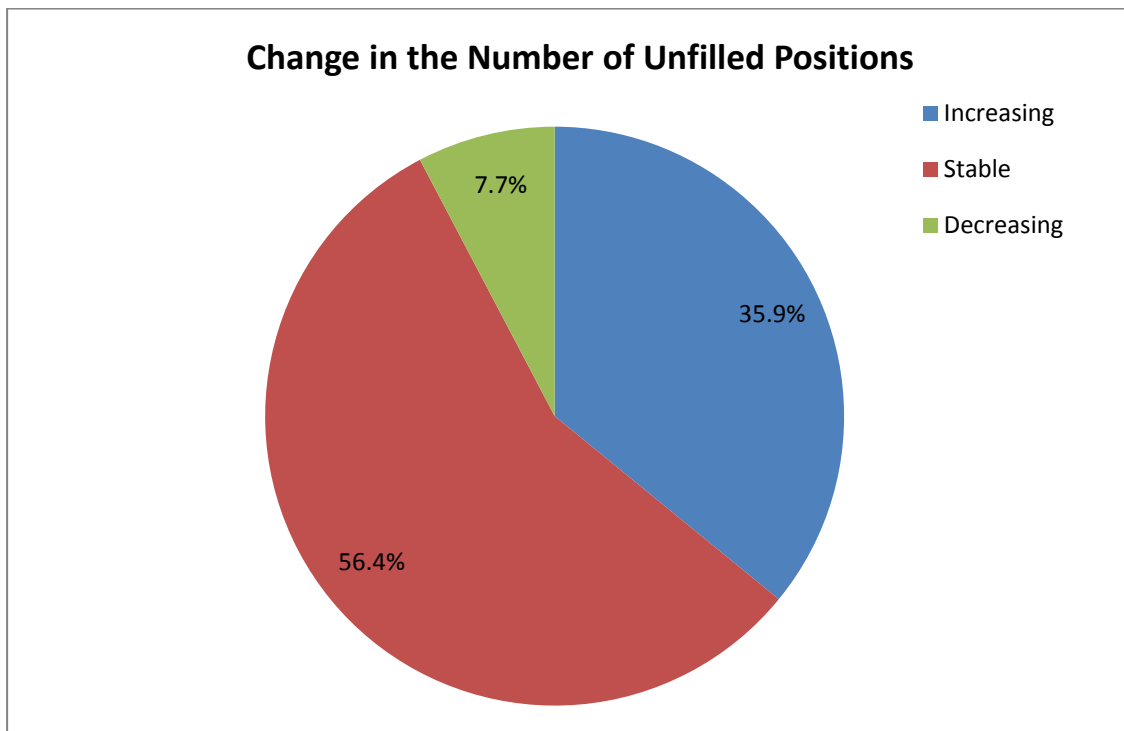


Nearly two-thirds of businesses report merger, acquisition or divestiture activity in their industry. Close to half of businesses say that the service market for their industry is balanced and about 40% say is under served. About half of businesses say they anticipate Federal, State or Local legislation that will have an adverse impact.

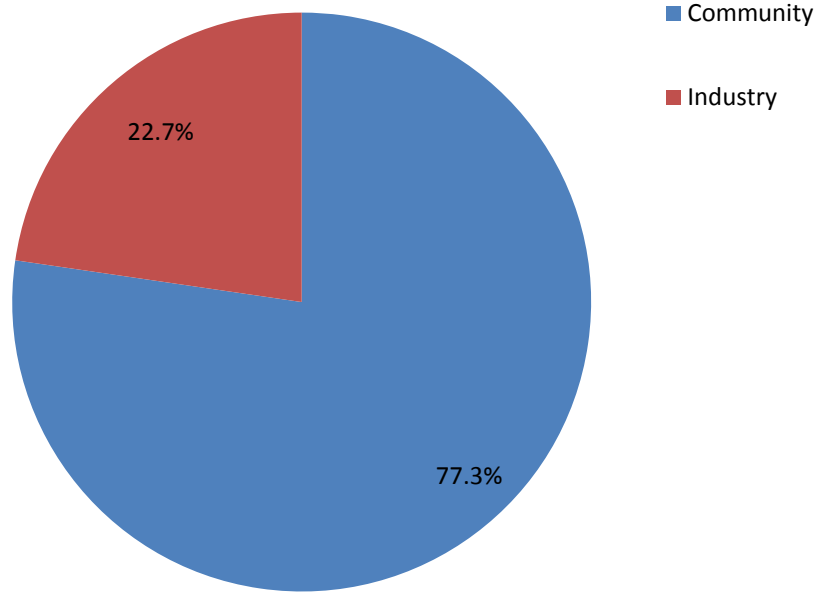
V. Workforce



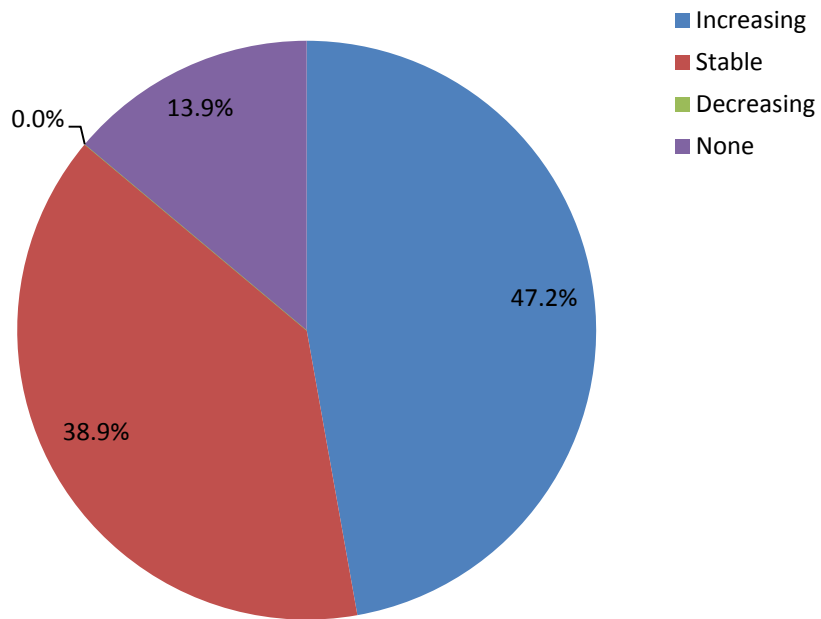
- 66.7% of companies interviewed are experiencing recruitment problems with employee positions or skills.

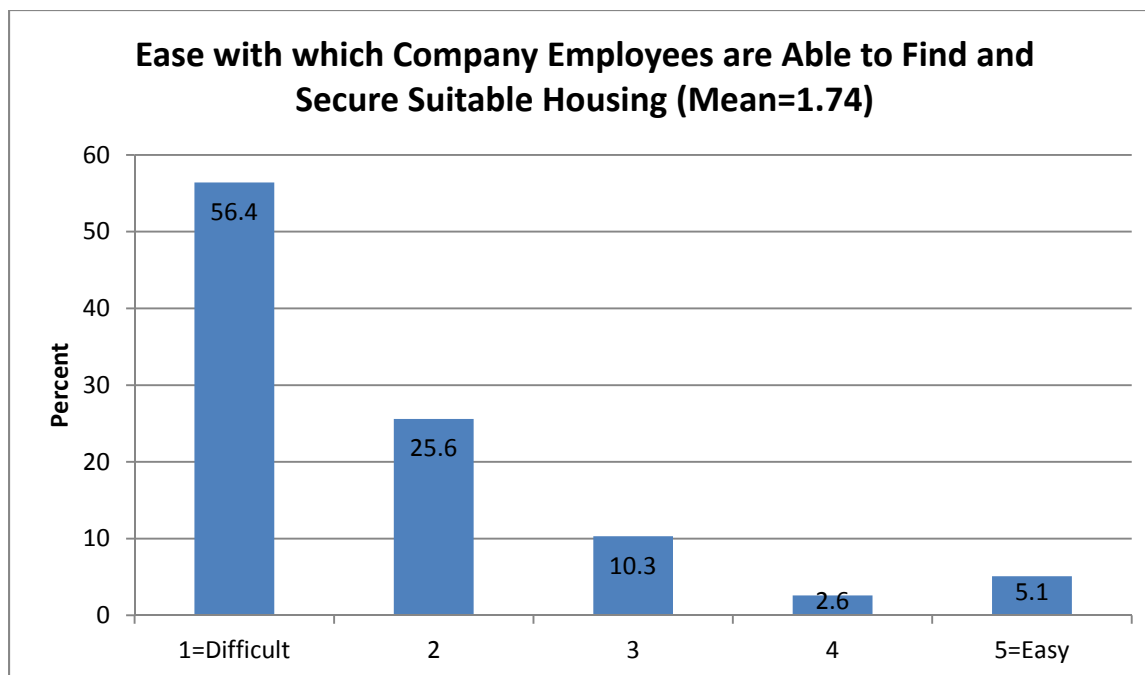
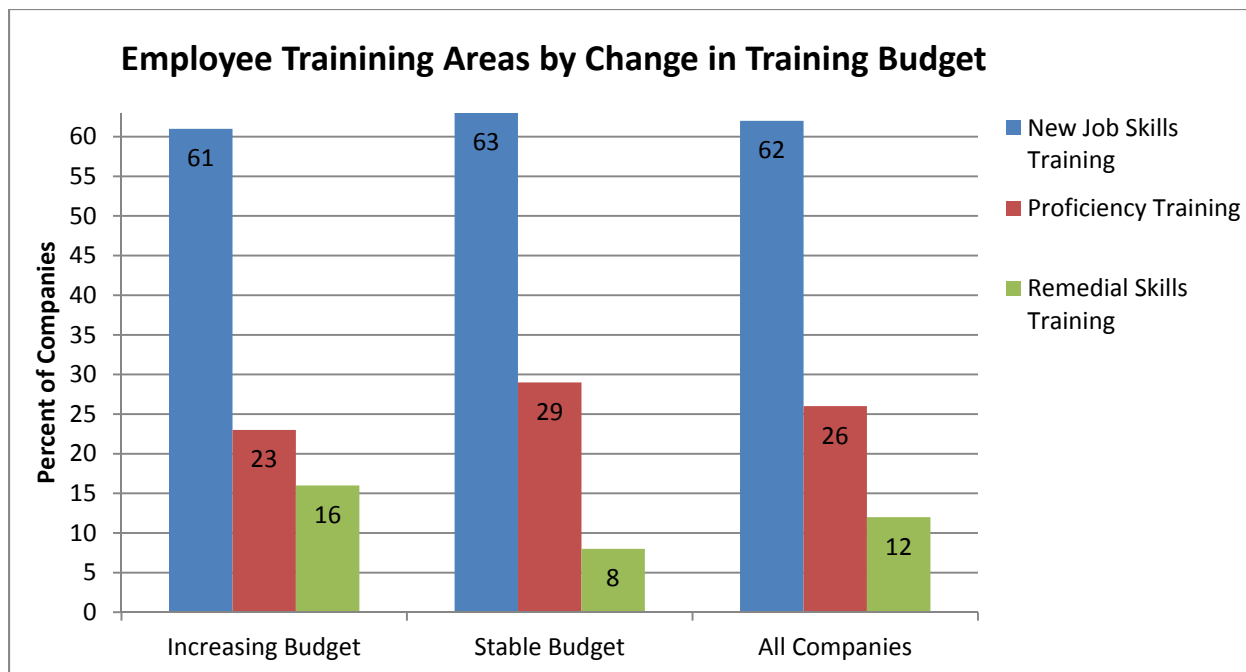


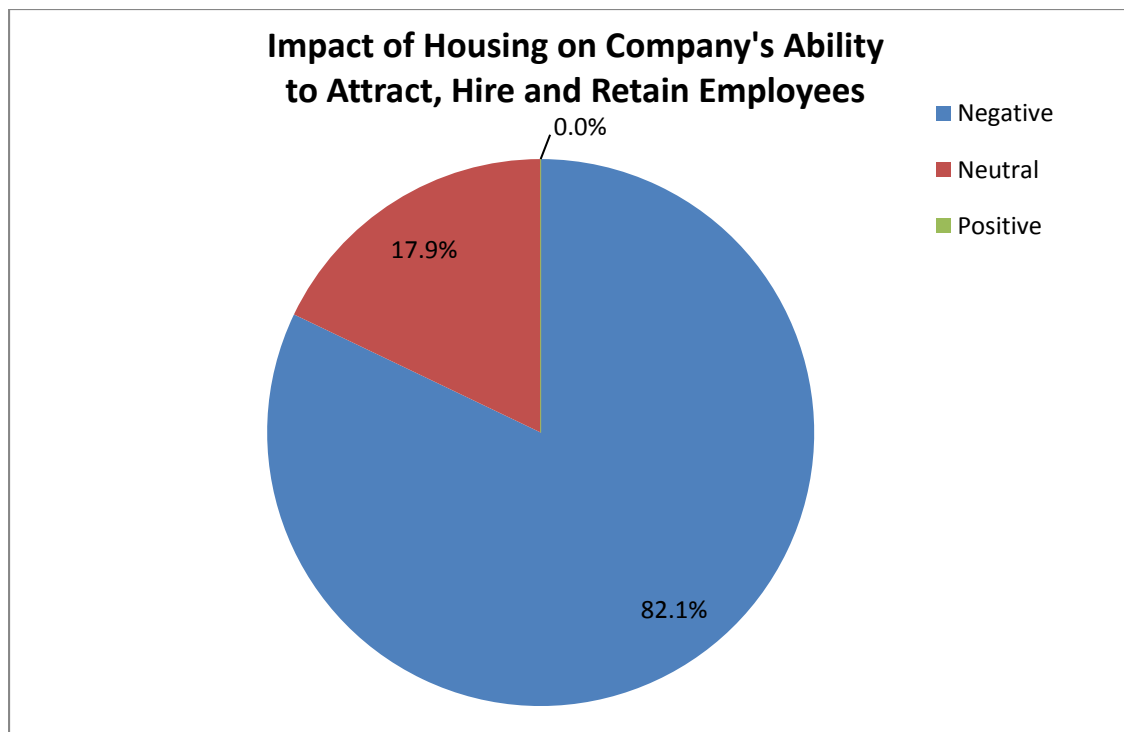
Recruitment Problems Community-Based or Industry-Based?



Investment in Employee Training







Workforce availability, quality and stability is concern for local businesses, with ratings in these areas all falling below the midpoint of the scale used to measure them. Follow-up analysis did not detect significant differences of these ratings based on location within the county. Two-thirds of the businesses are reporting recruitment problems and over one-third indicate that the number of unfilled positions is increasing. Most report that recruitment problems are rooted in lack of suitable employees in the community rather than the lack of employees in the industry as a whole. Nearly half of local businesses are increasing their investment in employee training, with new job skills training the primary area of focus. Not surprisingly, ease with which company employees are able to find suitable is rated quite low, with 56% giving it the lowest score possible and 82% indicating housing has a negative impact on their ability to attract, hire and retain employees.

VI. Facilitators and Barriers of Success

A. Community Strengths as a Place to do Business

- People who live here/Tight knit community/Quality of relationships: 34% (N=23)
- Ski industry connection/Vail and Beaver Creek brand: 24% (N=16)
- Lifestyle/Quality of Life: 21% (N=14)
- Access to tourism market/International market: 16% (N=11)
- Town government responsiveness/progressiveness: 15% (N=10)
- Community support for local businesses: 15% (N=10)
- Central location/Location within Colorado: 15% (N=10)
- Environmental quality/Beauty: 15% (N=10)
- Proximity to I-70: 10% (N=7)
- Local culture: 7% (N=5)
- Entrepreneurial atmosphere: 7% (N=5)
- Airport: 7% (N=5)
- Small community: 4% (N=3)
- County government: 4%, (N=3)
- Workforce quality: 4%, (N=3)
- Moving toward a year-round economy: 3%, (N=2)
- Local non-profit efforts: 3%, (N=2)
- Working on housing solutions: 3%, (N=2)
- Employment opportunities: 3%, (N=2)
- Other: Workforce quality: 18%, (N=12)

B. Community Weaknesses as a Place to do Business

- Lack of affordable housing: 35% (N=24)
- Limited workforce availability: 28%, (N=19)
- High cost of living: 28%, (N=19)
- Commercial real estate cost/availability: 25%, (N=17)
- Freight/shipping costs and/or schedule: 18%, (N=12)
- Poor quality of workforce pool: 18%, (N=12)
- Issues specific to Vail: 15%, (N=10)
- Lack of high paying jobs: 13%, (N=9)
- Transportation and/or travel issues issues/I-70 closures: 10%, (N=7)
- Parking: 7%, (N=5)

- Zoning/Other regulations: 7%, (N=5)
- Limited networking opportunities: 4%, (N=3)
- Small market: 4%, (N=3)
- Upstream resources are lacking locally: 3%, (N=2)
- Seasonality: 3%, (N=2)
- High healthcare costs: 3%, (N=2)
- Poor infrastructure: 3%, (N=2)
- Poor school funding: 3%, (N=2)
- Mail delivery to PO boxes: 3%, (N=2)
- Other: 13% (N=5)

C. Barriers to Growth in the Community

- None: 13%, (N=9)
- Transient workforce/low quality workforce: 31% (N=21)
- Affordable housing: 25% (N=17)
- Real estate costs: 24% (N=16)
- Industry specific issues: 10% (N=7)
- Lack of land: 7% (N=5)
- Regulations/Zoning: 4% (N=3)
- Cost of living: 4% (N=3)
- Local economic health: 4% (N=3)
- Low population density/small market: 4% (N=3)
- Reluctant lenders: 3% (N=2)
- Seasonality: 3% (N=2)
- Shipping: 3% (N=2)
- Slow population growth: 3% (N=2)
- Lack of warehouse space: 3% (N=2)
- Poor internet access: 3% (N=2)
- Lack of marketing opportunities: 3% (N=2)
- Other: 3% (N=2)

D. Reasons the Community May Not be Considered for Future Expansion

- None: 34% (N=23)
- Limited workforce: 13% (N=9)

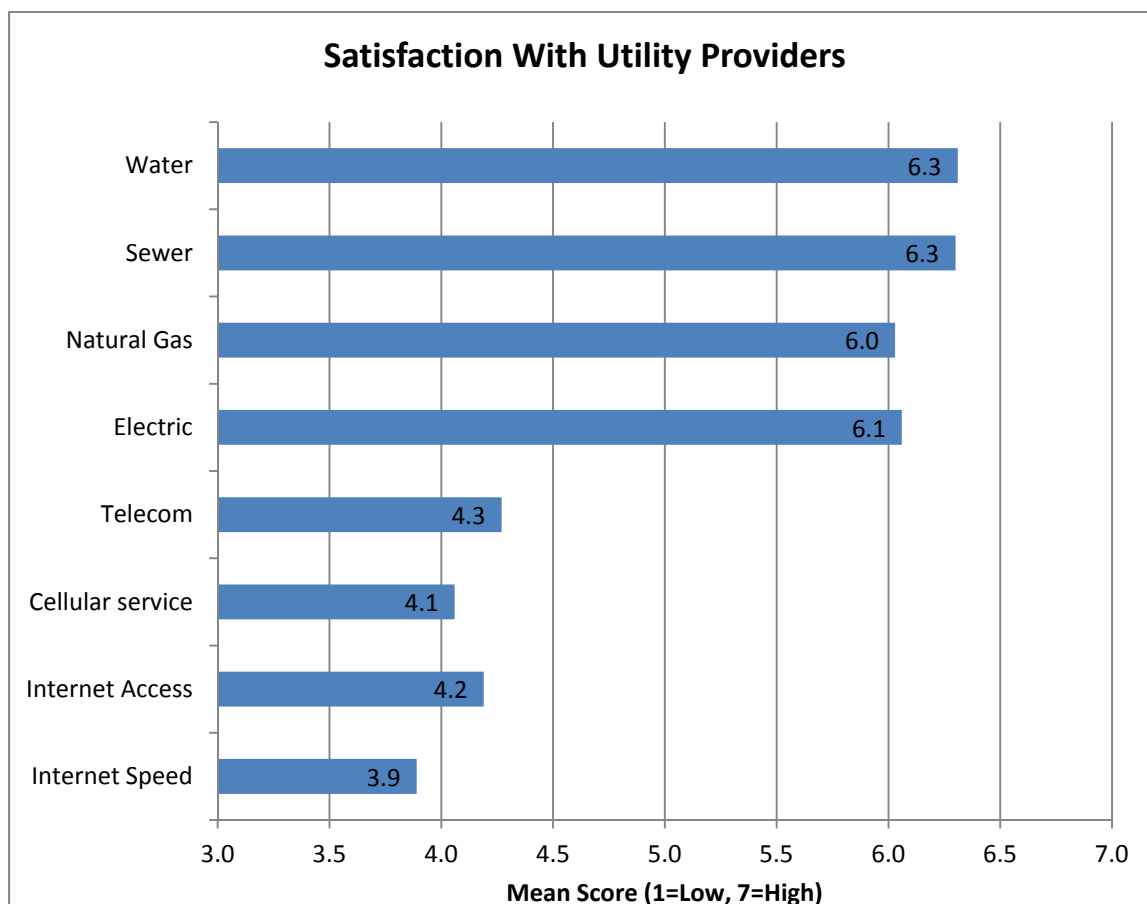
- Regulations: 7% (N=5)
- Warehousing/Commercial real estate costs: 4% (N=3)
- Cost of living: 3% (N=2)
- Tight margins: 3% (N=2)
- Cost of land: 3% (N=2)
- Unreliability of snow/climate change: 3% (N=2)
- Water issues: 3% (N=2)
- Limited networking: 3% (N=2)
- Market saturation: 3% (N=2)
- If local economy declines: 3% (N=2)
- Other: 3% (N=2)

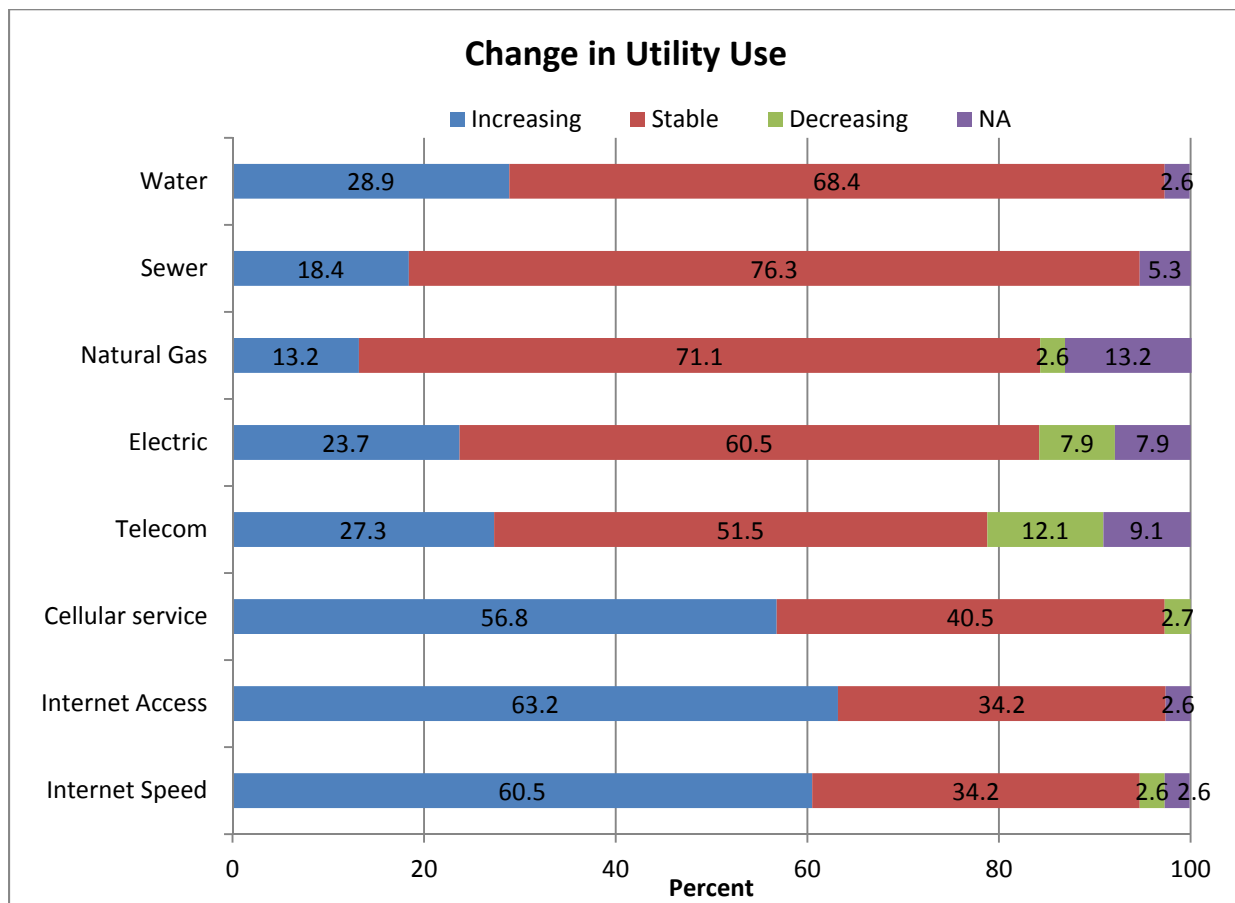
E. Summary

All interviewees articulated both strengths and weaknesses in conducting business in the local community. The greatest strengths include the tight knit community, the connection to the ski industry, and the quality of life. Overall, businesses were able to articulate a greater number of strengths than weakness. When considering the weaknesses, barriers to growth, and reasons the community might not be considered for future expansion, several common themes emerged. The lack of affordable housing, high cost of living and the impact this has on local workforce quality and worker availability were discussed relatively frequently. The high cost of commercial real estate and lack of availability were other areas of concern for local businesses. Some businesses also are challenged by less frequent shipping schedules and/or high shipping costs. While challenges exist for the majority of businesses interviewed, about one out of three said that there are no reasons the community may not be considered for future expansion.

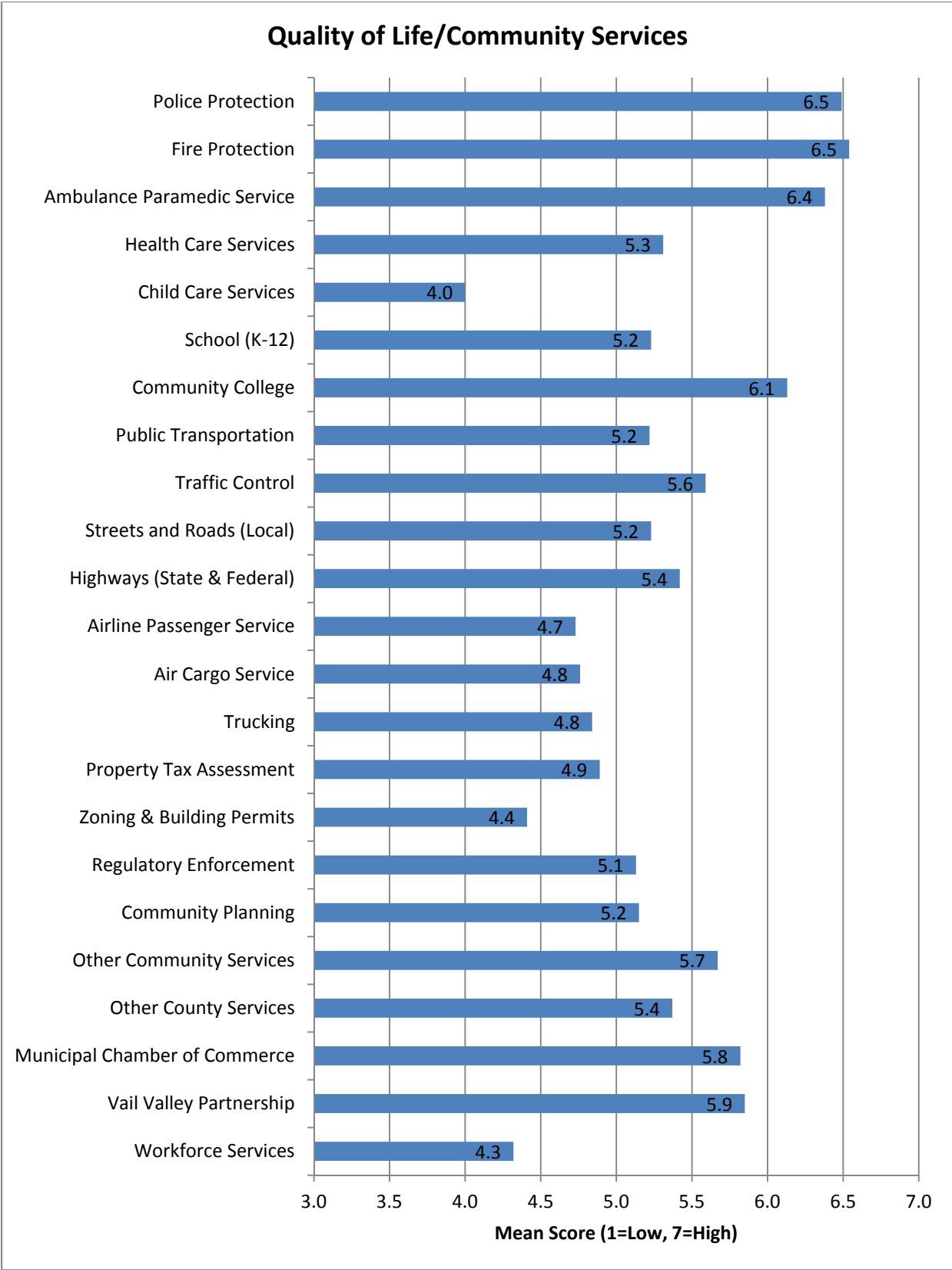
VII. Local Technological Infrastructure and Community Services

- 89.7 percent say the community's technology infrastructure is adequate for the company's growth plan.
- 64.9% say that there is emerging technology that will substantially change either the company's primary product/service or how it is developed. Most (88.9%) say the emerging technology is positive, 3.7% say it is negative, and 7.4% say it is both positive and negative.





Businesses are quite satisfied with water, sewer, natural gas, and electric utilities, but are much less satisfied with telecomm, cellular service, Internet access, and Internet speed. Given that they also report increasing use of cellular service and the Internet translate into areas where future improvements would have a direct benefit to local businesses.



VIII. Conclusions and Next Steps

Participants were quite engaged in the interview process and were encouraged that there were stakeholders in Eagle County Government and in the business support community that were interested in understanding their experiences with running and growing a business in this community. Again, it is important to note that this effort focused, to the greatest extent possible, on primary businesses that generate at least a portion of their revenue from sales of products or services conducted outside of county. This means that certain sectors and/or businesses that solely exist in the county to serve the tourist industry, such as hotels and most restaurants, or solely serve the needs of local residents were deliberately omitted from the potential sample pool. At the same time, the county has a relatively small pool of what would be considered true primary businesses and therefore, this effort utilized a somewhat wider selection of business sectors than what might be done in higher density metropolitan areas. This is reflected in the fact that about 25% of the businesses that were interviewed reported that all of their revenue was from sales from within the county. Some of these non-primary businesses were chosen because although 100% of their sales are local, they attract regional customers from outside of the county who come to their local facility for a unique product or service.

Overall, there was considerable variability of responses based on industry sector and where the company was in terms of its life cycle. There were also some important differences that emerged between specific municipalities. For example, running a business in Vail or Beaver Creek has unique challenges not seen elsewhere in the county. However, true primary businesses are unlikely to locate their main operation in these resort towns due to the high cost of commercial real estate. Elsewhere in county, interview participants even underscored significant differences between neighboring towns, such as Eagle and Gypsum. Because this project is an ongoing effort, this summary is the first in a series of reports to better understand policies and supports needed to retain primary businesses in the county, facilitate their growth, and attract other primary businesses from outside the county to locate here. Additional interviews will be conducted throughout 2019 and as the sample size increases, the ability to disaggregate the results by key variables will also increase. These variables include: industry sector, select municipalities within the county, where the business is in its life cycle, the maximum extent of the business's market, change in sales for the business over time, as well as other key variables that may emerge during the course of future analyses.