



Town Council
Tuesday, May 10, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This will be an in-person meeting with access via Microsoft Teams. First time users of Teams will need to download the app,

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 469-770-0416,,370082038#](#) United States, Dallas

Phone Conference ID: 370 082 038#

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

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

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

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

CALL TO ORDER - 6:00 PM

ROLL CALL

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

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

PRESENTATION - 6:10 PM

1. Downtown Development Authority Update, Stephanie Owens - Downtown Colorado Inc.

CONSENT AGENDA - 6:20 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council*

deliberation.

1. Minutes - April 26, 2022
2. Minutes - May 3, 2022
3. Bill Pay - April 2022
4. A Joint Resolution of the Board of County Commissioners of the County of Eagle, State of Colorado and the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon and Vail, Proclaiming May 2022 as Wildfire Preparedness Month
5. A Request to Waive Fees for Land Use File # SU22-02: Mountain Tots Childcare Facility Special Use Permit
6. A Request for Approval of Change Order #15 for the Lower Basin Water Treatment Plant payable to MWH Constructors, Inc. in the amount of \$74,301.00
7. Resolution 41, Series 2022 "A Resolution Approving a Contract with JEV Inc. for Construction of the Eagle River Park Pavilion"

STAFF REPORTS - 6:25 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update
3. 2022 First Quarter Summary

BUSINESS ITEMS - 6:35 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: File #MS22-01, Minor Subdivision of Haymeadow Tract Z
 - a. Resolution 34, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Minor Subdivision of Haymeadow Tract Z"
2. PUBLIC HEARING: File #LURA22-03, Revised Sign Code
 - a. Ordinance 10, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Repealing and Reenacting Chapter 4.08 of the Eagle Municipal Code, the Town's Sign Code"
3. Resolution 38, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement.
4. Resolution 40, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Citizens to the Town Manager Community Panel"
5. A Request to Transfer Funds from Trail Construction to Trail Repair and Maintenance in the Open Space Budget for Tread Repair on Sections of the Pool and Ice Haymaker Trails
6. A Request for Direction on a Town of Eagle Proposal to Provide DDA Businesses with Broadband Connection Options

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:50 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



TOWN OF EAGLE

DOWNTOWN DEVELOPMENT AUTHORITY

PLAN OF DEVELOPMENT

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PLAN OF DEVELOPMENT OVERVIEW

PURPOSE OF THE DDA

Under ordinance number 599, the Eagle Town Council established a Downtown Development Authority known as the “Eagle Downtown Development Authority,” as a body corporate. By ordinance of the Town of Eagle, the Downtown Development Authority has all the powers authorized by Part Eight of Article 25 of Title 31, Colorado Revised Statutes 1973, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part Eight.

The Authority is established to halt and prevent deterioration of property values within its district and to assist in the development and redevelopment of its district and to use its power to promote the general welfare of the district by the use of its direct and supplemental powers.

PURPOSE OF THE PLAN OF DEVELOPMENT

A Downtown Development Authority (DDA) Plan of Development is an official public document expressing a community vision for the downtown area. The Town of Eagle’s DDA Plan of Development will outline key concepts and priorities for the downtown as well as identify opportunities and partnerships that will strengthen the downtown. The Plan will be used as a guide to inspire and shape future projects, policies, and action steps.

In 2021, The Town of Eagle DDA chose Downtown Colorado, Inc. (DCI) to provide administrative and planning support for the DDA Board of Directors and creation of the Plan of Development. DCI is a state-wide association representing Downtown Development Authorities and other commercial districts in Colorado. DCI provides advocacy, information, advisory services, and technical assistance to support vibrant downtowns in our state. DCI works with nearly 500 members and has provided over 100 downtown plans to Colorado communities.

The Downtown Development Authority and its associated Plan of Development should be a living and evolving policy document. The purpose of the plan is to coordinate the needs and priorities for the Downtown Eagle area in conjunction with broader Town of Eagle community goals by:

- Sharing the vision and values for Downtown
- Serving as a guide for policy and practical implementation
- Targeting resources



- Building understanding of partners and opportunities
- Capitalizing on the momentum of previous downtown work

PLAN OF DEVELOPMENT USES

The Plan of Development should inform decisions by the Downtown Development Authority (DDA), their counterparts at partner organizations, other Town Commissions, boards and committees, staff, key partners, residents, property owners, developers, and other stakeholders in the Downtown area.

- **Staff & Decision-Makers:** The Town, DDA and partner organizations should reference the Plan when developing work plans, allocating funding for programs and projects, reviewing development proposals, and adopting new regulations that impact Downtown.
- **Residents, Businesses & Property Owners:** Property owners, business owners, residents and community interest groups should use this Plan as the foundation for conversations with decision-makers and developers about the needs and priorities for Downtown.
- **Developers:** Applicants for building and development projects should reference the Plan when proposing new infill or redevelopment projects and as a starting point for a dialogue with neighbors and stakeholder groups about such proposals.
- **Partners & Other Stakeholders:** Private sector partners, non-profit organizations, and other partner organizations should review the Plan to better understand the community's vision and priorities for Downtown.

EAGLE DOWNTOWN EXISTING CONDITIONS

Downtown Broadway is a centrally located regional attraction for shopping, entertainment, culture, arts, public events, and offers a location for public gathering and community pride. This area should include special urban improvements to make vibrant and enjoyable public spaces. The Downtown area can include a mix of restaurants, bars, retail stores, offices, coffee shops, and civic services.

Development should encourage preservation of character, redevelopment, and infill; and should include above average standards for design. Renovation of older buildings are encouraged. This area is highly connected to surrounding neighborhoods through a safe, welcoming, pedestrian-oriented, and bicycle-oriented environment. It maintains access to an efficient multi-modal transportation network.

EAGLE DOWNTOWN ENGAGEMENT



The Town of Eagle and partners from non-profit, private business, and local residents have led an engaging community feedback process over a twenty-four-month period. The Town of Eagle began as a 2019 Colorado Challenge Accelerator Program Community with a primary focus on the best way to support Downtown Eagle. This process included engagement of a team of Eagle leaders in a three-day charrette to envision the future and outline action steps. A primary outcome of this effort was the direction to explore the types of management districts that could support the Downtown.

As a second engagement step, the Town of Eagle conducted a Downtown Assessment in 2019 to invite community participation in developing an approach for Downtown Eagle and the other commercial areas in the Town. The assessment included several days of public meetings with stakeholders from the residents, business community, partner organizations, homeowner groups and commercial district leaders, and the Town elected officials and staff. It was determined that a Downtown Development Authority would be the best type of organization and financing mechanism to support the priorities and vision for the downtown. The Town of Eagle comprehensive planning process, Elevate Eagle, completed and ratified in 2020, and the adopted downtown overlay reinforce the priority areas for the downtown as outlined in the Downtown Assessment document.

Following the broad engagement, a dedicated group of Eagle Downtown Champions formed the Downtown Business Alliance, a non-profit organization focused on the community building and revitalization of Eagle's Downtown. This non-profit group mounted an information campaign to communicate the goals for the Downtown Development Authority and to gather input and feedback from the community.



DOWNTOWN EAGLE STRATEGIC PRIORITIES

Following extensive outreach, surveys, and several planning initiatives that focus on the revitalization of Eagle's Downtown, the Town of Eagle and the Downtown Development Authority leadership identified the following areas as strategic priorities for a vital downtown.

Business Community Support

Consider opportunities to enhance access to services and capital for business, collect data, identify, and catalyze underutilized assets. Identify and provide critical infrastructure and support to promote and develop successful business needs.

Regulatory Environment

Streamlining solutions and minimizing barriers to build trust and investment from business and property owners. Aligning regulation and incentives to encourage public-private partnerships for investment in the community vision through infill, redevelopment, and re-use of existing buildings.

Communications

Imparting or exchanging of information or news with an image building and informational component that includes arts, culture, and recreation. Downtown brand identity is the combined messaging transmitted via content, diverse platforms, logos, style, and visuals.

Experience Economy

Encourage the realization of emotion and entrepreneurial opportunity through interactive activities, events, and makers components. Enhance a person's time spent in a place with a unique and memorable experience.

Access + Mobility

Assess the experience and accessibility of getting to and around downtown as a local or visitor. Focuses on multi-modal infrastructure and access in and around the downtown including parking, gateways, walkability, rideability, wayfinding + signage, etc.

Creative Placemaking

Establish a sense of place through the strategic integration of art, the environment, design, recreation, and cultural activities. Engage locals to produce authentic and distinctive planning and develop programming to foster a local love of place. Create a connection to the



community's sense of identity through visible symbols, messaging, and activities.

PARTNERS + ENGAGEMENT

Partners have played a key role in engaging downtown stakeholders and aligning priority areas to establish and maintain a vibrant downtown. The Eagle DDA will establish and maintain relationships and two-way communication with governmental, non-profit, and private partners who intersect with Eagle DDA strategic priorities to ensure collaboration and limit duplication of efforts.

TOWN OF EAGLE OPPORTUNITY AREAS

The DDA encourages redevelopment opportunity and concepts in a variety of locations throughout Downtown and in surrounding areas around the central business district that would benefit from reinvestment and add content, connection, or value to the Downtown. The DDA may support projects and opportunity sites that support the strategic priorities in and around downtown as proposed by the Town, partners, and the private sector.

All areas of the central business district should provide a safe, welcoming, pedestrian-oriented, and bicycle-oriented connected network. Residential development near the downtown should vary in price and size and can include apartments in vertical mixed-use buildings near Broadway Street. Development in downtown and surrounding areas in the central business district should encourage preservation of character and the Town's western heritage, redevelopment, and infill, and should include above-average standards for design. Renovation of older buildings and homes is encouraged.

METHODS OF FINANCING PROJECTS

In order to finance the projects and purposes of the DDA, the following financial sources are authorized to be utilized:

A. Property Tax Increment: All of that portion of property taxes in excess of the amount produced by the levy at the rate fixed each year by or for any public body upon the valuation for assessment of taxable property within the boundaries of the District last certified prior to the effective date of approval by the Town Council of this Plan or, as to an area later added to the boundaries of the District, the effective date of the modification of this Plan. This property tax increment shall be applied for a period not to exceed thirty years, or such longer period as provided for by C.R.S. § 31-25-807(3)(a)(IV), as amended.



All such taxes described in this paragraph A shall be adjusted, collected, allocated and used as set forth in C.R.S. § 31-25-807(3), as amended from time to time.

B. Proceeds of bonds of, loans or advances to, or indebtedness incurred by the City of Eagle secured by the pledge of one or more of the following revenues for the maximum period of time authorized by C.R.S. § 31-25-807(3) and other law:

- 1) The property tax increment described above
- 2) Membership fees;
- 3) Private contributions;
- 4) Proceeds of loans to the DDA;
- 5) Fees and other charges imposed in connection with projects undertaken by the DDA;
- 6) Grants and other funds made available by public agencies and other entities;
- 7) Other sources: as described below

C. Other sources: Such other sources of revenue for repayment of bonds, loans, advances or other indebtedness as may be authorized by law.

METHODS OF FINANCING OPERATIONS, MAINTENANCE, AND ADMINISTRATION

The DDA may utilize any revenue source allowed by law and approved by the City Council, including but not limited to C.R.S. 31-25-816, to pay for its operations, maintenance, and administrative costs and expenses.

PLAN MONITORING + EVALUATION

Monitoring and evaluating the success of activities guided by the Plan of Development will be tracked through a work planning process. The DDA Board of Directors will establish a work plan that will be updated as needed, prioritizing tactical activity in achievable one-to-three-year increments. The work plan will be reviewed on an annual basis by the Executive Director who will provide status updates and recommendations.

GETTING INVOLVED

The Eagle DDA invites participation from partners, community members, business, and property owners, etc. by speaking at monthly board meetings, online participation, and other forums for engagement. The DDA presence online will provide information and share the process and timing for communicating the content and purpose of the participation.



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT BOUNDARY



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY(DDA) PLAN OF DEVELOPMENT PAGE 8



RULES OF PROCEDURE OF THE EAGLE DOWNTOWN DEVELOPMENT AUTHORITY

ARTICLE 1.000

1.100 Establishment. Under ordinance number 599, Series of 2020, the Eagle Town Council established a Downtown Development Authority known as the "Eagle Downtown Development Authority," or the "Authority," as a body corporate.

1.200 Purpose. The Authority is established to halt and prevent deterioration of property values within its district and to assist in the development and redevelopment of its district and to use its power to promote the general welfare of the district by the use of its direct and supplemental powers.

1.300 Powers. By ordinance of the Town of Eagle (the "Town"), the Authority has all the powers authorized by Part 8 of Article 25 of Title 31, Colorado Revised Statutes, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8.

1.400 Seal. The Authority shall have a seal, which shall be circular in form and shall have inscribed thereon the name of the Authority and the word, "SEAL."

1.500 Offices. The Authority shall have the power to maintain an office within the boundaries of the Town.

1.600 Annual Budget. Each year the DDA Board shall consider and approve a budget pursuant to Section 3.550. After such approval, the budget shall be submitted to the Eagle Town Council for its approval.

ARTICLE 2.000

THE BOARD OF THE DOWNTOWN DEVELOPMENT AUTHORITY

2.100 Board Members. The Chair and the Members of the DDA Board shall manage the affairs of the Authority.

2.110 Membership. The number and terms of DDA Board Members shall be determined by resolution of the Eagle Town Council in accordance with C.R.S. § 31-25-805, as amended.

2.120 Members shall serve staggered terms and shall serve until their term ends. Members may be reappointed to serve a new four year term.



2.130 A member representing the Eagle Town Council shall serve at the pleasure of the Eagle Town Council.

2.140 Eligibility. Each DDA Board Member, except the representative from the Eagle Town Council, shall be appointed in accordance with eligibility requirements as stated in C.R.S. § 31-25- 806, as amended. No officer or employee of the Town, other than an appointee from the Eagle Town Council, shall be eligible for appointment to the DDA Board.

2.150 Compensation. All DDA Board Members, including the Chair, shall serve without compensation, but they may be reimbursed for actual and necessary expenses incurred on behalf of the Authority.

2.200 Vacancies. In the event of one or more vacancies or expiration of any one or more DDA Board Members' terms, the Authority may at a regular or specially called DDA Board Meeting, nominate a replacement DDA Board Member(s) for consideration by the Eagle Town Council. In the event a DDA Board Member's term expired, the DDA Board shall nominate him or her for an additional term or nominate a replacement.

2.210 Nominations. The Authority may nominate a prospective DDA Board member(s) to the Town Council at least sixty (60) days prior to the expiration of an existing DDA Board member's term. When a vacancy is created the Authority shall nominate a prospective DDA Board Member(s) promptly after it receives notice of the vacancy(ies). A DDA Board Member shall use their best efforts to give at least ninety (90) days advance notice of their intent to not renew their position or resignation.

2.220 Voting. DDA Board Members whose terms are being considered by the Authority for extension or replacement are disqualified to vote on nominations for extension or replacement for their own term.

2.230 Appointment. The Eagle Town Council is not obligated to appoint DDA Board Members nominated by the Authority and may appoint DDA Board Members of their own selection. However, should the Town Council fail to extend the term of, or replace, any existing DDA Board Member nominated by the Authority for term extension, such Board Member shall continue to serve as a DDA Board Member until a successor has been appointed and qualified.

2.240 Removal. After notice and a public opportunity to be heard, the DDA Board may request that a member(s) of the DDA Board be removed for cause by the Eagle Town Council. A DDA Board Member(s) may be removed by the Town Council for misfeasance, malfeasance, nonfeasance or any other violation of the public trust or affront of the dignity of the DDA Board.



2.300 Conflicts of Interest. If any person who is a DDA Board member or staff of the Authority is aware that the Authority is about to enter into any business transaction directly or indirectly with themselves, any member of their family, or any entity in which they have any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall (a) immediately inform those charged with approving the transaction on behalf of the Authority of their interest or position, (b) aid the persons charged with making the decision by disclosing any material facts within their knowledge that bear on the advisability of such transaction from the standpoint of the Authority, and (c) not be entitled to vote on the decision to enter into such transaction.

2.310 Annual Conflict of Interest Statement. Each DDA Board member and staff shall annually complete and submit a Conflict of Interest Statement declaring any potential conflict of interest with regards to Authority business.

2.320. Code of Ethics. Each DDA Board member and staff must additionally comply with the Town Code of Ethics, as amended.

ARTICLE 3.000

OFFICERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

3.100 Board Chair. The DDA Board Chair shall preside at all meetings of the Authority except as otherwise authorized by resolution of the Authority. The Chair shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chair shall submit such recommendations and information as deemed necessary for the proper administration of the business affairs and policies of the Authority. In the absence or disability of a Director, the DDA Board Chair shall assume all Director duties and responsibilities unless directed otherwise by DDA Board vote.

3.110 Election. At the first regularly scheduled meeting of the DDA Board in July of each year, a Chair shall be elected to preside at the meetings of the Authority with the full power to vote on any issue, except as otherwise provided herein. The Chair shall serve until election of a new Chair at the first regular meeting the following July, at which time the Chair may be renominated or a new Chair may be elected.

3.200 Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence, incapacity of the Chair, resignation or death of the Chair. The Vice-Chair shall perform the duties of the Chair until such time as the Authority shall select a new Chair. The Vice-Chair shall be elected in the same manner and at the same time as the Chair. An Interim Vice-Chair may



be elected to perform the duties of the Vice-Chair in the absence or incapacity of the Vice-Chair, if desired by the DDA Board.

3.300 Treasurer. The Treasurer shall keep the financial records of the Authority and, together with the Director, shall approve all vouchers for the expenditure of funds of the Authority. The Treasurer shall prepare and submit a monthly report stating the assets, liabilities and year-to-date and month-to-date expenditures of the Authority.

3.400 Secretary. The Secretary shall maintain custody of the official Seal and of all records, documents, or other papers not required to be maintained by the Treasurer. The Secretary shall attend all meetings of the DDA Board and keep a record of all its proceedings, file minutes with the Town Clerk of all regular and special meetings and shall perform such other duties as required by law, agreement with the Town Council or as may be delegated to them by the Director. The Secretary shall have power to affix the Authority's seal to and attest all contracts and instruments to be executed by the Authority.

3.500 Director. Pursuant to C.R.S. § 31-25-815, the Authority shall employ a Director. In the absence or disability of the Director, the DDA Board may designate a qualified person to perform the duties of the office of acting Director. The Director is an at-will employee and shall serve at the pleasure of the DDA Board. The DDA Board shall periodically, no less frequently than annually, review the Director's performance. The compensation to be paid to the Director shall be established by the DDA Board and budgeted accordingly.

3.510 Responsibility. The Director shall be the Chief Executive Officer of the Authority and shall have general supervision over and be responsible for the performance of the functions of the Authority. Subject to and in accordance with these Rules and direction by the DDA Board, the Director may expend funds in accordance with standard, generally accepted governmental accounting and fiscal management practices. The signature of the Director and the Treasurer shall be required for the payment of all expenses.

3.520 Staff. The Director shall be responsible for hiring and supervising a subordinate staff and for providing reports to the DDA Board. A staffing report shall be submitted monthly, which report shall include without limitation recommendations for staff hiring, separations, salaries and assigned duties of each staff member. Staff shall serve under the direction of the Director.

3.530 Bond. The DDA Board may require a bond from the Director, or, by resolution, waive the bond requirement.



3.540 Budget. The Director, working with the Treasurer, shall annually prepare a budget and submit it to the DDA Board for its approval, in accordance with applicable State law and Financial Management Rules for the Town. The budget shall indicate the amount of compensation to be paid staff and the amounts to be devoted to specific Authority projects.

3.550 Committees. The DDA Board, by resolution, may designate and appoint one or more committees, each of which shall consist of no more than two (2) DDA Board members and may contain members of the public. Committees shall have and exercise such authority as granted to them by such resolution; provided, however, no such committee shall have the power or authority to adopt an agreement of merger or consolidation or an agreement for the sale, lease or exchange of all, or substantially all, of the Authority's property and assets, dissolve the Authority or amend the rules of the Authority. Any member of a committee may be removed by the DDA Board, following notice and an opportunity to be heard, whenever in DDA Board's judgment the best interests of the Authority shall be served by such removal.

ARTICLE 4.000 MEETINGS

4.100 Regular Meetings. The regular meetings of the DDA Board shall be at such time and place as determined by the DDA Board. Regular meetings may be recessed and continued at another date. The Director shall send notice by electronic mail (e-mail) to each DDA Board member at least two (2) days in advance of each meeting stating the time and location within the Town where the meeting is to be held. By resolution, the DDA Board may direct that a regular meeting not be held, but in no event shall more than two (2) consecutive scheduled meetings be canceled. Regular meetings may be conducted in all or in part by electronic means by one or all DDA Board Members.

4.110 Attendance. In the event of the absence of a DDA Board Member for three (3) consecutive regular meetings, a letter may be written by the Director, at the direction of the Board, to the Eagle Town Council, requesting removal of that Board Member pursuant to Article 2.240 of these rules.

4.200 Special Meetings. Special meetings of the Authority may be called by the Chair or in the Chair's absence, the Vice-Chair, at a convenient place and time. The Director shall send notice by electronic mail (e-mail) to each DDA Board member at least two (2) days in advance of each meeting stating the time and location within the Town where the meeting is to be held.

4.300 Open Meetings. All meetings of the DDA Board shall be open to the public, except those that may lawfully be closed by law. Notice of all meetings of the DDA Board shall be posted on the Town's website at least



twenty-four hours (24) in advance, in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* All meeting notices shall include agenda information where possible.

4.400 Quorum. The quorum necessary to conduct all business shall be a majority of all DDA Board Members, including any present by electronic means.

4.500 Voting. All regular business matters shall be decided by a majority of the Quorum unless otherwise provided for in these Rules or by law.

4.600 Rules of Order. The Chair (or the Vice-Chair in the Chair's absence) will preside at meetings, unless otherwise approved by the DDA Board. Unless otherwise required by law, action of the DDA Board will be by motion or resolution duly made, seconded, and approved by a majority of the quorum present at a public meeting. A motion or resolution may be revised before adoption with the prior approval of the maker and seconder. DDA Board members will maintain respect and decorum at meetings. The public may speak at a meeting as allowed by the DDA Board or as required by law.

ARTICLE 5.000 CONTRACTS; FINANCE

5.100 Contracts. The DDA Board may authorize, by resolution, the Chair or the Director, consistent with the authority stated by the resolution, to enter into any contract or execute any instrument in the name of and on behalf of the Authority.

5.200 Finance

5.210 Deposits. All funds of the Authority will be deposited in a special account by the DDA Board Treasurer.

5.220 Vouchers. The Treasurer shall make payment of accounts from funds deposited to the credit of the Authority upon approval of the expenditure of Authority funds by the Director and the Treasurer.

5.230 Loans. No loans shall be contracted for on behalf of the Authority and no evidence of indebtedness shall be issued.

5.300 Property. The Authority may hold property in its name as directed by resolution of the Board and as permitted by C.R.S. § 31-25-801, *et seq.*, as amended.

5.400 Purchasing. Regardless of purchase price, all Authority purchases must comply with Town purchasing guidelines, as posted on the Town's website.



ARTICLE 6.000 AMENDMENTS

6.100 Amendments. These Rules may be amended at any regular or special meeting by a two-thirds vote of the entire DDA Board. All amendments to these Rules shall be reviewed in accordance with 8.100 and if approved, filed in the office of the Town Clerk.

ARTICLE 7.000 INDEMNIFICATION

7.100 Indemnification. Any of the Authority's officers, Directors and other employees may be indemnified or reimbursed by the Authority for reasonable expenses (including without limitation attorney fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which they are made a party by reason of his being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a DDA Board member, officer or employee of the Authority; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which they shall finally be adjudged to have been guilty or liable for gross negligence or willful misconduct or criminal acts in the performance of his duties to the Authority.

7.200 Insurance. The DDA Board may, upon affirmative vote of its Board of Directors, purchase insurance for the purpose of indemnifying the DDA Board Members, officers and other employees to the extent that indemnification is allowed in Section 7.100. The DDA Board and its Director may participate in the Town's insurance policies with the approval of the Town Council and the Town's insurance providers.

ARTICLE 8.000 APPROVAL OF RULES

8.100 Approval. Upon approval of these Rules by a two-thirds vote of all Members of the DDA Board, they shall be submitted to the Eagle Town Council for approval, and upon the approval of the Eagle Town Council shall be filed with the Town Clerk and all statutorily permissible acts previously taken by the Board and its Director shall be ratified and confirmed, by both the DDA Board and the Eagle Town Council.

ARTICLE 9.000 DISSOLUTION

9.100 Dissolution. Upon resolution by a two-thirds vote of all Members of the DDA Board, the DDA Board may request the Eagle Town Council to dissolve the Authority provided that all statutory requirements are satisfied.





MEETING MINUTES
Town Council
Tuesday, April 26, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with access via Microsoft Teams.

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF PRESENT

Jim White, Interim Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Tom Gosiorowski, Public Works Director
Joey Staufer, Police Chief
Carrie Buhlman, Lieutenant
Jessica Lake, Planner
Dennis Wike, Engineer
Brian Lieberman, Open Space Manager
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

Mayor Scott Turnipseed asked for a moment of silence for Alex Fritzler and his family.

PUBLIC COMMENT

Earnest Seager 115 Ring Neck, provided the council with an update on trail users and wildlife closure data from the Vail Valley Mountain Trails Alliance.

CONSENT AGENDA

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

1. Minutes - April 12, 2022
2. Resolution No. 35, Series 2022 "A Resolution Approving a Contract With DRC Construction Services Inc. For Sanitary Sewer System Cleaning"

3. Ordinance No. 07, Series 2022 “An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 9.12.050 of the Eagle Municipal Code Regarding Harassment”

STAFF REPORTS

1. Town Manager Update

Jim White provided an update to the Council regarding the special meeting and worksession on May 3 with Sam Light from CIRSA and selection of the town manager finalists. To avoid conflict with Planning Commission Jim requested an earlier start time of 3:30 p.m. Updated that a lease agreement with the Eagle Chamber will be on the next agenda for consideration. Also requested the council consider participation in the human bear conflict reduction grant and appropriating \$15,000 in a matching grant.

MOTION: Councilmember Ellen Bodenheimier motioned to the approve participation in the Colorado Parks and Wildlife Human-Bear Conflict Reduction Grant Program with matching funds up to \$15,000. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Staff provided clarification on the rate studies being conducted on wastewater and water. The current plan is for Raftelis to present studies to the Council on May 10th.

BUSINESS ITEMS

1. PUBLIC HEARING: Draft Regional Transportation Authority Intergovernmental Agreement, Bill Ray
Mayor Scott Turnipseed opened the public hearing for the Draft Regional Transportation Authority Intergovernmental Agreement.

Bill Ray presented this item.

Council comments: clarification on the need for Vail, Avon, Beaver Creek and Eagle County to approve the IGA and the ballot in order for the RTA to move forward. The infrastructure and assets from these entities are needed and would transfer to the RTA. Local participation will not affect Eagle’s current level of service. Discussion on the funding options for the ballot, which include a sales tax or visitor benefit tax applied to lodging. Additional information was provided that the airline funding through Vail Valley Partnership would cease if the ballot passes.

Mayor Scott Turnipseed opened public comment, there was not public comment.

2. PUBLIC HEARING: File #MS22-01, Minor Subdivision of Haymeadow Tract Z - *Request to CONTINUE or REMAND*

Mayor Scott Turnipseed opened File #MS22-01, Minor Subdivision of Haymeadow Tract Z - Request to CONTINUE or REMAND.

Jessica Lake, Planner presented this item.

MOTION: Councilmember Sarah Parrish motioned to continue File #MS22-01, Minor Subdivision of Haymeadow Tract Z until May 10, 2022. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

3. PUBLIC HEARING: File #LURA22-03, Amendment to Chapter 4.08 to Adopt a Revised Sign Code - *Request to CONTINUE until May 10, 2022*

MOTION: Councilmember Geoffrey Grimmer motioned to continue File #LURA22-03, Amendment to Chapter 4.08 to Adopt a Revised Sign Code until May 10, 2022. The motion was seconded and passed with a vote of 7 in

favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

4. American Rescue Plan Act (ARPA) Update and Identified Projects

Jill Kane Finance Director presented this item. Staff recommendation would be for the council pick one project that we can complete within the time frame.

Council comments: discussion regarding options for projects including electric charging stations and broadband infrastructure related to THOR. Council is interested in discussing further at the retreat in June.

Public Comment: request to include fiber infrastructure in any planned water main construction work within the town.

5. Open Space and Trails Master Plan Funding, Change Order

Brian Lieberman presented this item.

MOTION: Councilmember Janet Bartnik motioned to approve the change order to provide additional funds to SE Group for the Town of Eagle Open Space and Trails Master Plan to address public comment in an amount not to exceed \$6,000. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

2. Council Committee Updates

Councilmember Nick Sunday provided the committee has narrowed the town manager selection and will present finalists to the Council on May 3rd.

Councilmember Sarah Parrish provided she and Molly Furtado met with Jill Kane on ideas for streamlining the funding for community programming.

Mayor Scott Turnipseed thanked Public Works for the clean-up along Grand Avenue near the electronic sign.

ADJOURN - 7:05 PM

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



MEETING MINUTES
Town Council
WORK SESSION & SPECIAL MEETING
Tuesday, May 3, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

TOWN COUNCIL WORK SESSION & SPECIAL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person special meeting.*

WORK SESSION - 3:30 PM

PRESENTATION

1. CIRSA Council Training, Sam Light

SPECIAL MEETING CALL TO ORDER

Mayor Turnipseed called the meeting to order at 5:30 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

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

STAFF PRESENT

Jim White, Interim Town Manager
Jenny Rakow, Town Clerk
Lynette Horan, Human Resources Manager

COUNCILMEMBERS ABSENT

Geoffrey Grimmer

ADOPTION OF AGENDA

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

EXECUTIVE SESSION

Executive Session: To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)", concerning Town Manager candidates.

- 1.

MOTION: Councilmember Janet Bartnik motioned to enter into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations,

and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)", concerning Town Manager candidates. The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Parrish, and Sunday) and 0 opposed.

ADJOURN - 6:00 PM

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

BILL SCHEDULE**April 2022****GENERAL FUND****Town Council**

CEBT	Health & Insurance Benefits	\$	18.00
Executech Utah LLC	Computer Support		(0.36)
Motley Fabric	Community Requests - Quilt & Fiber Fair		599.00
Total Town Council		\$	616.64

General Government

Rocky Mountain Reserve LLC	Health & Insurance Benefits	\$	3.66
Amazon	Office Supplies		13.99
Staples	Office Supplies		19.99
Dell Marketing L.P.	Equipment (Non-Capital)		456.38
Insight Public Sector Inc.	Equipment (Non-Capital)		1,501.75
Staples	Communication & Transportation		4.99
Colorado Mtn. News Media	Recruitment		865.92
Employer's Council Services, Inc.	Professional Services		2,027.06
Hartman, Laura A	Professional Services		3,055.76
PR Studio	Professional Services		625.00
Hoffman, Parker, Wilson & Carberry PC	Legal - General		2,721.00
Executech Utah LLC	Computer Support		38.66
City Market	Meeting Expense		28.95
Costco	Meeting Expense		43.75
Total General Government		\$	11,406.86

General Administration

Berglund, Travis	Utility Overpayment Refund	\$	15.44
Helms, John	Utility Overpayment Refund		2.13
Johnson, Phyllis B.	Utility Overpayment Refund		15.86
Wolf, Connie	Utility Overpayment Refund		1.28
Chambers 700 LLC	Planning Deposit - Refund		1,000.00
Chambers 700 LLC	Planning Deposit - Refund		400.00
Colorado Onsite Vet	Planning Deposit - Refund		600.00
D&S Cattle Company	Planning Deposit - Refund		250.00
Eagle Ranch Assoc.	Planning Deposit - Refund		1,000.00
Gold Dust Capital Partners	Planning Deposit - Refund		400.00
Gordon, Stephen Or Linda Jean	Planning Deposit - Refund		600.00
MIM Investments LLC	Planning Deposit - Refund		240.00
Nudell, David	Planning Deposit - Refund		433.05
Turnipseed, Scott	Planning Deposit - Refund		2,873.50
Colorado State Treasurer	State Unemployment Payable		1,960.12
Colorado Department Of Revenue	Misc. Deductions Payable		450.00
Family Support Registry	Misc. Deductions Payable		146.76
Hernandez, Esmeralda	Facility Usage Deposit Refund		275.00
Saenz-Martinez, Andrea	Facility Usage Deposit Refund		375.00
Sendor, Paul	Building Permits Refund-Cancelled Permit		142.30
Vail Valley Charitable Fund	Special Duty Reimbursable		256.00
CEBT	Health & Life Ins. Payable		5,291.98
Rocky Mountain Reserve LLC	Health & Insurance Benefits		116.24
Standard Insurance Company	Disability Insurance		174.39
Amazon	Office Supplies		67.97

General Administration (Cont.)

Costco	Office Supplies	17.99
Insight Public Sector Inc.	Equipment (Non-Capital)	6,952.26
Pitney Bowes	Communication & Transportation	71.25
Colorado Mtn. News Media	Legal Notices	484.35
Amazon	Dues & Subscriptions	119.00
Employer's Council Services, Inc.	Dues & Subscriptions	135.00
Mailchimp	Dues & Subscriptions	97.99
Colorado Mtn. News Media	Recruitment	223.30
Indeed	Recruitment	52.83
Mountain Careers	Recruitment	37.10
Chase Paymentech	C.C. Transaction Fees	53.79
Xpress Bill Pay	C.C. Transaction Fees	17.93
Employer's Council Services, Inc.	Professional Services	780.00
Hoffman, Parker, Wilson & Carberry PC	Legal	1,240.35
Caselle, Inc.	Computer Support	3,329.41
Civic Plus	Computer Support	6,169.00
Executech Utah LLC	Computer Support	109.97
Red Canyon Café	Meeting Expense	43.80
Cirsa	Insurance - Pavilion	2,470.09
Total General Administration		\$ 39,492.43

Community Development

CEBT	Health & Insurance Benefits	\$ 8,067.02
Rocky Mountain Reserve LLC	Health & Insurance Benefits	158.80
Standard Insurance Company	Disability Insurance	221.81
Amazon	Office Supplies	32.95
Jb T-Shirts Silkscreen & Embroidery	Uniforms	94.00
Fleet Services	Gas & Oil	159.09
QR Code Generator	Dues & Subscriptions	191.88
Baseline Engineering Corporation	Professional Services	1,063.75
Clarion Associates, LLC	Professional Services	9,922.50
Eagle County Government	Professional Services	30.00
McCool Development Solutions, LLC	Professional Services	1,023.00
Certified Mail Labels	Planning Reimbursable	105.60
Colorado Geological Survey	Planning Reimbursable	275.22
Colorado Mtn. News Media	Planning Reimbursable	32.84
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	3,960.00
LRE Water	Planning Reimbursable	3,798.00
McCool Development Solutions, LLC	Planning Reimbursable	1,116.00
Hoffman, Parker, Wilson & Carberry PC	Legal	861.00
Executech Utah LLC	Computer Support	180.15
Meritage Systems	Computer Support	17,100.00
Embassy Suites	Travel Expense	1,183.00
Paper Wise	Contract Services	60.00
Sturm College Of Law	Tuition & Books	103.60
Total Community Development		\$ 49,740.21

Municipal Court

CEBT	Health & Insurance Benefits	\$ 243.00
Rocky Mountain Reserve LLC	Health & Insurance Benefits	4.77
Standard Insurance Company	Disability Insurance	6.82
Insight Public Sector Inc.	Equipment (Non-Capital)	260.39

Municipal Court (Cont.)

CAMCA	Dues & Subscriptions	40.00
Colorado Mtn. News Media	Recruitment	316.75
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
Hoffman, Parker, Wilson & Carberry PC	Legal	1,004.50
Caselle, Inc.	Computer Support	516.30
Executech Utah LLC	Computer Support	31.56
Johnson, Erik A.	Contract Payments	750.00
Total Municipal Court		\$ 4,674.09

Streets

CEBT	Health & Life Ins. Payable	\$ 3,256.47
Rocky Mountain Reserve LLC	Health & Insurance Benefits	138.76
Standard Insurance Company	Disability Insurance	208.84
Amazon	Office Supplies	4.60
Cintas Corporation	Office Supplies	50.64
King Soopers Customer Charges	Office Supplies	14.81
Quill Corporation	Office Supplies	36.06
Alpine Lumber Co.	Street Repair & Mtn Supplies	153.60
Colorado Barricade	Repair & Maintenance Supplies	502.50
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies	5,903.49
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	994.52
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	33.84
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	6.99
Lawson Products	Repair & Maintenance Supplies	1,239.02
Valley Electric Supply Inc	Repair & Maintenance Supplies	1,257.90
Vital Parts Inc	Repair & Maintenance Supplies	364.81
Wagner Equipment Co	Repair & Maintenance Supplies	19.74
Wylaco Supply Co	Repair & Maintenance Supplies	104.16
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	372.01
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	2,853.38
Fleet Services	Gas & Oil	2,240.22
Glenwood Springs Auto Parts Inc	Gas & Oil	135.84
Two Valley Tire LLC	Gas & Oil	220.20
Insight Public Sector Inc.	Equipment (Non-Capital)	1,450.60
Amazon	Communication & Transportation	1.20
Colorado Barricade	Communication & Transportation	42.25
Glenwood Springs Auto Parts Inc	Communication & Transportation	24.74
Lawson Products	Communication & Transportation	72.49
Vital Parts Inc	Communication & Transportation	36.10
Colo Dept Of Revenue	Dues & Subscriptions	17.05
Holy Cross Energy	Utility Services	18.86
Colorado Mtn. News Media	Recruitment	642.10
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	618.24
Two Valley Tire LLC	Repair & Maintenance Services	608.50
Utility Notification Center Of Colorado	Repair & Maintenance Services	32.93
Caselle, Inc.	Computer Support	107.47
Executech Utah LLC	Computer Support	87.76
Wagner Equipment Co	Winter Snow Equipment Rental	11,875.00
Wagner Equipment Co	Prepaid Expenses - Leases	3,125.00
Cirsa	Insurance	7,105.80
Total Streets		\$ 45,978.49

Public Safety

CEBT	Health & Life Ins. Payable	\$ 23,685.79
Rocky Mountain Reserve LLC	Health & Insurance Benefits	399.51
Standard Insurance Company	Disability Insurance	630.14
Amazon	Office Supplies	(13.50)
Gypsum Eagle Ace Hardware	Office Supplies	2.75
King Soopers Customer Charges	Office Supplies	37.16
Vistaprint	Office Supplies	38.00
Amazon	Operating Supplies	1,040.57
Galls, LLC	Operating Supplies	1,890.28
Pocket Press	Operating Supplies	299.70
Amazon	Uniforms	59.13
Galls, LLC	Uniforms	776.28
Mad City Outdoor	Uniforms	38.00
Safariland, LLC	Uniforms	507.85
Skaggs Companies, Inc	Uniforms	565.00
Amazon	Vehicle Repair & Maintenance Supplies	9.94
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	27.34
Family Dollar	Vehicle Repair & Maintenance Supplies	5.60
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	237.89
Fleet Services	Gas & Oil	3,016.84
Adamson Police Products	Equipment (Non-Capital)	4,188.00
Amazon	Equipment (Non-Capital)	283.19
Colorado Depart. Of Agriculture	Communication & Transportation	8.00
Federal Express Corp.	Communication & Transportation	37.72
Galls, LLC	Communication & Transportation	39.52
Mad City Outdoor	Communication & Transportation	8.95
Vistaprint	Communication & Transportation	8.99
AT&T Mobility	Utility Services	767.43
Doctors On Call	Recruitment	270.00
Forensic Truth Verification Group Inc	Recruitment	225.00
Indeed	Recruitment	255.51
Psychological Dimensions, PC	Recruitment	375.00
Eagle Lodge & Suites	Professional Services	165.60
King Soopers Customer Charges	Professional Services	5.00
Pedersen, Lori	Professional Services	138.00
Hoffman, Parker, Wilson & Carberry PC	Legal	688.50
Colorado Depart. Of Agriculture	Repair & Maintenance Services	72.00
White Water Express	Repair & Maintenance Services	105.05
Executech Utah LLC	Computer Support	53.63
Technovia Consulting	Computer Support	2,553.00
Tyler Technologies, Inc	Computer Support	521.67
Asobi Teppanyaki	Travel Expense	31.27
Clint's Bakery & Coffeehouse	Travel Expense	62.33
Columbine Café	Travel Expense	13.95
Grand Avenue Grill	Meeting Expense	27.90
King Soopers Customer Charges	Meeting Expense	29.93
Yeti's Grind	Meeting Expense	15.36
Dolan Consulting Group LLC	Tuition & Books	95.00
Police Technical	Tuition & Books	325.00
PRI Management Group	Tuition & Books	777.00
Eagle County Animal Control	Animal Control	10,540.00
Transunion Risk & Alternative Data Solut	Contract Payments	100.00

Public Safety (Cont.)

Cirsa	Insurance	(2,003.10)
Total Public Safety		\$ 54,038.67

Buildings & Grounds

CEBT	Health & Insurance Benefits	\$ 5,357.21
Rocky Mountain Reserve LLC	Health & Insurance Benefits	115.92
Standard Insurance Company	Disability Insurance	140.13
Amazon	Office Supplies	4.60
Cintas Corporation	Office Supplies	50.64
King Soopers Customer Charges	Office Supplies	14.81
Quill Corporation	Office Supplies	36.06
Alpine Lumber Co.	Repair & Maintenance Supplies	53.40
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	467.99
Paint Bucket	Repair & Maintenance Supplies	881.36
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	222.43
Fleet Services	Gas & Oil	1,038.31
Glenwood Springs Auto Parts Inc	Gas & Oil	31.16
Home Depot Credit Services	Equipment (Non-Capital)	2,200.28
Insight Public Sector Inc.	Equipment (Non-Capital)	1,339.02
Lowes	Equipment (Non-Capital)	329.00
Home Depot Pro	Janitorial Supplies	1,230.06
Amazon	Communication & Transportation	1.20
Pet Pick-Ups	Communication & Transportation	99.48
Black Hills Energy	Utility Services	4,837.69
Holy Cross Energy	Utility Services	870.31
Indeed	Recruitment	65.19
Jerry-master Janitorial	Janitorial Maintenance Contracts	2,158.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Rod's Painting Inc	Repair & Maintenance Services	4,400.00
Vail Honeywagon	Repair & Maintenance Services	213.41
Caselle, Inc.	Computer Support	107.47
Executech Utah LLC	Computer Support	59.24
G H Daniels III & Associates	Contract Payments	16,648.00
TK Elevator Corp.	Contract Payments	703.85
Total Buildings & Grounds		\$ 44,476.22

Information Center

CEBT	Health & Insurance Benefits	\$ 6.00
Costco	Operating Supplies	33.97
Executech Utah LLC	Computer Support	63.82
Total Information Center		\$ 103.79

Marketing & Events

CEBT	Health & Life Ins. Payable	\$ 2,073.80
Rocky Mountain Reserve LLC	Health & Insurance Benefits	49.45
Standard Insurance Company	Disability Insurance	61.34
Insight Public Sector Inc.	Equipment (Non-Capital)	2,827.03
Flywheel	Dues & Subscriptions	150.00
Canva	Computer Support	12.99
Executech Utah LLC	Computer Support	32.05
Always Mountain Time	Media	150.00

Marketing & Events (Cont.)

Markit Creative	Media	2,833.00
Mountain Lifestyle LLC	Media	5,000.00
Color Coffee Roasters	Meeting Expense	57.31
Yeti's Grind	Meeting Expense	12.12
Alzheimer's Association	Events	1,000.00
6 Million Dollar Band	Event Production	2,500.00
Airbound	Event Production	5,585.00
Eagle Valley Events Inc.	Event Production	1,500.00
Eagle Vineyard Church	Event Production	500.00
Event Rents	Event Production	173.50
Resort Entertainment/Resort Events	Event Production	4,775.00
Swank Motion Pictures	Event Production	495.00
Vail Valley Silent Discos LLC	Event Production	903.50
Wood & Steel Axe Company LLC	Event Production	825.00
Total Marketing & Events		\$ 31,516.09

Engineering

CEBT	Health & Life Ins. Payable	\$ 3,698.67
Rocky Mountain Reserve LLC	Health & Insurance Benefits	65.48
Standard Insurance Company	Disability Insurance	116.53
Amazon	Office Supplies	4.60
Cintas Corporation	Office Supplies	50.63
King Soopers Customer Charges	Office Supplies	14.81
Quill Corporation	Office Supplies	36.06
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	21.98
Fleet Services	Gas & Oil	51.28
Insight Public Sector Inc.	Equipment (Non-Capital)	2,454.88
Amazon	Communication & Transportation	1.20
Hoffman, Parker, Wilson & Carberry PC	Legal	123.00
Executech Utah LLC	Computer Support	36.96
Total Engineering		\$ 6,676.08

Information Technology

CEBT	Health & Life Ins. Payable	\$ 621.31
Rocky Mountain Reserve LLC	Health & Insurance Benefits	24.46
Standard Insurance Company	Disability Insurance	42.47
Amazon	Office Supplies	93.96
SHI International Corp	Office Supplies	756.00
SHI International Corp	Equipment (Non-Capital)	10,536.00
Century Link	Utility Services	8,041.39
Verizon Wireless, Bellevue	Utility Services	474.59
Executech Utah LLC	Computer Support	885.65
Mammoth Networks	Computer Support	1,327.98
Performance Enhancements, Inc.	Computer Support	10,197.04
TEC Integration, Inc.	Computer Support	100.00
Red Canyon Café	Meeting Expense	146.54
High Country Copiers	Contract Payments	138.21
US Bank Equipment Finance	Contract Payments	1,333.48
Xerox Business Solutions Southwest	Contract Payments	383.98
Total Information Technology		\$ 35,103.06

Total GENERAL FUND		\$ 323,822.63
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CAPITAL IMPROVEMENTS FUND

Sendor, Paul	Use Tax Refund-Cancelled Permit	\$ 120.00
Zehren And Associates, Inc	Grand Avenue Improvements	57,493.91
Mammoth Networks	Project THOR	95,132.19
Neucomm Solutions, LLC	Project THOR	28,348.47
Uptown Services LLC	Project THOR	2,000.00
Vero Fiber Networks LLC	Project THOR	12,620.25
Federal Express Corp.	Patrol Vehicles	236.18
PCS Mobile	Patrol Vehicles	16,414.92
Total CAPITAL IMPROVEMENTS FUND		\$ 212,365.92

WASTE WATER FUND

CEBT	Health & Life Ins. Payable	\$ 5,457.68
Rocky Mountain Reserve LLC	Health & Insurance Benefits	135.27
Standard Insurance Company	Disability Insurance	181.29
Amazon	Office Supplies	4.59
Gypsum Eagle Ace Hardware	Office Supplies	39.98
Western Slope Supplies Inc	Office Supplies	7.45
American Mechanical Services	Repair & Maintenance Supplies	4,336.00
Browns Hill Engineering	Repair & Maintenance Supplies	13.95
Eagle Lock & Key	Repair & Maintenance Supplies	152.00
Fastenal Company	Repair & Maintenance Supplies	160.55
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	10.93
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	216.35
Kaesar Compressors	Repair & Maintenance Supplies	672.00
King Soopers Customer Charges	Repair & Maintenance Supplies	59.85
USA Blue Book	Repair & Maintenance Supplies	340.00
Fleet Services	Gas & Oil	284.61
Insight Public Sector Inc.	Equipment (Non-Capital)	5,173.96
106 West Logistics	Communication & Transportation	200.00
Amazon	Communication & Transportation	1.19
American Mechanical Services	Communication & Transportation	65.00
Federal Express Corp.	Communication & Transportation	36.92
Kaesar Compressors	Communication & Transportation	40.21
USA Blue Book	Communication & Transportation	20.21
Western Slope Supplies Inc	Communication & Transportation	1.85
Water Environment Fed	Dues & Subscriptions	110.00
Black Hills Energy	Utility Services	9,995.47
Colorado Mtn. News Media	Recruitment	47.85
Indeed	Recruitment	11.32
Mountain Careers	Recruitment	60.95
Chase Paymentech	C.C. Transaction Fees	585.67
Xpress Bill Pay	C.C. Transaction Fees	313.81
LRE Water	Engineering	4,247.50
Mott Macdonald	Engineering	620.00
Denali Water Solutions LLC	Sludge Disposal	7,001.97
American Mechanical Services	Repair & Maintenance Services	2,054.00
Browns Hill Engineering	Repair & Maintenance Services	286.50
Utility Notification Center Of Colorado	Repair & Maintenance Services	32.94
Caselle, Inc.	Computer Support	517.79
Executech Utah LLC	Computer Support	108.34
Eagle River Water & Sanitation District	Testing & Permits	2,275.00

WASTE WATER FUND (Cont.)

SGS North America Inc	Testing & Permits	2,772.90
ABC-NV	Tuition & Books	100.00
American Mechanical Services	Contract Payments	808.00
B.A. Lawrence LLC	Contract Payments	3,120.00
Browns Hill Engineering	Contract Payments	698.20
CWRPDA	2011 CWRPDA Loan Payment	32,284.20
CWRPDA	Debt Service Interest	7,108.66
Total WASTE WATER FUND		\$ 92,772.91

WATER FUND

CEBT	Health & Insurance Benefits	\$ 9,561.15
Rocky Mountain Reserve LLC	Health & Insurance Benefits	185.93
Standard Insurance Company	Disability Insurance	264.39
Amazon	Office Supplies	4.59
Cintas Corporation	Office Supplies	50.62
King Soopers Customer Charges	Office Supplies	14.80
Quill Corporation	Office Supplies	36.07
Amazon	Operating Supplies	118.99
DPC Industries, Inc.	Operating Supplies	180.00
Western Slope Supplies Inc	Operating Supplies	44.40
Amazon	Repair & Maintenance Supplies	197.04
Grainger	Repair & Maintenance Supplies	327.30
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	607.75
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	381.29
Pipestone Equipment, LLC	Repair & Maintenance Supplies	587.00
United Rentals (North America) Inc	Repair & Maintenance Supplies	386.95
USA Blue Book	Repair & Maintenance Supplies	19.99
Fleet Services	Gas & Oil	755.99
Amazon	Equipment (Non-Capital)	586.16
Insight Public Sector Inc.	Equipment (Non-Capital)	7,881.80
Core & Main LP	Meters & Related Items/Resale	627.10
Gypsum Eagle Ace Hardware	Meters & Related Items/Resale	109.16
Amazon	Communication & Transportation	1.20
CH Diagnostic & Consulting Ser, Inc	Communication & Transportation	40.00
Federal Express Corp.	Communication & Transportation	1.20
Grand Junction Pipe & Supply	Communication & Transportation	35.00
Pipestone Equipment, LLC	Communication & Transportation	33.12
United Parcel Service, Inc.	Communication & Transportation	127.75
USA Blue Book	Communication & Transportation	18.07
AmeriGas	Utility Services	3,234.78
Black Hills Energy	Utility Services	182.14
Century Link	Utility Services	4,181.93
Holy Cross Energy	Utility Services	1,274.44
Colorado Mtn. News Media	Recruitment	47.85
Indeed	Recruitment	11.32
Mountain Careers	Recruitment	60.95
Chase Paymentech	C.C. Transaction Fees	911.05
Xpress Bill Pay	C.C. Transaction Fees	493.14
LRE Water	Engineering	450.00
Mott Macdonald	Engineering	730.00
360 Civil, Inc.	Repair & Maintenance Services	18,827.45
Hach Company	Repair & Maintenance Services	246.39

WATER FUND (Cont.)

Nottingham Excavating & Trucking Inc	Repair & Maintenance Services	10,710.00
Pipestone Equipment, LLC	Repair & Maintenance Services	1,674.55
Utility Notification Center Of Colorado	Repair & Maintenance Services	32.93
Vail Honeywagon	Repair & Maintenance Services	189.05
Eagle River Watershed Council	Water Quality Monitoring	12,000.00
CH Diagnostic & Consulting Ser, Inc	Testing & Permits	590.00
Eagle River Water & Sanitation District	Testing & Permits	162.50
Caselle, Inc.	Computer Support	517.79
Executech Utah LLC	Computer Support	145.60
ABC-NV	Tuition & Books	100.00
Browns Hill Engineering	Contract Payments	2,792.80
Mott Macdonald	Tank Replacement	12,637.50
MWH Constructors Inc.	Retainage Payable	968,660.00
MWH Constructors Inc.	Lower Basin Water Treatment	426,535.00
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	64,626.71
Total WATER FUND		\$ 1,555,210.68

REFUSE FUND

CEBT	Health & Insurance Benefits	\$ 2.00
Chase Paymentech	C.C. Transaction Fees	130.15
Xpress Bill Pay	C.C. Transaction Fees	71.73
Caselle, Inc.	Computer Support	517.77
Vail Honeywagon	Contract Services	52,127.33
Total REFUSE FUND		\$ 52,848.98

SALES TAX CAPITAL IMPROVEMENTS FUND

Bushong & Holleman PC	Legal	\$ 110.00
Hoffman, Parker, Wilson & Carberry PC	Legal	605.00
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 715.00

CONSERVATION TRUST FUND

SE Group	Professional Services	\$ 3,732.50
Total CONSERVATION TRUST FUND		\$ 3,732.50

OPEN SPACE FUND

CEBT	Health & Insurance Benefits	\$ 1,023.54
Rocky Mountain Reserve LLC	Health & Insurance Benefits	35.25
Standard Insurance Company	Disability Insurance	57.18
Fleet Services	Gas & Oil	70.96
Insight Public Sector Inc.	Equipment (Non-Capital)	301.29
Hoffman, Parker, Wilson & Carberry PC	Legal	205.00
Jerry-master Janitorial	Repair & Maintenance Services	170.00
Vail Honeywagon	Repair & Maintenance Services	185.09
Executech Utah LLC	Computer Support	20.31
Mountain Pest Control, Inc.	Weed & Pest Control	490.00
Co Parks & Wildlife Reg.	Tuition & Books	200.00
Alpine Lumber Co.	Trail Construction	3,537.27
Total OPEN SPACE FUND		\$ 6,295.89

DOWNTOWN DEVELOPMENT AUTHORITY FUND

Colibri Digital LLC	Professional Services	\$ 3,255.00
Total DOWNTOWN DEVELOPMENT AUTHORITY FUND		\$ 3,255.00

TOTAL	\$ 2,251,019.51
PAYROLL	\$ 543,384.20
GRAND TOTAL	\$ 2,794,403.71

**Agenda Item Details**

Meeting Jan 01, 2050 - *****Signature Workflow*****

Category A. BoCC Signature

Subject Wildfire Preparedness Month Joint Resolution

Access Public

Type Action (Consent)

Preferred Date Apr 26, 2022

Absolute Date May 03, 2022

Fiscal Impact No

Recommended Action Approve

Goals Goal 3. Eagle County Protects the Natural Environment
Strategic Plan

Public Content

Prepared By: Katie Jenkins

Department: Wildfire Mitigation

Executive Summary:

Eagle County and the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon and Vail, have determined that they share the common goals of wildfire risk reduction, wildfire preparedness and public education; and that collaboration in these areas will lead to unified and fire-adapted communities throughout Eagle County and surrounding areas. Wildfire Preparedness Month is focused on encouraging residents to learn about wildfire safety and take steps to reduce wildfire risk in and around their homes.

Reviewing Attorney: Beth Oliver

APPROVED AS
TO FORM:

- **BoCC signature?:** yes

DocuSigned by:

Beth Oliver

7646B35E8E3C419...

[Wildfire Preparedness Month Resolution.pdf \(70 KB\)](#)

Administrative Content**Executive Content**

Commissioner _____ moved adoption
of the following Resolution:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EAGLE, STATE OF COLORADO**

RESOLUTION NO. 2022 - _____

**A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF EAGLE, STATE OF COLORADO AND THE TOWNS OF GYPSUM,
MINTURN, EAGLE, REDCLIFF, AVON AND VAIL, PROCLAIMING MAY 2022 AS
WILDFIRE PREPAREDNESS MONTH**

WHEREAS, twenty of Colorado’s largest wildfires have occurred within the last twenty years. Four out of the five largest fires in state history have occurred within the last three years, including the most destructive fire in state history just 5 months ago; and

WHEREAS, warmer temperatures, drought, and continued development in the wildland-urban interface have made wildfire mitigation a top priority for Eagle County and surrounding jurisdictions; and

WHEREAS, Eagle County (the “County”) and the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon and Vail (the “Towns”) have determined that they share the common goals of wildfire risk reduction, wildfire preparedness and public education; and that collaboration in these areas will lead to unified and fire-adapted communities throughout Eagle County and surrounding areas; and

WHEREAS, Wildfire Preparedness Month is focused on encouraging residents to learn about wildfire safety and take steps to reduce wildfire risk in and around their homes; and

WHEREAS, the undersigned desire to join in support of Wildfire Preparedness Month and to designate May 2022 as Wildfire Preparedness Month in Eagle County and in the participating Towns.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EAGLE, STATE OF COLORADO (the “BOARD”) AND THE TOWN OF GYPSUM, MINTURN, EAGLE, REDCLIFF, AVON AND VAIL, by and through their governing bodies:

THAT, May 2022 is hereby designated as Wildfire Preparedness Month in Eagle County and in the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon and Vail, Colorado.

THAT, the Board and the Towns hereby find, determine and declare that this Resolution is necessary for the safety, welfare, and resilience of the residents of the County of Eagle, State of Colorado and the Towns of Gypsum, Minturn, Eagle, Redcliff, Avon and Vail, Colorado.

MOVED, READ AND ADOPTED by the undersigned on the dates set forth hereunder.

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Clerk to the Board of
County Commissioners

By:

Jeanne McQueeney
Chair

Kathy Chandler-Henry
Commissioner

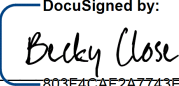
Matt Scherr
Commissioner

Commissioner _____ seconded adoption of the foregoing resolution. The roll
having been called, the vote was as follows:

Commissioner McQueeney
Commissioner Chandler-Henry
Commissioner Scherr

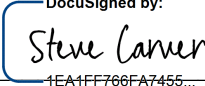
This resolution passed by _____ vote of the Board of County Commissioners of
the County of Eagle, State of Colorado

ATTEST:

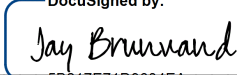
DocuSigned by:


803F4CAF2A7743E...
Becky Close, Town Clerk

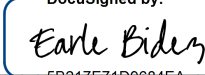
TOWN OF GYPSUM, COLORADO

DocuSigned by:

By: _____
1EA1FF766FA7455...
Steve Carver, Mayor

ATTEST:

DocuSigned by:

5B217E71D9684EA...
Jay Brunvand, Town Clerk

TOWN OF MINTURN, COLORADO

DocuSigned by:

5B217E71D9684EA...
By: Earle Bidez, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO

By: Scott Turnipseed, Mayor

ATTEST:

Melissa Mathews, Town Clerk

TOWN OF REDCLIFF, COLORADO

By: Duke Gerber, Mayor

ATTEST:

Brenda Torres, Town Clerk

TOWN OF AVON, COLORADO

By: Sarah Smith Hymes, Mayor

ATTEST:

Tammy Nagel, Town Clerk

TOWN OF VAIL, COLORADO

By: Kim Langmaid, Mayor



To: Mayor and Town Council

From: Tez Hawkins, Planner, Community Development

Date: May 10, 2022

Agenda Item: File# SU22-02, Mountain Tots Preschool Special Use Permit Fee waiver

REQUEST: Waiver of the \$1,200 Special Use Permit fees for the upcoming Mountain Tots Preschool application

BACKGROUND: The Applicant's previous Special Use Permit application, file # SU22-01 at 641 McIntire Street, was withdrawn due to an unforeseen conflict between the Town's Land Use Code hearing procedures, Section 4.05.010.B.3, and the Applicant's property sale agreement. The aforementioned conflict created a need for an additional hearing with the Planning and Zoning Commission and prolonged a hearing with Town Council. The extra time needed to conduct these hearings exhausted the time agreed upon between the Applicant and the property seller at 641 McIntire Street.

ANALYSIS: According to the Town of Eagle Fee schedule, Special Use permit fees are \$600 plus a \$600 deposit. If approved, all fees anticipated (staff and attorney) will be covered by the Town. Attorney fees should be limited to the time spent creating the resolution if the Special Use Permit is approved. Staff suggests that approval should cap the amount of waived attorney fees at \$600. In other words, any Town of Eagle attorney fees over \$600 will have to be paid by the Applicant.

COMMUNITY INPUT: None for the fee waiver request.

BUDGET / STAFF IMPACT: The \$1,200 waived will be covered under the Community Development Department budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: None.

RECOMMENDED ACTION OR PROPOSED MOTION: "I move to approve the waiver of the application fees for File# SU22-02, the Special Use Permit for a Childcare facility at 224 Wall Street, with a not to exceed the amount of \$600 for the Town of Eagle Attorney fees."

ATTACHMENTS:

- Applicant's Waiver Request

From: [Meghan Wilson](#)
To: [Chad Phillips](#); [Peyton Heitzman](#); [Tez Hawkins](#)
Cc: [Brooke Gagnon](#)
Subject: Special Use Permit
Date: Sunday, April 10, 2022 12:20:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Folks,

Happy to report we under contract on a new property. This property is in the CBD but I do understand we need to file a special use permit. There was an ILC done on the property in 2000, do we need another one or can we use that for our special use permit. I am going to get the application completed again as well. I am asking that the Town waive the special use permit fee since we just paid that. The property address is 224 Wall Street.

Can you advise if I need to do anything different for this process?

Thank you!

Meghan Wilson meghanw@mtnwst.com
Mountain West Insurance & Financial Services, LLC
201 Centennial, 4th Floor
Glenwood Springs, CO 81601
(970) 945-9111 main office line
(970) 384-8239 direct line
(970) 945-2350 fax
www.mtnwst.com

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PLEASE NOTE THAT INSURANCE COVERAGE CAN NOT BE BOUND OR MODIFIED WITHOUT WRITTEN CONFIRMATION FROM MOUNTAIN WEST INSURANCE & FINANCIAL SERVICES, LLC.



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: May 10, 2022

Agenda Item: A Request for Approval of Change Order #15 for the Lower Basin Water Treatment Plant payable to MWH Constructors, Inc. in the amount of \$74,301.00

REQUEST: Request for approval of this Change Order #15 to move us closer to the close out of the construction and completion of the Lower Basin Water Treatment Plant.

BACKGROUND: SGM Engineering gives notice "Notice of Acceptability of Work" to the Town of Eagle, CO and MWH (Contractor) that the Engineer recommends final payment to the Contractor and that the work furnished and performed by the Contractor under the Construction Contract is acceptable. Following execution of the Change Order #15, the Town will distribute fully-executed copies back to the parties and then submit the change order to the State Revolving Fund (SRF). Subsequently, publication will be made in the Eagle Valley Enterprise on two occasions to assure no claims or liens are pending.

ANALYSIS: This will culminate the construction of the Lower Basin Water Treatment Plant and serve as final payment to the Contractor for services rendered.

COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT: The guaranteed maximum price (GMP) under the original MWH contract was \$22,938,752. The GMP through change order 14 was \$24,878,554. Change order 15, the final change order for the LBWTP project, reduces the overall GMP by \$311,411, putting the final cost of the contract at \$24,567,143. This is an overall increase of \$1,628,391 from the original contract. The Town has already expensed \$24,492,843. With this final change order, our final payment amount will be \$74,300. The Town is currently holding an additional \$234,655 in retainage. This puts the total cost of the project at approximately \$27,425,000 without debt service and \$32,665,000 with debt service. Funds were not rolled over from 2021 for the LBWTP project. Consequently, the Council will need to appropriate funds for the LBWTP during the next 2022 supplemental budget process.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The construction of the Lower Basin Water Treatment Plant meets the Town's strategic goal to "Match Infrastructure to the Quality of Life" in the Town of Eagle. The new Water Treatment Plant provides an expansion of the Town's ability and capacity to provide good quality water to the residents of Eagle into the future, especially as the Town and its population increase in size and need.

RECOMMENDED ACTION OR PROPOSED MOTION: I move to Approve (or Deny) payment of Change Order #15, final payment to the Contractor (MWH) for construction of the Lower Basin Water Treatment Plant, and authorize the Town Manager to sign.

ATTACHMENTS:

1. CO-No15-MWH Signed
2. LowerBasinWTP-SGMNoticeOfAcceptabilityStamped-05042022

Section 00941
CHANGE ORDER

No. 15

Date of Issuance: 4/29/2022

Effective Date: 4/29/2022

Project: Eagle LBWTP	Owner: Town of Eagle	Owner's Contract No.: LBWTP Cost Plus Agreement
Contract: Lower Basin Water Treatment Plant Cost Plus Agreement	Date of Contract: June 29 th , 2018	
Contractor: MWH Constructors, Inc.	Engineer's Project No.: 2011-318.001	

The Contract Documents are modified as follows upon execution of this Change Order

Description:

See Change Order Purpose & Summary Notes (starts on Pg. 4), attachments, and referenced WCDs

Attachments (list documents supporting change):

Line Item Cost Estimates for scope change items.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP)

Change to Overall GMP:	Change to Cost of the Work:	Change to Contractor's Fee: ¹			Change to Allowances:
		Total Max. Fee Change	Fixed Fee Change at 9%/6.25% of Cost of Work Change	Max. Add'l Fee to Earn at 9%/6.25% of Allowance Spend	
(\$311,411)	\$0	(\$1,061)	\$0	(\$1,061)	(\$310,350)

Cost of the Work	Contractor Fee, Total Maximum	Contractor Fee, Fixed Fee Portion	Contractor Fee, Max. Add'l to Earn on CO Allowances
Original Cost of the Work	Original Max. Fee	Original Fixed Fee	Orig. Add'l Fee to Earn
\$21,603,147	\$1,335,605	\$1,335,605	\$0
[Increase] [Decrease] to Cost of Work from Prior COs No. <u>1</u> to No. <u>14</u> .	[Increase] [Decrease] to Max. Fee from Pri- or COs No. <u>1</u> to <u>14</u> .	[Increase] [Decrease] to Fixed Fee from COs No. <u>1</u> to No. <u>14</u> .	[Increase] [Decrease] to Max. Add'l Fee to Earn in COs No. <u>1</u> to No. <u>14</u> .
\$1,102,881	\$119,759	\$118,698	\$1,061
Cost of the Work prior to this Change Order	Max. Fee prior to this Change Order	Fixed Fee prior to this Change Order	Max. Add'l Fee to Earn prior to this CO
\$22,706,028	\$1,455,364	\$1,454,303	\$1,061
[Increase] [Decrease] of this CO to Cost of Work	[Increase] [Decrease] of this CO to Max. Fee	[Inc.] [Dec.] of this CO to Fixed Fee	[Inc.] [Dec.] of this CO to Max. Add'l Fee Earn
\$0	\$1,061	\$0	\$1,061
Cost of the Work incorporating this CO	Max. Fee incorporat- ing this Change Order	Fixed Fee incorporat- ing this CO	Max. Add'l Fee to Earn incorporating this CO
\$22,706,028	\$1,454,303	\$1,454,303	\$0

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

00941-1 of 8

1. Actual change in the Contractor's Fee as a result of this CO will be the change in the fixed fee portion (= 9.0%/6.25% of the change in the Cost of Work items – see SC 11.04.C), plus 9.0%/6.25% of the actual spending against any new Allowance sums identified herein.

CHANGE IN GUARANTEED MAXIMUM PRICE (GMP), CONT'D

Allowances ²	Overall GMP
Original Allowances	Original Overall GMP
\$0	\$22,938,752
[Increase] [Decrease] to Allowances from Prior Change Orders: No. <u>1</u> to No. <u>14</u> .	[Increase] [Decrease] to Overall GMP from Prior Change Orders: No. <u>1</u> to No. <u>14</u> .
\$717,162	\$1,939,802
Total Allowances prior to this Change Order	Overall GMP prior to this Change Order
\$717,162	\$24,878,554
[Increase] [Decrease] of this Change Order to Total Allowances	[Increase] [Decrease] of this Change Order to Overall GMP
\$310,350	\$311,411
Total Allowances incorporating this Change Order	Overall GMP incorporating this Change Order
\$406,812	\$24,567,143

2. Values shown are indicative of those Allowances accounted for separately from the Cost of Work. In the original contract, all the Allowances were accounted for in the Cost of Work total. With CO No. 3 the original contract allowances (\$698,946) and those from CO No. 1 (\$18,216), which total \$717,162, became accounted for in a separate Allowances item.

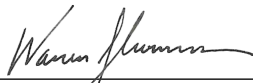
CHANGE IN CONTRACT TIMES

Original Contract Times	☐ Working days ☒ Calendar days
Substantial Completion (days or date).	<u>July 11th, 2020</u>
Ready for final payment (days or date).	<u>September 11th, 2020</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>14</u> .	
Substantial completion (days or date).	<u>168.5</u>
Ready for final payment (days or date).	<u>168.5</u>
Contract Times prior to this Change Order	
Substantial completion (days or date).	<u>Dec. 27th (mid-day), 2020</u>
Ready for final payment (days or date).	<u>Feb. 27th (mid-day), 2021</u>
[Increase] [Decrease] of this Change Order	
Substantial completion (days).	<u>10</u>
Ready for final payment (days).	<u>10</u>
Contract Times with all approved Change Orders	
Substantial completion (days or date).	<u>Jan. 6th (mid-day), 2021</u>
Ready for final payment (days or date).	<u>Mar. 9th (mid-day), 2021</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: 04/29/2022

Date: _____

Date: 5/3/22

Approved by Funding Agency (if applicable):

By: _____

Funding Agency (Authorized Signature)

Date: _____

CHANGE ORDER PURPOSE & SUMMARY NOTES

This Change Order accomplishes the following:

- Makes Contract Allowance funds available to the Contractor as compensation for certain scope changes:
 - o authorized previously through written Work Change Directives listed herein, which were issued during active construction of the Work.
 - o authorized verbally by Town staff during active construction of the Work.

These Contract funds are made available by creating a new Allowance established in an amount of \$74,301 to cover costs from the scope changes described herein and reducing the value of the Dewatering Allowance by the same amount.

- Reduces final Contract values for Allowances (due to unused allowance balances) so that the final Contract Price reflects the amount the Contractor will have received, in total, under the Contract upon Final Payment.
- Adjusts Contract Times based on the Critical Path schedule impact approved for WCD-78.

This Change Order 15 is expected to be the final CO for the project. The final pricing adjustments are being handled herein through establishment of a new contract Allowance (and reducing the value of the Dewatering Allowance) in order to cover the net increase in compensation due the Contractor for the scope changes described herein. This approach was selected, instead of adjusting Cost of Work and Fee GMP components, to simplify the final invoicing process by avoiding unnecessary administrative burden of adjusting numerous Schedule of Values items. The table on the following page summarizes the original Contract Allowances, adjustments made to Allowances through prior approved Change Orders, plus those made with this Change Order 15, and the final Contract values of the Allowances.

Note that \$1,061 of allowance was built into the Fee GMP component with Change Order No. 1 and accounted for under this line item in all subsequent Change Orders (including this one). The use of these funds has been contingent upon the Contractor needing to spend some of the \$18,216 in CO No. 1 allowance money to cover additional costs of the CO No. 1 work, which the Contractor never incurred. Therefore, there is \$1,061 of unspent Fee GMP component which is being removed from the Contract Price with this Change Order. This is the reason for the last line in the table below. The Contractor, in its pay applications, has consistently tracked this amount as an allowance separate from the Fee.

Allowances Change Summary Table

Contract Allowance Item	Item Contract Value prior to CO-15	Item Contract Value Change with CO-15			Final Allowance Item Contract Value with this CO-15
		To Create a New CO-15 Allowance Item	To Adjust for Unused Allowance Item Balances	Total Change	
A. Dewatering	\$298,946	(\$74,301)	(\$119,741)	(\$194,042)	\$104,904
B. Office Furniture & Equipment	\$40,000	--	(\$17,628)	(\$17,628)	\$22,372
C. Laboratory Equipment	\$75,000	--	(\$44,510)	(\$44,510)	\$30,490
D. Startup Chemicals	\$45,000	--	(\$45,000)	(\$45,000)	--
E. Earthwork	\$40,000	--	(\$40,000)	(\$40,000)	--
CO-1 Allowance Work	\$18,216	--	(\$18,216)	(\$18,216)	--
CO-10 Extended Gen. Conditions	\$200,000	--	(\$25,255)	\$200,000	\$174,745
CO-15 Items*	N/A	+\$74,301	--	+\$74,301	\$74,301
Totals	\$717,162	--	(\$310,350)	(\$310,350)	\$406,812
CO-1 Add'l Fee Allowance	\$1,061	--	(\$1,061)	(\$1,061)	--
Total Change, including CO-1 Add'l Fee Allowance				(\$311,411)	

* See the CO-15 Cost Change Summary Table on Page 8

The following summarizes scope changes made to the Contract through prior approved Work Change Directives (details of scope change can be found in those referenced documents), or as described herein for the additional coatings and raw water pump motors work. Line item cost breakdowns are included as backup following the scope summaries below.

WCD-26 (Contractor PCO-91)

Misc. Process and Drain/Waste/Vent Piping Scope Changes & Additions

Design clarifications were issued in WCD-26, which resulted in additional scope for the Contractor. This included: additional pipe and fittings for chemical feed lines, sample lines, and air scour lines; additional fittings at chemical injection points and sample taps on the CIP system; upsizing and additional fittings for waste vaults vent piping; additional fittings for roof drain piping in raw water area; flange fillers on SS membrane piping at butterfly valves; and an additional 4" DI 90-degree bend fitting on the sludge line from Sedimentation Basin #1.

Amount: \$60,429

WCD-31 (Contractor PCO-95)

Multiple Miscellaneous Additional Scope Items

Design clarifications were issued in WCD-26 which resulted in additional scope for the Contractor. This included: a cleanout on a buried 6" drain line in yard; additional roof joist bridging to account for locations where CMU walls interrupted these; shift in location of a structural column due to joist location conflict; additional 1" SS compressed air lines to CIP and membrane influent/drain areas; CIP batch tank vent pipe addition; modifications to the raw water streaming current panel; and an electrical power circuit for CP-5 from distribution panel 2B.

Amount: \$74,439

WCD-78 (Contractor PCO-145)

Additional Contract Time & Extended General Conditions Costs for Adding CIP Chemical Storage Tanks, Piping and Venting

The work under WCDs 78 and 78A resulted in a ten calendar-day increase in the Contract Times. This work added dedicated chemical storage tanks and associated piping and venting in order to eliminate chemical drum change-outs and minimize materials handling concerns. The Contractor incurred additional General Conditions-related expenses as a result of this schedule extension.

Amount: \$27,971

WCD-85

Irrigation & Landscaping Scope Reduction

WCD-85 removed the permanent irrigation system and landscaping scope from the Contract. Note the scope for revegetation of disturbed areas was not removed from the Contract. The Town intends to complete landscaping and irrigation work under a separate contract.

Amount: \$131,271 Credit

Additional Interior CMU Wall Coating Scope

Epoxy coating was added to the interior CMU walls of the following areas at the request of the Town: finished water pump room, sodium hypochlorite room, and north stairwell.

Amount: \$27,387

Repair/Replacement of Two Raw Water Pump Motors

Motors on Raw Water Pumps No. 1 and No. 3 failed after startup and testing. The exact cause of the motor failures was unable to be established with certainty. The Contractor incurred cost to repair one motor and replace the other. The Contractor and Town agreed to share the costs.

Amount: \$15,345

CO-15 Scope-Driven Cost Change Summary:

Item	Cost
WCD-26 (Contractor PCO-91) Misc. Process and Drain/Waste/Vent Piping Scope Changes & Additions	\$60,429
WCD-31 (Contractor PCO-95) Multiple Miscellaneous Additional Scope Items	\$74,439
WCD-78 (Contractor PCO-145) Additional Contract Time & Extended General Conditions Costs for Adding CIP Chemical Storage Tanks, Piping and Venting	\$27,971
WCD-85 Irrigation & Landscaping Scope Reduction	(\$131,271)
Additional Interior CMU Wall Coating Scope	\$27,387
Repair/Replacement of Two Raw Water Pump Motors	\$15,345
Total	\$74,301

END

Attachments:

Line item cost estimates for the changes identified in this CO.

NOTICE OF ACCEPTABILITY OF WORK

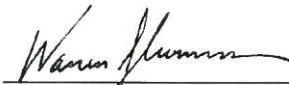
Owner:	Town of Eagle, CO	Owner's Project No.:	ES.17.03773
Engineer:	SGM	Engineer's Project No.:	2011-318.001
Contractor:	MWH Constructors, Inc.	Contractor's Project No.:	30504789
Project:	Lower Basin Water Treatment Plant		
Contract Name:	Lower Basin WTP Construction Contract (Cost-Plus), effective June 29, 2018		
Notice Date:	May 4, 2022		

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor (upon Engineer's signature of final payment application) , and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated February 22, 2011 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

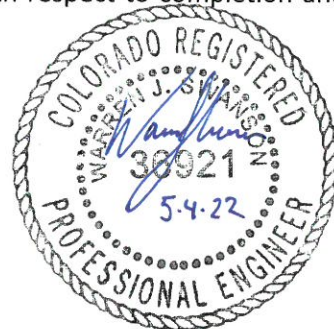
Engineer

By (signature):



Name (printed):

Warren J. Swanson, PE
Project Mgr. & SGM President



EJCDC® C-626, Notice of Acceptability of Work.

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and American Society of Civil Engineers. All rights reserved.

Page 1 of 1



To: Mayor and Town Council
From: Tom Gosiorowski, PE, Public Works Director
Date: May 4, 2022
Re: Approval of Construction Contract for Eagle River Park Pavilion

REQUEST:

Staff is requesting the Council approve entering into a construction contract with JEV Inc. for construction of the Eagle River Park Pavilion structure.

INTRODUCTION:

Staff, in conjunction with the consulting firm NV5, solicited bids for the Pavilion construction. Two bids were received: JEV inc. for \$239,910 the other from Phoenix Construction for approximately \$830,000.

BUDGET/STAFF IMPACT:

The Town has budgeted \$465,331 in the Sales Tax Capital Improvement Fund – Capital Expenditures in FY2022 for this project. Expenses incurred under this agreement will be paid from this appropriation. The anticipated project budget is included with this memo.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Resolution No. 41, Series 2022, a resolution of the Town Council of the Town of Eagle, Colorado, approving entering into a construction contract between JEV Inc. and the Town of Eagle.

ATTACHMENTS:

Resolution 41, Series 2022

Pavillion Structure and Restroom Solar		
Category		Budget Cost
Soft Costs		
	Project Management	\$ 7,000
	Design Oversight	\$ 10,400
Soft Cost Subtotal		\$ 10,400.00
Hard Costs		
	Permit Fees	\$ 1,000
	Pavillion Structure	\$ 239,910
Hard Cost Subtotal		\$ 240,910.00
	Contingency 10%	\$ 24,091.00
PROJECT TOTAL		\$ 275,401.00

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 41
(Series 2022)

**A RESOLUTION APPROVING A CONTRACT WITH JEV INC FOR CONSTRUCTION OF THE
EAGLE RIVER PARK PAVILION**

WHEREAS, the Town of Eagle desires to contract with JEV Inc. for construction services related to a project to construct the pavilion at the Eagle River Park as attached as Exhibit "A"; and

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

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

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

The Town Council approves a construction contract with JEV Inc. for construction services attached as Exhibit "A."

RESOLVED, APPROVED, AND ADOPTED THIS 10TH DAY OF MAY 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 25 day of April 2022 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town") and JEV CONSTRUCTION INC. with an address of P.O. Box 4874 Eagle, CO 81631 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor Cost of Work not to Exceed \$239,910.00 per Exhibit B – Contractor Proposal and Exhibit C – AIA A1-5 Supplemental Contract Exhibit B. This amount shall include all fees, costs and

expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic applications for payment to be certified by the Architect after which shall be paid less 5% retainage by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. WORKERS WITHOUT AUTHORIZATION

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

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

C. *Verification.*

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

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

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

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

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

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

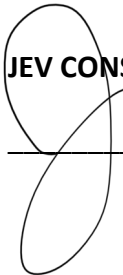
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk


JEV CONSTRUCTION, LLC.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A
RFQP Documents



Request for Qualifications & Proposal

General Contractor

For

Town of Eagle

Eagle River Park Pavilion Structure

Provided by:



Submittal Deadline:

February 2, 2022

Time: 4:00 PM MT

Eagle River Park - Request for Qualifications & Proposal

1.0 Introduction

On behalf of the Town of Eagle (Owner), NV5 (Owner's Representative) invites you to submit your qualifications and proposal for the Eagle River Park Pavilion Structure. This facility will be a fundamental element of the Eagle River Park Upland Park.

Proposals are due no later than:

4:00 PM (MST) on February 2, 2022

Please provide one (1) copy of your submittal in electronic format to Clara Owinje (Clara.Owinje@NV5.com) a Cc to John Usery (john.usery@NV5.com) and a Cc to rpf@townofeagle.org. **To prevent biased evaluations and to preserve the competitiveness and integrity of the proposal process, proposers are to direct all communications regarding this proposal via email to John Usery with a cc to Town of Eagle at the same email addresses above. All official communication with Candidates will be via email from John Usery.**

A complete proposal shall include the following and will be scored by the selection committee as noted in section 3.0. The successful candidate shall be the acceptable combination of the selection criteria, offering the best value to the project in the opinion of the Owner. Each item below is discussed in more detail in section 3.0 of this document.

1. Firm Qualifications
2. Past Project Experience and References
3. Schedule
4. Fee Proposal

2.0 Project Information

2.1 Project Team:

The selected General Contractor will be an integral part of the project team, currently comprised of the following key organizations:

1. Town of Eagle – Owner
2. Eagle County – Collaborative Partner and Property Owner
3. NV5 – Owner's Representative
4. Zehren and Associates – Pavilion Design Team
5. Imeg – Structure

2.2 Project Scope

In April of 2016, town of Eagle voters approved a 0.5% sales tax to fund a variety of park and trail improvements including the Eagle River Park project. This project's first phase included construction of the White River Park and Upland Park. Each year the Town of Eagle is appropriate funds to additional



Eagle River Park - Request for Qualifications & Proposal

improvements to the Eagle River Park. The Upland Park Project consists of all elements of Eagle River Park except for the in-stream features.

As part of the first phase the Town was able to construct the restroom building but not the pavilion structure. The Pavilion will be adjacent to the restroom building and concrete footers have already been installed. No excavation or concrete work should be required for this project.

Information regarding the Park Improvements and work to date can be found by visiting <http://eagleoutside.com/riverpark> or clicking [HERE](#)

Please refer to the following submittal and scope documents for this RFQP accessible [HERE](#):

1. Exhibit A – Construction Documents and Specifications provided by Zehren and Associates
2. Exhibit B – Bid Form
3. Exhibit C – Draft Contract

2.3 Project Schedule

We are asking each candidate to submit a proposed schedule they believe to be the best balance of economics, efficiency, phasing and working within the following constraints:

1. Plans Submitted for Permit Review on January 2022
2. Selected Contractor Notice to Proceed on February 2022
3. Earliest available date for mobilization on February 2022
4. Job Site Shut Down due to Fair and Rodeo – Late July 2022
5. Completion Date no later than November 1, 2022

3.0 Selection Process

3.1 Anticipated Selection Schedule (Dates/Times Subject to Change)

January 10, 2022	Bid Package Documents available for distribution
January 20, 2022 @ 10:30 AM	Optional Site Walk
January 21, 2022 at 5:00PM	Deadline for questions
January 25, 2022 at 5:00 PM	RFQP Addendum Issued
February 2, 2022 at 4:00PM	Proposals Due
February 8, 2022	BoCC Meeting to discuss project award



Eagle River Park - Request for Qualifications & Proposal

February 25, 2022

Successful Candidate Notified of Selection and given Notice of Award

3.2 Submittal Requirements – Qualification submittals will be scored by a selection committee based on the criteria identified below.

Please format your submittal to include the items specifically listed below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently.

3.3 Submittal Requirements - Proposal shall include the following:

1. Firm Qualifications (20 Points):

- A. Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded (attach a letter of confirmation from your bonding company).
- B. Provide an Accord format Insurance Certificate clearly listing all coverage limits typically carried by your firm.
- C. Provide your firm's Interstate Experience Modification Rate for Workmen's Compensation Insurance used by your insurance carrier.

2. Past Project Experience and References (25 Points):

- A. Provide a list of similar projects, completed by your proposed team members, which demonstrate 'relative experience' as defined below. In no more than one (1) page per project, document the general scope of work, how is it relevant experience, date completed, and total project costs.
 - 1. Note: The selection committee will analyze the 'relative experience' of the firm and the specific personnel committed to this project. The Owner's perception of 'relative experience' includes a combination of the following factors:
 - a. Publicly funded municipal projects
 - b. Experience with Vertical Structures
 - c. Work completed in Eagle County (or similar locale) which has unique resource and access constraints
 - d. Working through a highly collaborative process including multiple stakeholders
- B. Provide a list of 3-5 references with current contact information

3. Schedule (15 Points):

- A. Provide a proposed project schedule, in a format convenient to the Candidate. The proposed schedule shall account for the constraints outlined above (section 2.3) and clearly identify all construction activities including submittal review durations, long-lead procurement durations, and project buy-out, as well as discrete milestones for the Notice to Proceed, Substantial Completion, and Final Completion of project.



Eagle River Park - Request for Qualifications & Proposal

4. Fee Proposal (40 Points):

- A. Bidders must provide the following, based on your proposed schedules. Please do not reformat the excel file.
 - 1. The selection committee will spread and compare the proposed Not To Exceed fees and schedule as outlined below.
 - 2. The bid form Exhibit C outlines the base bid fee. Each alternate bid fee may be a dollar value or 'no bid' if your firm is unwilling or unable to meet the constraints defined.
 - 3. A list of any and all exclusions and assumptions affecting the Candidate's scope of work shall be included as part of the RFQP submittal.
 - 4. The candidate shall also submit a schedules of values that total the Not To Exceed fee proposal. The schedules of values must be in CSI master Format and include separate values for 1) General Conditions and 2) Contractor's fee. The schedules of values from each candidate will be analyzed to help identify possible errors or exclusions in the Not to Exceed fee proposals. If the selection committee has concern that an error or exclusion exists, a bid clarification request may be sent to the pertinent candidate(s). This effort is made to ensure a fair bid process and limit the Owner's exposure to risk in the form of post contract change orders.
 - 5. Provide Unit Rate information for materials and operations.

5. Contract Comments (0 Points):

- A. Please include a list of any comments to the draft agreement included as Exhibit C.

TOTAL – 100 Points

4.0 Owner Selection and Contracting Provisions

1. Right to Accept or Reject Any and All Proposals:

- a) The Owner may waive any informalities or minor defects or reject any and all bids. The Owner does not obligate itself to accept the lowest, or any other proposal, and reserves sole discretion to reject any or all bids, to re-advertise, and to waive formalities or irregularities in the process or of any proposal. The successful candidate shall be the acceptable combination of the items outlined above, offering the best value to the project in the opinion of the Owner.
- b) The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to



Eagle River Park - Request for Qualifications & Proposal

satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

- c) A conditional or qualified bid will not be accepted.
-
- 2. **Notice to Proceed:** The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
 - 3. **Payment & Performance Bond** – The successful candidate shall be required to provide a P&P bond for the full value of the contract with a corporate surety approved by the Owner, within their proposal, adjusted accordingly via approved change orders. Surety companies executing the bonds must hold a certificate of authority as acceptable on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the project is located. The bonds shall be written on forms identical to those included in the bidding documents.
 - 4. **Power of Attorney** – Attorney's-in-fact who sign Bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.
 - 5. **Contract:**
 - a) The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the owner.
 - b) The Owner within thirty (30) days of receipt of acceptable performance bond and payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
 - 6. **Applicable Laws:** This selection process and the performance of any selected candidate shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project, as the same may be amended from time to time.
 - 7. **Verification of Information and Site Inspection:** Each candidate is responsible for inspecting the site and for being thoroughly familiar with the contract documents. The failure or omission of any



Eagle River Park - Request for Qualifications & Proposal

- bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.
8. **Subcontractors** – The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner. The Bidder will be required to establish to the satisfaction of the Owner and Owner's Representative the reliability and responsibility of all proposed subcontractors and suppliers. Prior to the award of the Contract, the Owner or Owner's Representative will notify the Bidder in writing if there is a reasonable objection to any such proposed supplier or subcontractor. In this event, the Bidder may, at his option, (1) demonstrate to the satisfaction of the Owner and Owner's Representative that its objection is unreasonable, or (2) submit a substitute acceptable to the Owner and Owner's Representative with an equitable adjustment in the proposal to cover any difference in cost. The Owner may, at its discretion, accept the adjusted proposal.
9. **Insurance Requirements** - The General Contractor shall take out and maintain at the General Contractor's own expense the following minimum limits of insurance:
- A. Commercial General Liability:
 - a. [\$2,000,000] combined single limit
 - b. [\$4,000,000] aggregate
 - c. [\$1,000,000] Umbrella
 - B. Automobile Liability:
 - a. [2,000,000] each accident combined Bodily Injury and Property Damage Liability insurance.
 - C. Workers' Compensation and Employer's Liability:
 - a. Workers' Compensation limits as required by the State of Colorado
 - b. Employer's liability limits of [\$1,000,000] per accident.
 - D. General Contractor shall provide endorsements listing Owner, Owner's Representative and Architect as additional insured.
 - E. The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation.
 - F. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 30 days prior written notice has been given to the Owner.
 - G. The General Contractor shall provide Certificates in ACORD format and all renewal notices for each insurance policy required by this clause to the Owner in a timely and proactive manner. Failure of the Owner to receive such certificates and renewal notices shall grant the Owner the right to take remedial action as required protecting its interests.
10. **Withdrawal** – No bidder may withdraw, modify or cancel a bid within sixty (60) calendar days after the actual submittal due date thereof. Should there be reasons why the Contract cannot be awarded



Eagle River Park - Request for Qualifications & Proposal

within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

11. **Hazardous Material** - The General Contractor agrees to indemnify and hold the Owner, Owner's Representative and Consultants harmless for any release or disposal of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the Environmental Protection Agency or Colorado Department of Health and Environment which is caused, in whole or in part by the General Contractor or any of the General Contractor's subcontractors. Asbestos test reports for the project areas are available, from the Owner.
12. **Assignment** - The successful General Contractor is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Owner.
13. **Disclosure of Information** - All submissions and other materials provided or produced pursuant to this RFQ may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to the Owner, appropriately identify materials, which are not subject to disclosure. In the event of a request to the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.
14. **Cost of Developing Proposals:** Any costs associated with participation in this selection process are the sole responsibility of the candidate. The Owner assumes no liability for any costs incurred throughout the entire selection process.
15. **Submittal Ownership:** All materials submitted in response to this RFQP including but not limited to, attachments, supplementary materials, sketches, etc., shall become the property of the Owner and will not be returned to the Candidate.
16. **Addenda & RFQ Clarifications** - As the Owner may require, addenda can be issued to supplement this RFQ/P. All candidates who request the RFQ/P documents from the Owner's Representative are considered registered. The list of registered participants will be used to issue all communications regarding this RFQ/P, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.
17. **Tax Exempt** - The Owner is tax exempt; proposals shall not include taxes. A certificate of tax exemption will be provided to the successful candidate.
18. **Permits** - The Owner will submit the plans and specification documents to the United States Army Corp of Engineers USACE and Colorado Department of Public Health and Environment CDHPE for permit. The Owner shall bear the cost of these two permits. The successful candidate shall be responsible for submission and cost of any other necessary trade permits. Successful candidate shall be responsible for coordinating all necessary inspections and approvals from governmental agencies having jurisdiction over the project.



Eagle River Park - Request for Qualifications & Proposal

19. **Safety** – The successful candidate is responsible for administering and enforcing a project safety program in accordance with local, state, and federal requirements.
20. **Security** – The successful candidate is responsible for maintaining security of the project area both during and after working hours. The Owner and Owner's Representative are not responsible for theft, loss or damage to materials, equipment, tools, or personal belongings left on site.
21. **Parking, Staging, and Storage** – The successful candidate shall have full use of the project site for parking, staging, and storage. If, in your opinion, the site is not large enough to safely contain these uses, the cost of any additional temporary parking, staging, and storage areas shall be the responsibility of the successful candidate.
22. **Weather Protection/Winter Conditions** – The candidate's proposal shall include an allowance for winter protection and winter conditions.
23. **Warranty** – The successful candidate shall warrant all workmanship and materials, as specified in Contract Documents. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.

Thank you for your time and interest in this project.

Sincerely,

John Usery
NV5

- End of Request for Qualifications-



Town of Eagle

Eagle River Park Pavilion Structure GC Services RFQP – Clarification #1

DATE: February 7, 2022
TO: ALL POTENTIAL CANDIDATES
FROM: NV5
RE: Town of Eagle – Eagle River Park Pavilion - Clarification #1

Documents issued to date:

1. 220110 Eagle River Park Pavilion GC RFQP.pdf
2. Exhibit A – Construction Documents (Located within Dropbox Link)
3. Exhibit B – Bid Form (Located within Dropbox Link)
4. Exhibit C – Draft Contract (Located within Dropbox Link)

Updated Link to above Information:

[Exhibits](#)

Documents included with this clarification:

- Clarification #1 (this document)

Clarification #01

The following information is made available to bidders.

1. The Town of Eagle is extending the deadline to submit responses to **February 25, 2022 at 4:00 PM**. Only the submission deadline has changed. Please reference the RFQP for submission instructions.



EXHIBIT B
Contractors Proposal

JEV Construction, Inc

PO Box 4874

Eagle, CO 81631

970-331-1209

Estimate: ERWP Pavilion structure

Crane services	2,500.00
Steel welding	46,410.00
Paint Stain	24,000.00
Roofing Gutters	41,000.00
Structure labor	45,000.00
Materials	56,000.00
Fasteners	6,000.00
Supervision	12,000.00
Temporary safety fence	1,500.00
Bonding	8,000.00

This estimate is subject to change due to the materials market.

Final prices would reflect the market value at time of purchase.

This estimate does not include protective fence to enclose work zone.

Thank you for the opportunity to bid on this project,

Jake schwaiger

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 10 day of May in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Eagle
200 Broadway
Eagle, CO 81631

and the Contractor:
(Name, legal status, address and other information)

JEV Construction, Inc.
P.O. Box 4874
Eagle, CO 81631

for the following Project:
(Name, location and detailed description)

Eagle River Park Pavilion Structure
200 Fairgrounds Rd,
Eagle, CO 81631

The Architect:
(Name, legal status, address and other information)

Alpine Engineering, Inc. & Zehren and Associates
34510 Highway 6, Unit A-9
Edwards, CO 81632

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
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13	PROTECTION OF PERSONS AND PROPERTY
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15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
	ERP 100% Phase 1 DC's REV 1 (Pavilion Only)	April 19, 2018
	ERP 100% Phase 1 Electrical REV 1 (Pavilion Only)	
	ERP 100% Phase 1 Structure REV 1 (Pavilion Only)	

Specifications:

Section	Title	Pages
Pavilion Only	ERP 100% Phase 1 Specs	234

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

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- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Exhibit A – Scope of Services
Exhibit B- Contractor Qualifications and Proposal
Exhibit C- AIA A105 Supplemental Contract
Exhibit D – Pavilion RFQP Documents

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement.

☒ By the following date: December 1, 2022

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Cost of the work at unit prices, Not to Exceed Two Hundred Thirty Nine Thousand Dollars, Nine Hundred Ten (\$ 239,910.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
See Exhibit B – Contractor Proposal	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

N/A

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

See Exhibit B – Contractor Proposal

§ 3.6 The Contract Sum are based on materials costs including laws, taxes and tariffs that are in effect as of the date of the Agreement. In the event of any changes in laws, taxes, tariffs or other factors affecting the cost of materials that are not in full force and effect as of the date of the Agreement, or the inability to procure materials at the cost anticipated due to escalation or the need to change suppliers, that cannot be reasonably avoided by the Contractor, the Contractor shall be entitled to an equitable adjustment in the Contract Sum and if any such changes cause delay the Contractor shall be entitled to an equitable extension of the Contract Time.

§ 3.7 Cost of the Work

§ 3.7.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work.

§ 3.7.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 3.7.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Payment shall be released within thirty (30) days receipt of an approvable invoice, less retainage of 5%. Retainage shall be withheld by Owner pursuant to Section 24-91--03, C.R.S.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million (\$ 1,000,000.00) each occurrence, Two Million (\$ 2,000,000.00) general aggregate.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such

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primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Professional Liability with policy limits not less than One Million (\$ 1,000,000.00) each claim, Two Million (\$ 2,000,000.00) general aggregate.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages. Contractor shall provide ACORD Form 25 (Certificate of Liability Insurance), or other form of insurance certificate acceptable to the Owner. This certificate shall list the Town of Eagle as additional insured.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of

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service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Tom Gosiorowski (tom.gosiorowski@townofeagle.org) and cc to John Usery (john.usery@nv5.com)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

(Paragraphs deleted)

§ 8.7.1 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such

authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

Contractor will be allowed to utilize Town of Eagle Public Works Facility for use of storage of materials. Additionally, Contractor will be allowed to utilize laydown area as shown in Exhibit C – Project Staging Area.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. There are no intended third-party beneficiaries to this Agreement.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law and Venue

The 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.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon thirty additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.1.1 Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Init.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.:

JURISDICTION:

Init.

/

Additions and Deletions Report for AIA® Document A105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:28:07 MT on 05/04/2022.

PAGE 1

AGREEMENT made as of the 10 day of May in the year 2022

...

Town of Eagle
200 Broadway
Eagle, CO 81631

...

JEV Construction, Inc.
P.O. Box 4874
Eagle, CO 81631

...

Eagle River Park Pavilion Structure
200 Fairgrounds Rd.
Eagle, CO 81631

...

Alpine Engineering, Inc. & Zehren and Associates
34510 Highway 6, Unit A-9
Edwards, CO 81632

PAGE 2

ERP 100% Phase 1 DC's REV 1 (Pavilion Only)
ERP 100% Phase 1 Electrical REV 1 (Pavilion Only)
ERP 100% Phase 1 Structure REV 1 (Pavilion Only)

April 19, 2018

...

Pavilion Only

ERP 100% Phase 1 Specs

234

PAGE 3

Exhibit A – Scope of Services
Exhibit B- Contractor Qualifications and Proposal
Exhibit C- AIA A105 Supplemental Contract
Exhibit D – Pavilion RFQP Documents

...

[**X**] By the following date: December 1, 2022

...

Cost of the work at unit prices, Not to Exceed Two Hundred Thirty Nine Thousand Dollars, Nine Hundred Ten (\$ 239,910.00)

...

See Exhibit B – Contractor Proposal

...

N/A

...

Item

Price

N/A

PAGE 4

Item

Units and Limitations

Price per Unit (\$0.00)

See Exhibit B – Contractor Proposal

§ 3.6 The Contract Sum are based on materials costs including laws, taxes and tariffs that are in effect as of the date of the Agreement. In the event of any changes in laws, taxes, tariffs or other factors affecting the cost of materials that are not in full force and effect as of the date of the Agreement, or the inability to procure materials at the cost anticipated due to escalation or the need to change suppliers, that cannot be reasonably avoided by the Contractor, the Contractor shall be entitled to an equitable adjustment in the Contract Sum and if any such changes cause delay the Contractor shall be entitled to an equitable extension of the Contract Time.

§ 3.7 Cost of the Work

§ 3.7.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work.

§ 3.7.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 3.7.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

...

Payment shall be released within thirty (30) days receipt of an approvable invoice, less retainage of 5%. Retainage shall be withheld by Owner pursuant to Section 24-91--03, C.R.S.

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard. One Million (\$ 1,000,000.00) each occurrence, Two Million (\$ 2,000,000.00) general aggregate.

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User Notes:

§ 5.1.5 Employers' Professional Liability with policy limits not less than (\$ —) each accident, (\$ —) each employee, and (\$ —) policy limit. One Million (\$ 1,000,000.00) each claim, Two Million (\$ 2,000,000.00) general aggregate.

...

Coverage

Limits

...

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages. Contractor shall provide ACORD Form 25 (Certificate of Liability Insurance), or other form of insurance certificate acceptable to the Owner. This certificate shall list the Town of Eagle as additional insured.

Tom Gosiorowski (tom.gosiorowski@townofeagle.org) and cc to John Usery (john.usery@nv5.com)

...

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.7.1 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any

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

PAGE 10

Contractor will be allowed to utilize Town of Eagle Public Works Facility for use of storage of materials. Additionally, Contractor will be allowed to utilize laydown area as shown in Exhibit C – Project Staging Area.

PAGE 11

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. There are no intended third-party beneficiaries to this Agreement.

...

§ 15.3 Governing Law and Venue

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

...

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon ~~seven~~^{thirty} additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.1.1 Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:28:07 MT on 05/04/2022 under Order No. 1787699619 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: May 10, 2022

Re: Town Manager Report

Administration & Organization

- **Regional Transportation Authority (RTA)**

I attended the RTA Technical Committee meeting on Thursday, May 5, 2022. Discussion centered around preliminary reports to Town Councils and metro district boards, support for the IGA, and multiple jurisdiction participation. Regionally, we are continuing planning for an RTA in Eagle County. Polling of voters' support to fund an RTA this fall is in progress. We will receive an update on the status of the RTA as it aims for an election for approval on November 8, 2022.

- **Water Rate and Tap Fee Study Presentation (Raftelis)**

In 2022, we have budgeted @\$60,000 (52-59-368) for a water rate study. We would like to start this by May or June 2022. Todd Cristiano is our contact @ Raftelis. We held a conference call on Thursday, May 5, 2022 with Todd and our staff including: Jill Kane Tom Gosiorowski, Stephan Wilson, Mark Herota, and me. Tom and Stephan are reviewing the scope of work proposed in the water rate study.

- **2021 Audit Preparation**

Jill Kane continues to gather and prepare information for the 2021 audit process.

Economic Development

- The Downtown Development Authority (DDA) hosted its Partnership Summit on Wednesday, May, 4, 2022, facilitated by the consultants from Downtown Colorado, Inc (DCI). The Summit was held in the Town Council Chambers, beginning with the DDA meeting at 5pm. Approximately 25 participants engaged in conversation following introductions and several presentations. Sarah Parrish represented the Town Council. Chad Phillips, Dennis Wike, Nikki Davis, Molly Furtado, and I represented the Town staff.
- The next **Art Walk** is scheduled for Friday, May 13, 2022.
- The Economic Vitality Committee (EVC) **will meet again on Monday, May 16, 2022 at 1pm**. Nick Sunday is the Town Council liaison to the EVC and I represent the Town staff. EVC Chair, Kevin Brubeck, has asked for clarification of the bylaws and the membership, as some members have left and several others have expressed interest. Jenny Rakow and I are addressing those questions. It will likely result in a Resolution to Town Council for reappointment in May, 2022.

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

- April 28, 2022 Lynette Horan, HR Director and I met with Eddie Salame, SGR recruiter for our Chief of Police position.
- April 29, 2022 The Selection Committee and representatives from KRW, our recruiting firm for the Town Manager position met to review first round candidates and prepare to make a recommendation to the entire Town Council on May 3, 2022.
- Tuesday, May 10, 2022, Greg Winkler, our Department of Local Affairs (DOLA) Field Representative, will meet with our grant writer and several staff members to discuss planned projects and grant opportunities.
- Greg Piburn, Town Council Retreat facilitator, has set his schedule for preliminary calls with each Town Council member prior to the upcoming Retreat. The Retreat will be held at Frost Creek.
- Pedro Campos, Kari Schroeder, and Gary Brooks are planning an Open House for stakeholders and landowners on Thursday May 12, 2022 at Town Hall in the Town Council Chambers. This will be an informational meeting about the Grand Avenue Corridor Plan. Invitations will be sent out soon.
- **Final interviews on May 25, 2022 and May 26, 2022. Four finalists have been selected.** A press release will be out by Friday, May 6, 2022. A **Community “Meet and Greet” will be held for the finalists in the evening on Wednesday, May 25, 2022 in the Town Council Chambers**, following the first day of interviews.
On Thursday, May 26, 2022, the candidates will be interviewed by a Community Panel. That afternoon, the Town Council will select the new Town Manager and begin negotiations.
- Greater Eagle Fire District/ May 26, 2022 / Fire Station in Eagle (425 E. Third St)/There will be a Wildfire Mitigation presentation led by Hugh Fairfield-Smith, Wildland Coordinator.

WORK SESSIONS:

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

Date	Topic
January 4, 2022 POSTPONED	Affordable Housing Strategies
January 31, 2022 (DELIVERED)	Grand Avenue Corridor Update
February 1, 2022 POSTPONED	Sustainability Building Codes Discussion
March 1, 2022 (DELIVERED)	Mural Project Update
April 5, 2022 (DELIVERED)	IT Connectivity Planning
May 3, 2022 (DELIVERED)	Town Council Training /CIRSA/Executive Session
May 31, 2022	Open Space and Trails Presentation
June 7, 2022	Clarion Consultant Update/P&Z will attend

Respectfully submitted,

Jim White, Interim Town Manager

Older Schedule: (Please review and revise)

Town Council Requests – Once items are completed; they are deleted from the list Items in Red are new requests.		
Request Date	Request	Status
3/9/2021	Bring back land donation proposal (in progress)	Not Scheduled
3/9/2021	EQR Ordinance	Not Scheduled
5/11/2021	Reach out to Eagle Ranch Housing Corp. on partnering	Not Scheduled
5/11/2021	Look into vacancy housing tax	Not Scheduled
5/25/2021	Evaluate Bird Scooter proposal and bring it back	Not Scheduled
8/10/2021	Schedule Town of Eagle housing strategy work session	Not Scheduled
8/24/2021	Establish incentives for ADUs	Not Scheduled
9/14/2021	Fee waivers for town projects policy	Not Scheduled
9/14/2021	Follow up on Broadway tree grate maintenance	Not Scheduled
10/5/2021	Create a policy for eBikes on recreation paths in Town and reach out to BLM to let them know the plans	Not Scheduled



To: Mayor and Town Council

From: Jim White, Interim Town Manager, and Department Leads

Date: May 10, 2022

Re: Department Updates for April 2022

FINANCE DEPARTMENT

April 2022

Administration/Financial:

- Staff spent most of April finalizing workpapers for our 2021 Audit
 - Our auditors have all necessary documents except for fixed assets, Finance is waiting on some departments to finish their review
- Debt Service – Paid 2011 Wastewater Loan Payment - \$39,393 (Last Payment 2031)
- Finance is working on implementing “Form Builder” through Xpress Billpay to allow for online payments of more of our service fees and licenses – Staff will also evaluate weather to move collections of other taxes/fees to form builder as we see how it functions.

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2018	2019	2020	2021	2022	VARIANCE FROM PY	
JANUARY	258	303	205	230	249	19	8%
FEBRUARY	272	254	237	217	254	37	17%
MARCH	304	326	234	247	243	(4)	-2%
APRIL	299	215	137	214	331	117	55%
YEAR TO DATE	1,133	1,098	813	908	1,077	169	19%

Budget:

- Finance will be working with Manager in May to Kickoff our 2023 Budget preparation, provide instructions, and training for staff

Payroll/HR:

- Finance finalized an updated job description for the Accounts Payable Administration Technician II – hoping to post in early May
- Completed 1st Quarter Unemployment Tax Report
- Completed 1st quarter 941 Report
- Positions changes in Payroll
 - 4 New Hires:
 - Buildings & Grounds Maintenance Worker (Seasonal)
 - Building & Grounds Maintenance Tech (FT)
 - Yardwaste Maintenance Worker (Seasonal)
 - Water/Wastewater Operator

- Water/Wastewater Trainee
- 1 Terms:
 - Building Official

Utilities:

- Property Transfers – 10
- New Account Set Up – 0
- Red Tags – 18
- Shut Offs – 1

Upcoming Activities:

- Finance will be working with HR and Manager to analyze the potential implementation or opt-out of the Colorado paid Family and Medical Leave Insurance Program (FAMLI)
 - Premiums would begin 1/1/2023 (0.9% with a 50%/50% split between Employer and Employee)
 - Benefits would begin 1/1/2024
 - The State is providing training in May for local governments. It is recommended Council formally opt-out by July 2021 if that is the direction to Town would like to take.
- Ordinance to amend the Municipal Code for penalties and interest to allow staff to implement the same policy for Red Mountain Ranch, Reserve at Hocket Gulch, and Haymeadow. Currently Haymeadow does not have any penalties and interest designated in the Annexation Agreement.

Town Council Department

Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOWN COUNCIL					
10-49-110 SALARIES & WAGES	3,800.00	15,200.00	45,800.00	30,400.00	33.3
10-49-142 WORKERS COMPENSATION	.00	.00	59.00	59.00	.0
10-49-143 HEALTH & INSURANCE BENEFITS	18.00	72.00	168.00	96.00	42.9
10-49-144 FICA - EMPLOYER'S	290.70	1,162.80	3,488.00	2,325.20	33.3
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-330 DUES & SUBSCRIPTIONS	.00	.00	10,000.00	10,000.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	10,000.00	10,000.00	.0
10-49-371 TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372 MEETING EXPENSE	.00	67.21	3,000.00	2,932.79	2.2
10-49-380 TUITION & BOOKS	.00	20.00	1,750.00	1,730.00	1.1
10-49-450 SPECIAL COUNCIL FUNDING	.00	.00	72,000.00	72,000.00	.0
10-49-510 INSURANCE	.00	.00	818.00	818.00	.0
10-49-915 COMMUNITY REQUESTS	599.00	34,171.00	70,000.00	35,829.00	48.8
TOTAL TOWN COUNCIL	4,707.70	50,693.01	218,383.00	167,689.99	23.2

IT DEPARTMENT

April 2022

Broadband

Telecommunications shelter fiber splicing is complete. Mammoth/Visionary have spliced 144 strands of westbound and 144 strands of eastbound fiber into the Telecommunications shelter. Mounting of internal components incomplete but expected to finish later this month. Once finished and fiber tested, we will begin coordinating moving THOR equipment from Town Hall to Public Works.

Staging and building wireless connectivity to Town offices and parks.

Beginning work on Eagle Valley Library District, Eagle Branch fiber build.

SPECIAL EVENTS & MARKETING

APRIL 2022

EVENTS:

April	
4/8/2022	ARTwalk
4/16/2022	Easter Eggstravaganza
4/23/22	Quilt and Fiber Fair
4/29-5/1	Colorado HS Cycling Coach Summit
4/30-5/1	Vail Lax Jam
4/30/22	Community Pride Highway Cleanup
May	
5/13/22	ARTwalk - street closure
5/14/22	Bikes & BBQ
5/21/22	Dynafit Boneyard Boogie Trail Run
5/21/22	BMX State Race
5/21/22	Block Party - Pre-Party
5/24/22	Yoga+Beats
5/26/2022	Brush Creek Elementary Biathlon

MEAC 2022

- MEAC Retreat - April 6
 - Proposing to rewrite mission statement and objectives
 - Need clear direction on community funding from Finance/Town Council

FOCUS

- Flight Days
 - Flight Days Committee – currently helping with sponsorships
 - Schedule confirmed, posters printed
 - Currently we have \$5,000 in sponsorships, 10 parade participants, 8 food trucks, 9 vendors
 - The Town of Eagle is participating in the parade! We will be erecting a parade float! Signup Genius soon to come.

Eagle Information Center

- Coordinating move; staff will move downstairs, Chamber will move-in upstairs
- The interior has been repainted bright white
- Donated to Thrifty: glass case, bookshelves, display trees
- Tentative Chamber move-in date is May 20

Meetings

- Meeting with 81631.com to discuss ads for Mountain Lifestyle Magazine/Jill Trotter
- Meeting with TV8 to discuss media opportunities
- Bi-weekly call with Markit Creative, they are creating social media tiles and marketing collateral (posters) for Flight Days, Summer Calendar, Whitewater Throwdown, 4th of July Bike Parade.
- Town Of Eagle Birthday Party
- MEAC Retreat at Frost Creek
- Meeting with Mountain Rats to discuss event and request for street closure
- Met with Mountain REC to discuss Whitewater Throwdown, which is a town produced event. I have decided to change the event to Whitewater Wednesdays, a community paddle. This is NOT a timed event.

- Meeting with Vail Valley Live to discuss media opportunities
- Block Party Pre-Planning MONTHLY Meeting - staff attendance; Molly Furtado, Randy Cohen, Joey Staufer, Carrie Buhlman, Tom G, Ted with optimum events AND Lisa from the State Liquor Enforcement Division. Next meeting is May 12. Ted also added a “pre-party” event on May 21.
- Meeting with Tom Boni to discuss the mushroom festival
- Meeting with Cub Scouts to discuss Fall Festival / Pumpkin Patch
- Planning Retirement Party for June 15
- Participated in Highway CleanUp.

Monthly:

- Update Event Calendar
- Update Digital Sign
- Update Eagleoutside.com
- Promote @eagleoutside
- Communications Meeting. Bi-weekly Teams meeting.
- Green Team

COMMUNITY DEVELOPMENT

April 2022

STAFFING VACANCIES UPDATE

There are four vacant positions in the Community Development office. The volume of planning applications is anticipated to increase as we transition into building season and ramp up long-range planning projects including ReCode Eagle and the Housing Assessment report. Interested candidates can view and apply for *two of the four* featured job opportunities online ([LINK](#)).

- Priority #1: Building Official-Inspector – Vacant since April 2022.
- Priority #2: Plans Examiner – New position approved for the 2022 budget.
- Priority #3: Code Enforcement Specialist – Vacant since November 2021.
- Priority #4: Planner III / Senior Planner – New position approved for the 2022 budget.

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - The Code Committee held a meeting on 4/11/22 to discuss parking and outdoor lighting standards.
 - The next committee meeting is scheduled for 5/9/22 to discuss sustainability, resilience, and hazards + landscaping. A member of the Greater Eagle Fire Protection District (GEFD) will attend to brief the group on local wildland fire protection efforts and initiatives.
 - The draft sign code Town Council adoption hearing was continued from 4/26/22 to 5/10/22.
 - Staff is aiming for 6/7/22 to host a joint work session with Town Council and Planning & Zoning (P&Z) Commission to discuss the Installment 1 draft.
 - As public drafts of sections of the new Code become available, community members can view these resources at www.Townofeagle.org/ReCodeEagle.
- **Grand Avenue Corridor Study**
 - A Phase 3 review meeting was held on 4/28/22 with staff, consultants, and the design team to organize the final report.
 - A stakeholder / landowner project update meeting & luncheon is scheduled for 5/12/22.
 - The Phase 3 final report is scheduled to go before Town Council on 5/24/22.
 - Community members can view project updates at <https://eaglecolorado.mysocialpinpoint.com/>.
- **Town of Eagle Affordable Housing Assessment Report**
 - A project kick-off call with Economic & Planning Systems (EPS) was held on 5/2/22 to discuss project timeline, identify outlying concerns and target issues, and review preliminary data needed from staff.
 - An introduction call between Clarion, EPS, and staff to be scheduled.

LAND USE APPLICATIONS IN PROGRESS:

For more information and to access project documents, visit the Town's [Active Land Use Applications Page](#).

- **DR21-02 & PPFP21-01: Reserve at Hockett Gulch | 161886 Highway 6**
 - A Subdivision and Major Development Permit application.
 - Applicants have submitted a third round of application materials responding to referral comments.
 - There are ongoing discussions with Colorado Parks & Wildlife (CPW) to address wildlife buffers, easements, fencing strategies, and possible speed limit reduction on Grand Avenue and Sylvan Lake Road to reduce wildlife strikes.
 - Tentative public hearing schedule:
 - P&Z Commission: 6/7/22
 - Town Council: 6/28/22
- **MS22-01: Haymeadow Minor Subdivision of Tract Z**

- o An application to resubdivide Haymeadow Tract Z in order to plat the Cabin Parcel and the Conservation Fund Parcel.
- o Planning & Zoning Commission recommended approval at the 4/5/22 hearing.
- o Public hearing schedule:
 - Town Council continued from 4/26/22 to 5/10/22.
- **DR22-01 & LLA22-02: Haymeadow RMF-1&2 | Tract 38 & 55**
 - o The first application is for a Major Development Permit for 74 multi-family dwelling units in 7 buildings in RMF-1 and 12 multi-family units in 3 buildings in RMF-2.
 - o The second application is for a Lot Line Adjustment to replat the lot line between RMF-1 and RMF-2.
 - o Applications are undergoing a second round of review. Public hearing schedule TBD.
- **LURA22-03 Ordinance – Amendment to Chapter 4.08 – Sign Code**
 - o New draft of the Sign Code is an expedited product of the Land Use Code Update (ReCode Eagle).
 - o Planning & Zoning Commission recommended approval of the draft at the 4/5/22 hearing.
 - o Public hearing schedule:
 - Town Council Adoption Hearing continued from 4/26/22 to 5/10/22.
- **LLA22-04: Drever Lot Line Adjustment | 462 & 438 Abrams Creek Drive**
 - o An application to consolidate two lots (lots 36 & 37) into one lot 37A.
 - o Public hearing schedule:
 - P&Z Commission 5/17/22
 - Town Council 5/24/22
- **SU22-02: Mountain Tots Preschool Special Use Permit | 224 Wall Street**
 - o A second application from Mountain Tots Preschool to obtain a Special Use Permit (SUP) in order to operate a childcare facility in the Central Business District (CBD).
 - o Public hearing schedule:
 - P&Z Commission 5/17/22
 - Town Council 5/24/22
- **RZ22-02: Sawatch View Rezone | 295 Rule Road (Lot 1, Eagle Interchange East Zone Change)**
 - o An application to rezone the property from the Commercial General (CG) Zone District to the Residential Multi-Family (RMF) Zone District.
 - o Public hearing schedule:
 - P&Z Commission 6/7/22
 - Town Council 6/28/22

OTHER NOTABLE UPDATES

- We welcome Keith Klesner and Jennifer Filipowski to the Planning & Zoning Commission! The new members will serve a two-year term, each expiring February of 2024.
- Local sustainability initiatives at work:
 - o [Town of Eagle Community Energy Efficiency Program](#)
 - o Staff recently volunteered at the Adam Palmer Community Solar Garden project and the annual Community Pride Highway Cleanup.

BUILDING DEPARTMENT UPDATE

- The following contractors are in place while staff continues to recruit for the Building Official-Inspector position:
 - o Shane Gremmer, Town of Gypsum Building Official – Inspector
 - o Jeff Walker, JHW Plan Review Services, Contractor – Commercial Plans Review
 - o Don Marchbanks, Timberline Contracting, Contractor – Residential Plans Review

- Major Construction Projects Under Review and Oversight
 - **410 Broadway: Mixed Use/Multi-Family**
 - An application to construct a nine-dwelling unit complex. Building and right-of-way (ROW) permits have been issued.

The figures below show general activity levels not broken down by permit type (building, electrical, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	NUMBERS PERFORMED IN 2021	NUMBERS PERFORMED TO-DATE 2022
Inspections (n/i planning/pw)	1,380	509
Permits Processed	359	122

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

May 2022
May 9th (LUDC UC) • Sustainability, Resilience, and Hazards + Landscaping • Guest speaker from Greater Eagle Fire Protection District (GEFPD)
May 10th (Town Council) • Haymeadow Minor Subdivision of Tract Z (continued from April 26th) • Sign Code Adoption (continued from April 26th) • Request for Application Fee Waiver for Mountain Tots Childcare Facility Special Use Permit (<i>application #2</i>)
May 17th (Planning & Zoning Commission) • New Member Oaths • Drever Lot Line Adjustment • Mountain Tots Childcare Facility Special Use Permit (<i>application #2</i>)
May 24th (Town Council) • Grand Avenue Corridor Study Final Presentation • Drever Lot Line Adjustment • Mountain Tots Childcare Facility Special Use Permit (<i>application #2</i>)
June 2022
June 6th (LUDC UC) • Subdivision Standards
June 7th (Town Council and P&Z joint work session) • ReCode Eagle Installment 1
June 7th (Planning & Zoning Commission) • Sawatch View Rezone • <i>Reserve at Hockett Gulch (tentative)</i>
June 14th (Town Council) • <i>No land use files scheduled at this time.</i>
June 21st (Planning & Zoning Commission) • <i>Haymeadow RMF 1 & 2 (tentative)</i>
June 28th (Town Council) • Sawatch View Rezone • <i>Reserve at Hockett Gulch (tentative)</i>

POLICE DEPARTMENT

April 2022



2022 April Calls for Service: **973**

2022 January – April: 3,883

2021 April Calls for Service: 765

2021 January – April: 3,294

<i>Agency Assist 23</i> <i>Assault 7</i> <i>Burglary 1</i> <i>Child Abuse Investigations 1</i> <i>Citizen Assist 63</i> <i>Civil 15</i> <i>Code Violation 4</i> <i>Crash 9</i> <i>Damage/Vandalism 5</i> <i>Death 1</i> <i>Disturbance 4</i> <i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 6</i> <i>Domestic/Disturbance- Harassment or Assault 3</i> <i>DUI/D 1</i> <i>DUR 5</i> <i>F or M Menace/Assault/Weapons MM- FW-1</i>	<i>Fire/Medical 8</i> <i>Fraud 2</i> <i>Harassment 4</i> <i>Juvenile/Family Incident 6</i> <i>Missing/Recovered Juvenile – 1 Adult- 0</i> <i>Narcotics 1</i> <i>Noise 4</i> <i>Protection Order Violation 5</i> <i>Sex Assault/Misconduct Investigations 1</i> <i>Sex Offender Check/Registration 1</i> <i>SRO Related 15</i> <i>Suicidal/Welfare 3</i> <i>Suspicious Person/Vehicle/Occurrence 39</i> <i>Theft 8</i> <i>Trespassing 4</i> <i>Warrant Arrest 2</i>
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A driver who had quite a bit of “stuff” rolling around in the trunk, stopped next to our variable message board sign on Highway 6 near the elk crossing, after the trunk of the vehicle caught fire. EPD assisted with closing HWY 6 while GEFPD was able to extinguish the contents, before the vehicle became totally involved. Fortunately, GEFPD arrived quickly, and no heat damage was reported to the Town’s sign. TOE Public Works elected to move the sign to a different location.

EPD Sgt. Rich assisted with wildfire evacuations near Gypsum. During the height of the evacuations, EPD responded to a domestic disturbance and a DUI crash. Fortunately, no one was injured in the DV incident or in the DUI crash. The early wildfire is a good reminder for all Eagle River Valley residents to have a solid plan in place, along with a “go bag” in the event of a short-notice evacuation. If important documents are not stored in a fire safe, have those in the “go bag” or scan/upload the documents to a secure cloud storage. The wildfire also serves as a reminder that all residents should sign up for Eagle County Emergency Alerts through the Everbridge APP or Everbridge online for phone, text messaging and/or emails. This is the primary resource for community notifications. Remember, if police/fire/EMS/emergency management can’t reach you, we can’t alert you. Sign up for your free account today! Download the Everbridge APP! You may also use a computer to access Everbridge to sign up (both English and Spanish) at <https://member.everbridge.net/1332612387832141/login>

EPD attempted to assist ECSO, after a deputy noticed a stolen vehicle at the 7-11 in Avon. As the deputy approached, the vehicle drove away at a high rate of speed and entered westbound I70. A pursuit was initiated and EPD began to establish a plan under the I70 Pursuit Policy (whereby EPD establishes a vehicle at the off-ramp to prevent the pursuit from entering the Town). The vehicle exited before Eagle and EPD units did not need to intervene.

Mother Nature elected to assist with the extended closure of Vail Resorts by dumping quite a bit of snow in our valley. While there were only slide-offs in Eagle, EPD assisted with closures for I70, due to several crashes. Due to short staffing at CDOT and CSP, EPD staffed the I70 closure at Eagle. Chief helped with the closure, and although

it was cold with heavy snow, he had a big smile on his face. When asked, he said come July, he will be in shorts/sandals and enjoying 80-degree weather (yeah, rub it in buddy!).

An alert citizen easily spotted an attempted fraud after being contacted by a scammer who had mailed a check and asked our citizen to ship the items before the check cleared. He believed the check was fraudulent, which his bank confirmed. Our citizen provided the contact email and phone number, both of which originated overseas. As a result, an IC3.org report was completed.

EPD was dispatched to an intoxicated "high as a kite" person at an apartment complex. EPD and ECSO arrived and found the maintenance employee under the influence of narcotics. EPD discovered the employee had four (4) active warrants for his arrest. Upon being arrested, EPD discovered the employee also possessed narcotics. The employee was evaluated by medical staff and then transported to the jail, where he was held on his warrants and charged with possession of a schedule 2 controlled substance.

EPD was also called to separate incidents of intoxicated adults being found in public locations throughout Town. Most of these incidents resulted in a medical transport to the hospital, due to the high level of intoxication and/or injuries from falling down due to liquor impairment. These incidents are likely linked to the behavioral health issues experts talked about as a result of the pandemic. Hope Center continues to remain busy and is a great resource for those suffering from or trying to cope with mental health. Chief Joey hopes the Town may be able to offer additional support in our 2023 budget, as Eagle remains a high utilizer of Hope Center's community assistance bandwidth.

A heated argument turned violent between a couple who stopped in Eagle to stay at a local hotel. Police were called to the disturbance. During the argument, one party pulled a knife out and threatened the other person. The suspect fled in a vehicle before police arrived. EPD officers quickly tracked the suspect's vehicle down and located the suspect at a local liquor licensed establishment. The suspect was arrested and taken to jail.

After being advised to follow the appropriate legal avenues through Colorado law for an eviction process, a landlord subsequently trespassed into their rental unit and told the tenants to leave. This escalated into a heated argument that turned into a fist fight, involving numerous subjects. Police were called to the fight. During the fight, one subject obtained a crowbar and hit another subject over the head, causing injuries. Police officers were able to de-escalate the incident quickly, upon arrival. Medical units responded and provided attention to all involved subjects. One subject was transported to the medical center. EPD officers discovered another subject had been in violation of a protection order, was released on bond and had tampered with his pre-trial ankle monitor. Multiple charges were filed in this case, with the most severe charge of 2nd Degree Assault with a deadly weapon. The investigation continues and additional charges may result.

Sadly, Eagle lost another community member to suicide. Additionally, EPD furthered a notification to parents on behalf of Larimer County that their young-adult child (who used to live in Eagle) had passed away from suicide. Please know that our community has several resources willing and able to assist anyone who expresses thoughts of suicide. Help is available and only a phone call away at 800-273-8255.

April is Sexual Assault Awareness Month. EPD donned a tree outside of Town Hall with a blue ribbon and signage. Eagle County also posted banners at 500 Broadway. Chief Joey and our Interim Town Manager were also present to support the National Crime Victims' Rights Week (April 24-30, 2022) at the Eagle County Board of Commissioners (ECBC) meeting.

Several residents living on Brush Creek Road complained about speeding vehicles. EPD and ECSO provided extra patrols and a radar trailer was placed in the area. While many of the complaints originated outside of the Town Limits, a few complaints stipulated speeders passing Ouzel Lane at higher rates of speed. Sure enough, an EPD officer caught a motorist at 70MPH as it passed Ouzel. EPD officers continue to monitor the area in between calls

for service. Even Chief Joey went out there for about a half hour on two separate days and gave thumbs up to all the drivers obeying the speed limit.

Don't Draw Attention to Yourself. A subject with a warrant trespassed onto railroad property and elected to smoke marijuana, which elicited a response from the friendly Eagle Police Department. Our officer believed this to be a good educational opportunity, until dispatch indicated the subject had a warrant. The subject was arrested on the warrant and taken to jail.

Where to Park? Several calls were transferred to the police department regarding the lack of parking for residents of Broadway Station. One resident inquired about using the Town Hall parking lot. A resident of a nearby complex stated Broadway Station residents are taking up the parking spots on the Town street in front of their building. Officers noted the areas nearby that permit on-street parking. Additional parking concerns may evolve as more businesses are added and upon completion of the residential unit project in the 400 block of Broadway. EPD has suggested that once a Community Service Officer (CSO) is onboarded, a parking permit plan could be researched and assessed with the Downtown Business Alliance. Additionally, a license plate reader CIP should be included in the Community Development budget, so a CSO can effectively assist with enforcement of timed parking on Broadway.

Pick Up the Phone! Avon residents reported their 17-year-old missing. Their teenager was supposed to have been in Eagle and did not return home the night before. EPD and ECSO began an investigation. A cellular telephone trace provided for a several mile radius in Eagle. EPD officers checked neighborhoods, contacted the teenager's friends, and reviewed security footage at a local convenience store. The teenager was entered into a nationwide database for missing persons. Numerous messages and text messages were left for the teenager on his cell phone number. After several hours of searching and following-up on possible leads, an EPD officer located the teenager playing pool by himself at a local establishment. The teenager stated he was upset at his parents and stayed at a hotel overnight. The teenager stated he saw the text messages from police but wanted to be left alone. EPD contacted the teenager's parents. The teenager was given a fatherly talk and a talk about the number of resources that went into trying to locate him when all he had to do was call and explain he was okay. The teenager was immediately released to his parents when they arrived in Eagle.

If You're Gonna Play in Texas (You Gotta Have a Fiddle in the Band)! And if you're gonna buy a fictitious Texas plate on-line and drive the car in Colorado without insurance, you gotta have money for the tow bill. In this case, the driver was straight-forward and admitted to all shenanigans. Our EPD officer helped out and gave the driver a courtesy ride to his home in Gypsum.

Gotcha! A male walked into a local retail store and left without paying for jewelry. The employee did not immediately notice the missing items but called EPD and gave a description of the male. Ironically, the description matched the suspect in another incident earlier in the day. After the theft report, a suspect was aired to ECSO in a Gypsum case and EPD responded upon hearing the description. Sure enough, the suspect detained and arrested by ECSO was the same suspect in the Eagle theft case. The jewelry was recovered and returned to the store. Additional charges were added by summons by EPD once ECSO booked the suspect on their charges at the jail.

Something is Missing. An EPD officer stopped a vehicle after noting it had no license plates. Sure enough, the driver had no license plates or insurance, nor did he have a driver's license, due to it being revoked for DUI. Fortunately, the driver didn't crash into anyone. The driver said he was trying to get to Denver. However, because of the numerous violations, his vehicle was towed. The EPD officer showed the driver how to get a Bustang ticket and asked the driver to wait at the bus stop, so he could continue onto Denver.

Manual Theft Deterrent. A homeowner called EPD to report that it appeared someone had attempted to steal her car and that the car was now propped up against the home. The homeowner revealed that they left their keys in the vehicle overnight and the vehicle doors were unlocked. Upon inspection and taking the homeowner's

statements into consideration, it appeared whomever tried to take the car did not know how to drive a manual. The homeowner was advised to lock doors and take valuables/car keys inside.

Voodoo. A neighbor dispute came to the attention of the Town last year when a home was built, blocking the view of another neighbor's home. Community Development assisted with the concerns at that time. This month, both neighbors have made allegations towards each other, to include voodoo, staining on the concrete, staring at each other, etc. Our dayshift officer is working with both neighbors in an attempt to facilitate a resolution.

Watch for Rocks! EPD officers continue to assist with removing rocks that slide down the hill near HWY 6 at miles marker 148 and at mile marker 150.

It Can Happen Anywhere. Some local residents were surprised to see Sylvan Lake Road, just down the street from Color Coffee Roasters, closed for a roll-over vehicle crash. A driver experienced a medical emergency and crashed into another vehicle, causing it to roll over. Fortunately, there were only minor injuries.

Fentanyl. Please see the position letter from all area chiefs of police and our sheriff: TOE Facebook or Vail Daily <https://www.vaildaily.com/opinion/guest-opinion-its-time-to-make-fentanyl-possession-a-felony/>

Happy Birthday! A father called ECSO and EPD to see if someone could stop by for his son's birthday party. There were no emergencies, so of course EPD stopped by! EPD officers assembled a "goodie bag" for the birthday boy, consisting of various treats in a "Birthday Evidence Bag."

Thank you! Our evening-shift crew received a surprise from a family in Eagle, who dropped off a cake as a 1st responder thank you. This was followed up with some cookies a few days later from another thankful family.

Exciting News! Sgt. Rich and his wife welcomed their baby boy to the world and to our TOE family! Baby's due date was April 22nd. He just made it past midnight and was born May 1st. The news was too good to wait until the May monthly report. Congratulations Rich family!

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

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

PUBLIC WORKS

April 2022

Staffing

Our two recent additions to the Water and Wastewater teams are working out great so far and we are very happy to have them. Two of our seasonal Buildings & Grounds staff have begun work for the summer season. No applications for Streets Maintenance Workers have been received in the past month. Streets currently has two vacancies and will have a third in August due to an upcoming retirement. If anyone would like to explore a career in street maintenance please contact me – heavy construction equipment is much more fun to drive than a police car.

Water

- **Lower Basin Water Treatment Plant** – we have worked with MWH to agree to a final change order that will wrap up the final payment for work on the project. As required by State law we will begin publishing the notice of final settlement and we should issue the last payment in late May or early June.
- **Hydraulic Modeling** – we continue to work with our consultant on these studies. Some frustration has been experienced due to staffing turnover within the past 18 months at Public Works and also at our consultant but we are working through it. A lot of institutional knowledge about work completed in recent years was lost on both sides. Anyone who tells you that institutional knowledge is overrated may be involved in used car sales. On a positive note, we did recently discover a draft study that was prepared in 2016 that contains much useful information.
- **Stream Flow Gauges** – I have a proposal in hand from our hydrology consultant, LRE, to provide and install the gauges, and also develop a public facing website that reports stream flow data in nearly real time. Fortunately, it appears that all of the equipment is manufactured in the USA, therefore we do not anticipate any supply chain or shipping challenges. LRE has identified a grant opportunity through the Colorado River District and we are quite optimistic that we may receive grant funding that covers a substantial portion of the project cost. More to come on this. We are on track to have the new stream gauges functioning prior to stream flows beginning to drop in July, and this will provide us with the tools necessary to implement the Brush Creek Management Plan. Also, the Town owns a small but senior water right on Abrams Creek that, while not very significant in terms of quantity, is useful in maintaining flows in this stream that are beneficial to a population of native greenback cutthroat trout. I will be visiting the measuring flume on this stream in the next week and if flows are less than our water right then we will place a call on this stream.
- **Ditch Cleaning** – Abrika, as lessee of irrigation water from the Town, has begun cleaning of ditches supplying water to the Haymeadow property. There seems to have been a greater than usual amount of beaver activity over the winter. Irrigators in the Brush Creek valley are all preparing ditches and beginning to divert water, but the summer irrigation season is not yet in full swing.
- **Hydrant Repairs** – we've been discovering a number of fire hydrants that had become damaged over the winter months, typically from vehicle collisions, and we are beginning to work on repairs. Boy has it become expensive to procure fire hydrant parts and contract for repair work.
- **Haymeadow Water Court Application** – we have submitted a fairly significant water court application related to the water rights associated with the Haymeadow property. It's water, so it's complicated, and I won't try to describe the details in this memo. All of the usual suspects and heavy hitters in our region have filed objections with the court, including Eagle County, but this was largely anticipated. The exact nature of these objections will become known to us in the next couple of months. Get ready for a number of exciting lawyer and engineer discussions about this case over the next 12 to 18 months.

Wastewater

- **Yearout Energy Project** – this spans both water and wastewater but will likely have a bigger impact on wastewater so I include it here. We have begun compiling the data requested by Yearout. I seem to be developing enough of an understanding of how the financial side of the project works to explain it to most

lay people – this is impressive progress on my part. We are targeting a grant opportunity through the Federal Bureau of Reclamation and intend to submit a grant application this summer.

Buildings & Grounds

- **Eagle River Park** – Pavilion Construction – approval of the construction contract is on the agenda for this Council meeting (May 10, 2022). Commencement of construction will be contingent upon renewal of a lease agreement for the property from Eagle County Government.
- **Spring Clean Up** – our landscape maintenance contractor has begun cleaning the annual flower beds. B&G staff have performed startup of most irrigation systems, although we are not yet irrigating. B&G has also begun the application of fertilizer/herbicide to turf grass areas. We are planning to make a bulk mulch purchase soon so that we can restore the appearance of mulch beds at the Brush Creek Pavilion, on Broadway, at the River Park, etc.

Open Space

- **Open Space and Trails Master Plan** – the Open Space and Recreation Advisory Committee (OSRAC) made a positive recommendation to Council regarding the adoption of the plan at their May 3rd meeting. This recommendation and the draft plan will be coming to Council in advance of our scheduled May 24th work session.
- **Trailhead Kiosks** – the OSRAC also selected a preferred design for the kiosks from two alternatives that were presented and the project is marching forward.
- **Trail Maintenance** – Vail Valley Mountain Trails Alliance crews will begin performing work under our contract next week with Youth Corp crews also arriving soon. Early work will include new deck and railing installation on the Love Connection bridge. We recently had a bid opening for a contract for heavier “machine work” trail maintenance and have awarded this contract to Momentum Trail Concepts.

Streets

- **Summer Maintenance** – we are repairing the typical damage that occurs each winter, things like broken curbs and storm drain inlets. Another round of pothole filling was completed on Grand Avenue. We anticipate being able to purchase hot mix asphalt around May 15th and will be begin making permanent patches of road cuts and potholes at that time.
- **Grand Avenue Right-of-Way Maintenance** – work to begin landscape cleanup and maintenance along Grand Avenue will begin in the next week and continue for several weeks thereafter. The guardrail near the Town’s electronic message sign was successfully removed.
- **Street Sweeping** – we continue to struggle with our old street sweeper and excitedly dream of the arrival of the new one. You’ll be able to easily recognize which streets have been recently swept by looking for the telltale dust pile tracks left behind by our sweeper – we’re doing the best we can and things will get better with the new sweeper in June.
- **Street Repaving Contract** – we advertised this work for bid on April 28th. The budget for 2022 is \$800,000. We are aiming for repaving of Grand Avenue, Abrams Creek Drive, Robbins Egg Lane, along with some smaller repaving work on other roads. Repair and repaving of the Big Dip on Sylvan Lake Road is also a priority.
- **Gravel Alley Grading** – grading of the alleys in the Downtown area is all but complete. Streets has also contracted with a vendor for the application of magnesium chloride dust suppressant on Violet Lane and the gravel parking lot at the Pool & Ice Rink, and this work will begin soon. This will be the first “mag” application that either of these areas has ever received and this will greatly help to solidify the surface and control dust. Last year we applied mag to the River Park parking lot and it weathered the winter in much better condition than in years past.

Engineering

- **Development Review** – lots of work assisting community development with land use review work, notably on the Reserve at Hockett Gulch project. We are also having an increasing number of discussions

with prospective developers who have yet to submit a land use application. A fair number of building permit reviews as well.

- **Broadband** – Comcast and their contractors are beginning work within rights-of-way now.
- **Grand Avenue Corridor Project** – the current design contract is winding down and staff met with the design team on 4/28 in order to prepare for a Stakeholder group meeting on 5/12. We are beginning to develop a Statement of Qualifications solicitation for consultants to carry the design forward, and in the next several weeks we will be having some initial informal meetings with interested consultants.
- **Art Wall** – Norris Design has presented a recommended design for the project to Town staff and we will be scheduling this to be presented to the Council at a meeting soon.

TOWN CLERK

April 2022

Communications

IN THIS EDITION: April 28, 2022

- [Position Openings](#)
- [One Book One Valley](#)
- [Spring/Summer Events](#)
- [Mobile Vending](#)
- Happy Birthday Eagle
- Eagle Flight Days 2022
- [Open Space & Trails Master Plan](#)
- [Eagle Energy Rebates](#)
- Wildfire Community Preparedness
- [Arbor Day 2022](#)
- See Something Say Something

Website News Flash

- Comcast Fiber Optic Project Update
- Yard Waste Facility Opening
- Request for Qualifications and Proposals EV Charging Stations Eagle River Park
- Draft Open Space and Trails Plan Presentation
- Town of Eagle Community Energy Efficiency Program
- Input Needed! Open Space and Trails Plan
- Haymaker Trail and Wildlife Message

Licenses

- Business License 2022 Revenue: \$38,710.00 – Budget \$44,000.00 (includes contractors)
 - Business Licenses Issued: 306
- Liquor License Renewals
 - Sweet Waters Liquor - Renewal
 - Eagle Liquor Mart – Renewal
 - Pickups Pizza - Renewal
- Marijuana
 - No activity
- Tobacco
 - No activity

Website – www.townofeagle.org

- Ask the Town questions: 9
 - Food cart inquiry
 - Trail maintenance inquiry
 - Abandoned vehicle inquiry
 - Homeless services inquiry
 - Ebike park inquiry
 - Utility inquiry
 - Snowplow damage inquiry
 - Dark sky inquiry
 - Court citation inquiry

Records Requests April – 6 – YTD - 12

Sales Tax – 2022 Sales Tax

Filing Period: this indicates sales tax for the actual month sales occurred. These numbers will fluctuate throughout the year as it is reflecting late payments by the retailer or customer retail returns (deductions). Filing Period numbers are updated quarterly. This is the most accurate picture of sales tax collections for that month.

Revenue Period: this amount indicates the month revenue is received by the Town. Revenue period is all money collected by the state for the previous month and any additional months a retailer remits. This amount is what is deposited in the Town's bank account. These returns also get categorized into a "filing period" and are reflected in the sales tax report. This total amount will not change.

First Quarter summary is included as a separate report.

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 650,816.48	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 645,742.11	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 718,423.42	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,014,982.01	\$ 2,064,170.93	15%	\$264,177.15	
Apr		\$ 690,087.86	11%	\$96,780.33	1670

2021					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 551,018.08	\$ 688,558.97	19%	\$67,050.62	1443
Feb	\$ 522,289.69	\$ 576,588.68	20%	\$81,832.64	1311
Mar	\$ 620,202.63	\$ 525,690.74	13%	\$51,489.75	1270
1 Q	\$ 1,693,510.40	\$ 1,790,838.39	18%	\$ 200,373.01	
Apr	\$ 590,933.22	\$ 623,363.57	13%	\$67,089.31	1429

MUNICIPAL COURT
April 2022
Court held April 6 and 20 (canceled)

Citations Issued	Current	YTD	2021
Animal Control	13	27	25
Juvenile	4	4	17
Misdemeanor/Ordinance	0	9	15
Parking	7	50	140
Traffic	13	63	188
Total	37	153	385

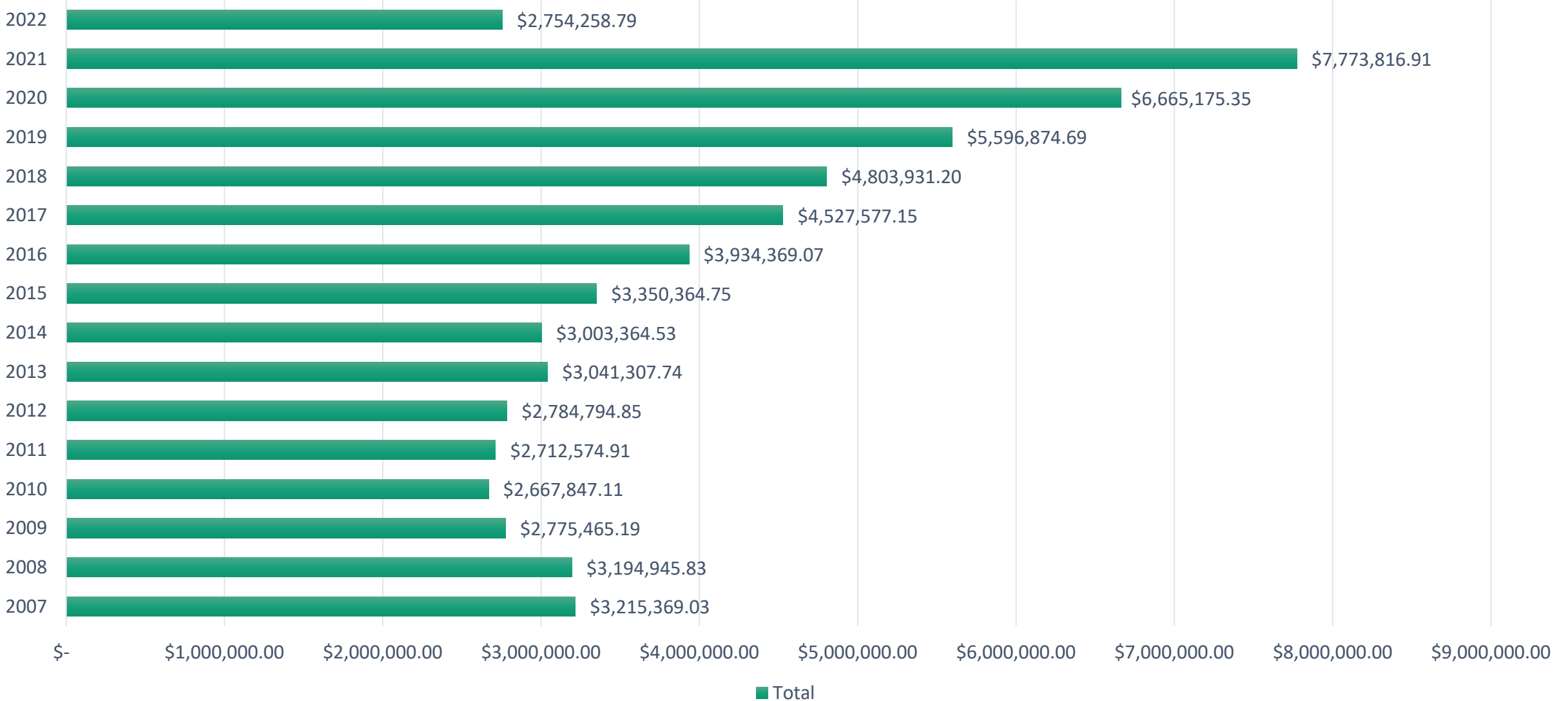
Fines and Fees Collected (includes collections for previous months)	Current	YTD	2021
Court Costs	\$ 30.00	\$ 240.00	\$ 1,210.00
Criminal Police Equipment and Training Surcharge	\$ -	\$ 90.00	\$ 190.00
Traffic Surcharge	\$ 210.00	\$ 1,060.00	\$ 3,360.00
Deferred Judgment Fee	\$ -	\$ 150.00	\$ 150.00
Fines	\$ 1,725.00	\$ 8,190.00	\$ 30,732.50
Outstanding Judgement Fee	\$ -	\$ -	\$ 360.00
Stay of Execution Fee	\$ -	\$ 65.00	\$ -
Bad Check Fee	\$ -	\$ -	\$ 120.00
Warrant Fee	\$ -	\$ -	\$ 140.00
Failure to Appear	\$ 385.00	\$ 1,575.00	\$ 2,800.00
Victim Restitution Fee	\$ -	\$ -	\$ -
Total	\$ 2,350.00	\$ 11,370.00	\$ 39,062.50

Dispositions (Payments or Court Appearances)	Current	YTD	2021
Animal Control	3	9	14
Juvenile	2	2	15
Misdemeanor/Ordinance	0	4	8
Parking	9	68	146
Traffic	10	38	189
Total	24	97	372

Outstanding Fines and Fees by Date	
Current	\$ 485.00
1-30 Days Past Due	\$ 395.00
31-60 Days Past Due	\$ 395.00
61-90 Days Past Due	\$ 450.00
91-180 Days Past Due	\$ 7,584.00
Total	\$ 9,309.00

ANNUAL TOTAL SALES TAX 2007-2022 REVENUE PERIOD TOTALS

**2016 - PRESENT INCLUDE .5% SALES TAX INCREASE*



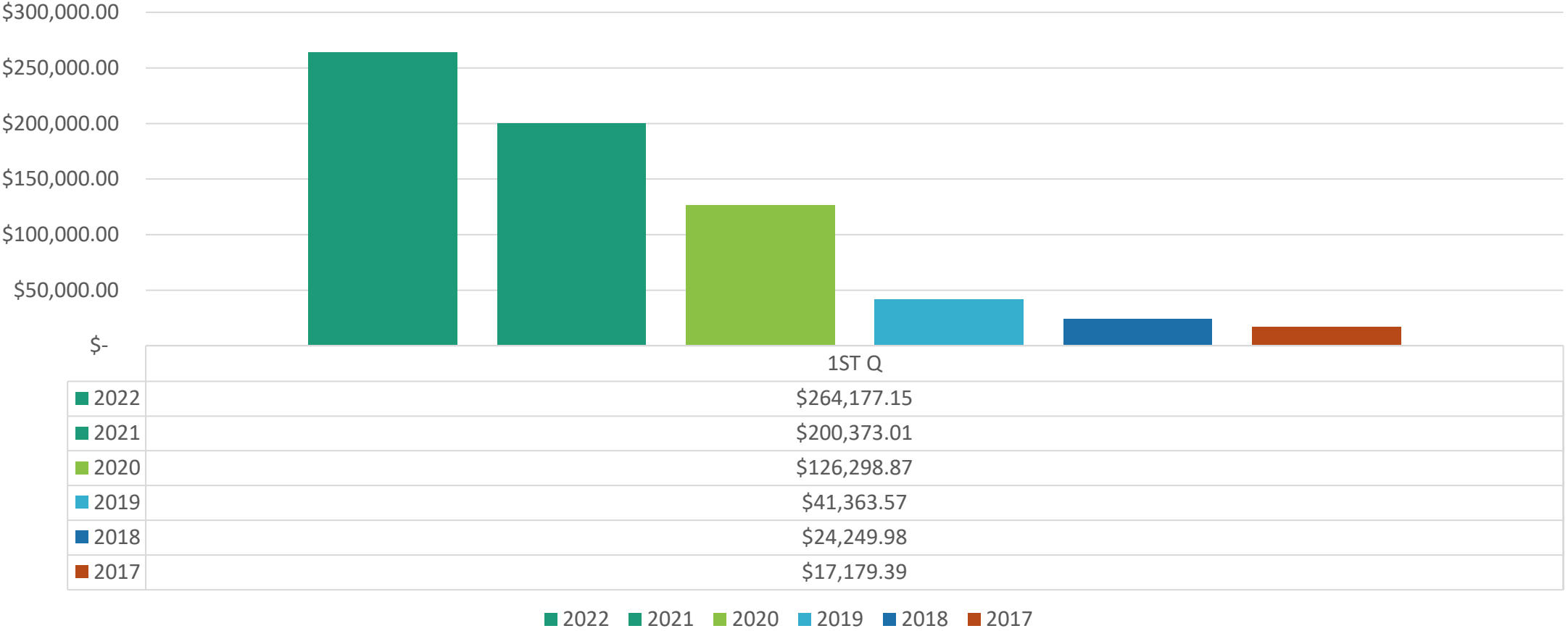
TOTAL SALES TAX BY QUARTER
2013-2022
REVENUE PERIOD TOTALS



ONLINE SALES TAX BY QUARTER

2017-2022

REVENUE PERIOD TOTALS

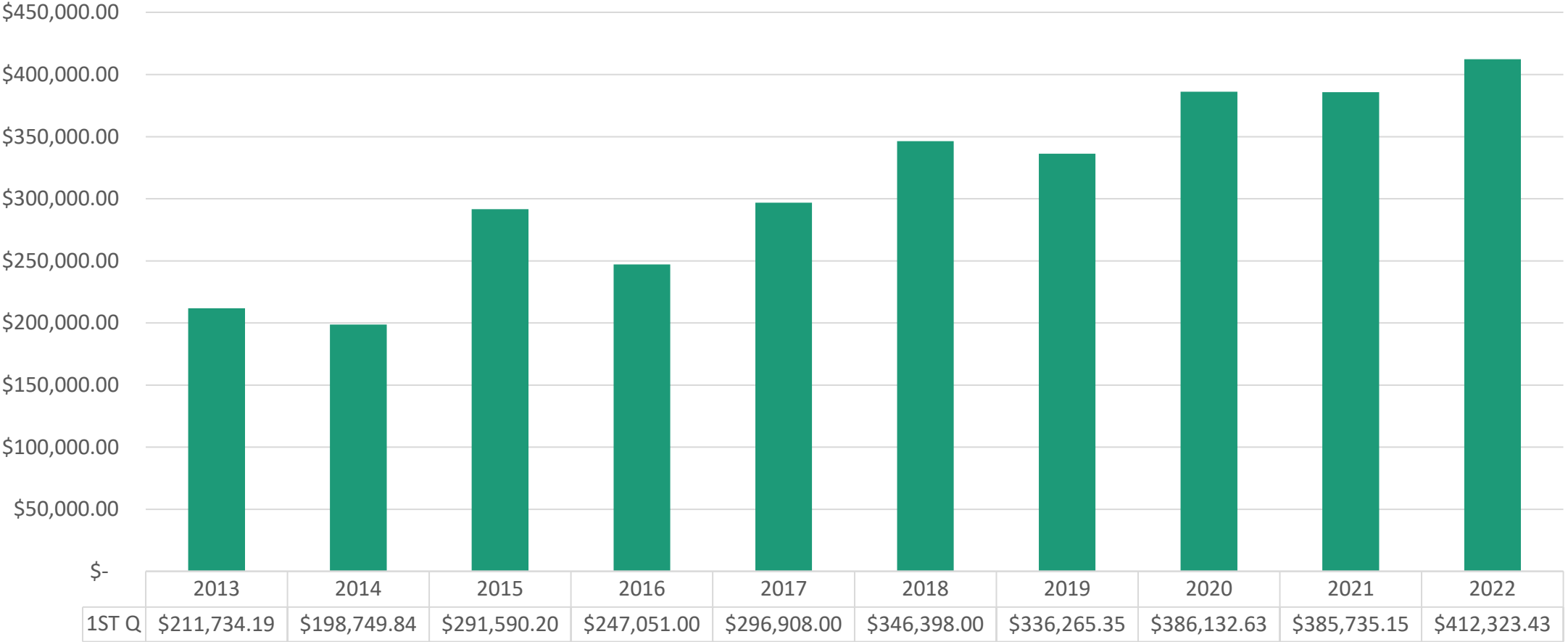


Online sales are included in the retail and out of area sectors.

RETAIL QUARTERLY COLLECTIONS
2013-2022



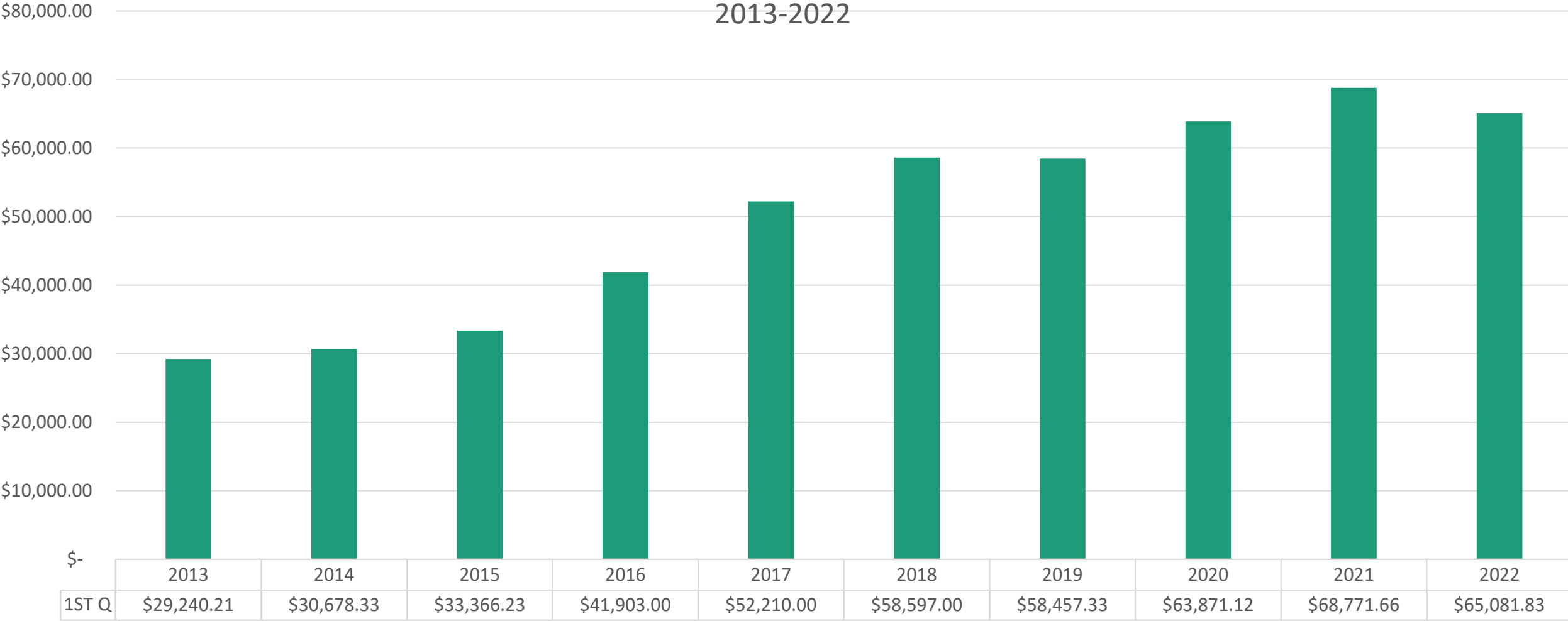
FOOD QUARTERLY COLLECTIONS
2013-2022



RESTAURANTS & BARS QUARTERLY COLLECTIONS
2013-2022



LIQUOR STORES QUARTERLY COLLECTIONS
2013-2022



1ST Q

LODGING QUARTERLY COLLECTIONS

2013-2022



UTILITIES QUARTERLY COLLECTIONS

2013-2022



AUTOMOTIVE QUARTERLY COLLECTIONS
2013-2022



■ 1ST Q

MISCELLANEOUS QUARTERLY COLLECTIONS
2013-2022



BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS
2013-2022



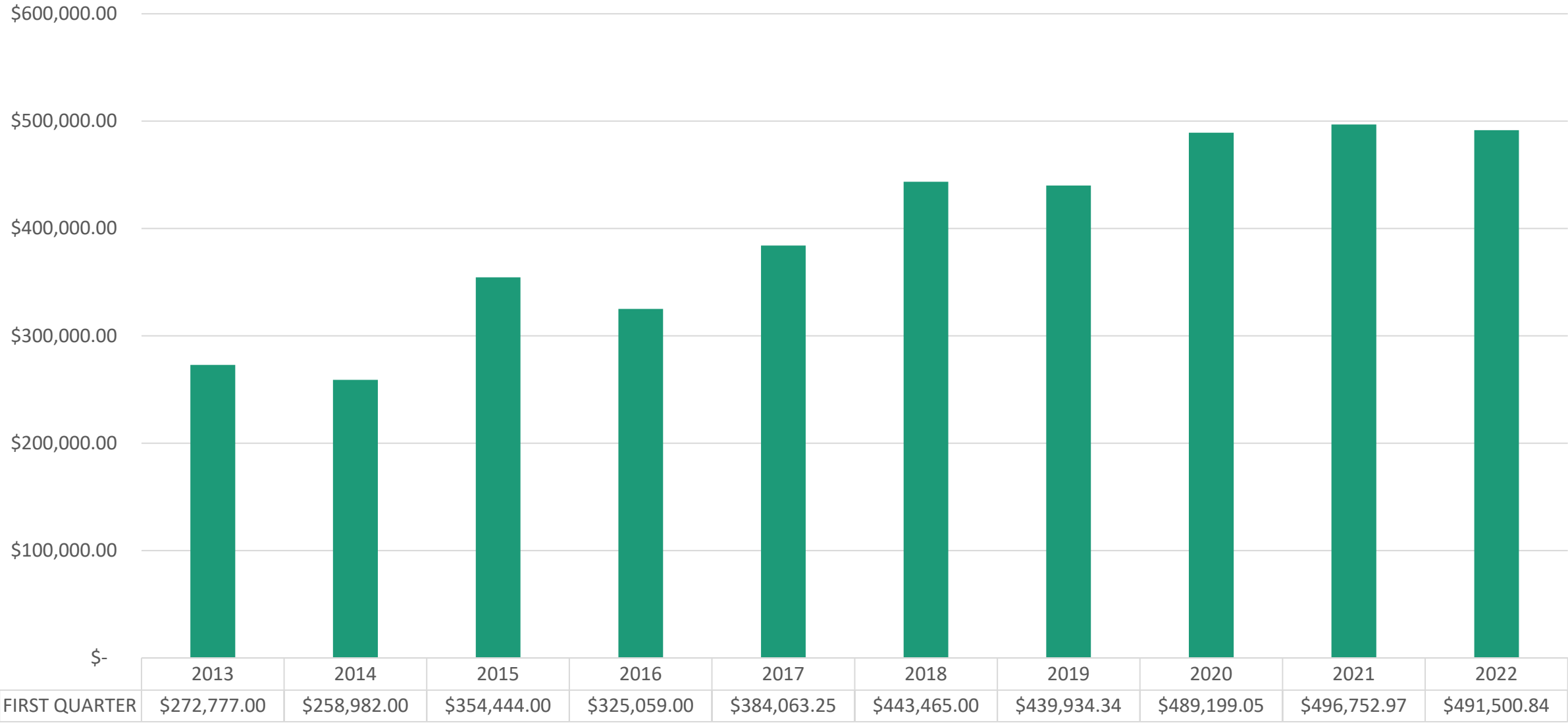
DOWNTOWN DISTRICT QUARTERLY
2013-2022



CHAMBERS AVENUE QUARTERLY 2013-2022

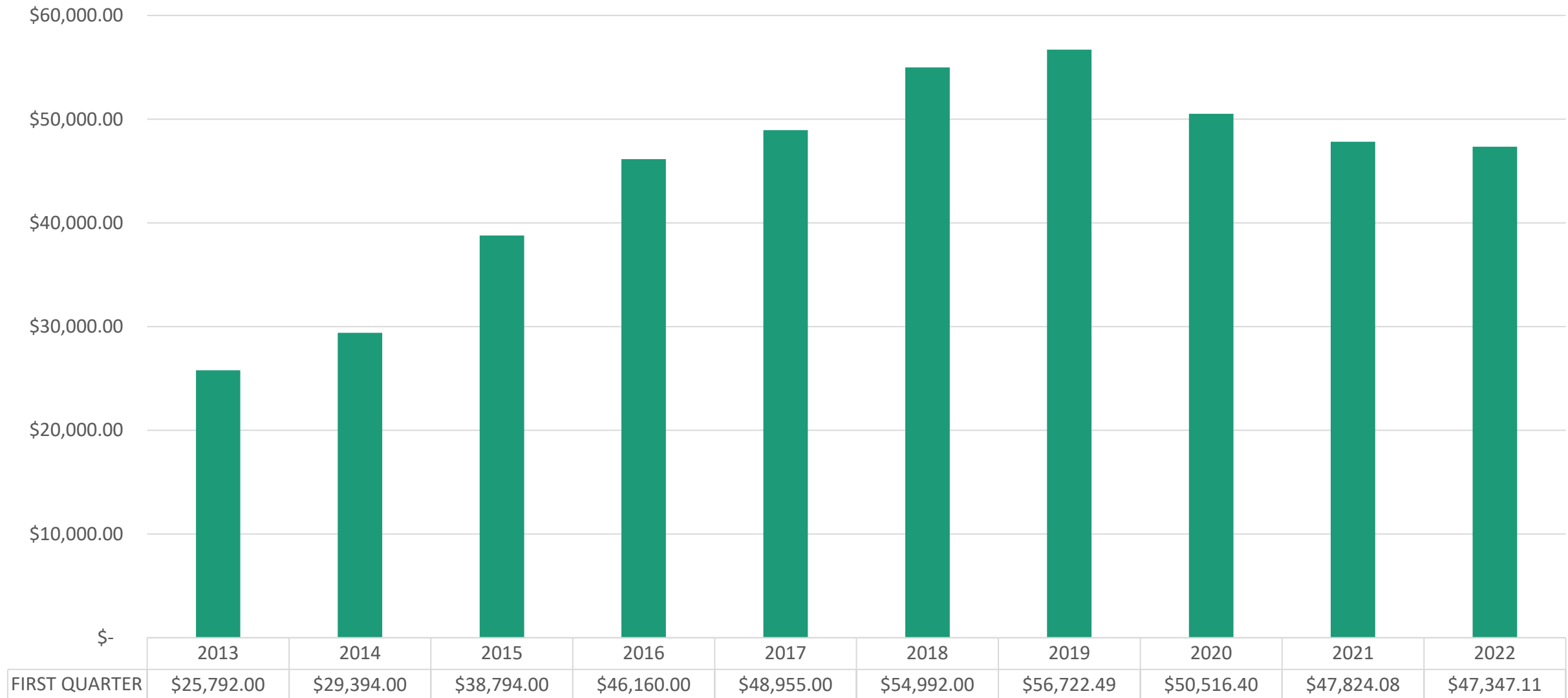


MARKET STREET QUARTERLY
2013-2022



■ FIRST QUARTER

HIGHWAY 6/GRAND AVE. QUARTERLY 2013-2022



■ FIRST QUARTER

EAGLE RANCH QUARTERLY
2013-2022



■ FIRST QUARTER

OTHER AREAS QUARTERLY 2013-2022





To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development Department

Date: May 10, 2022 (continued from April 26, 2022)

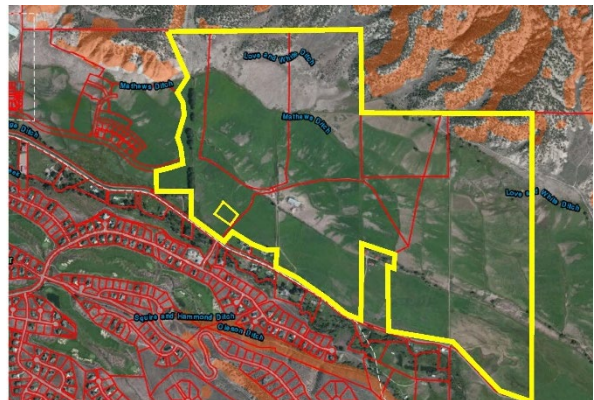
Agenda Item: Resolution No. 34, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Minor Subdivision of Haymeadow Tract Z

REQUEST:

For Town Council to consider a resubdivision of Haymeadow Tract Z, in order to plat the Cabin Parcel.

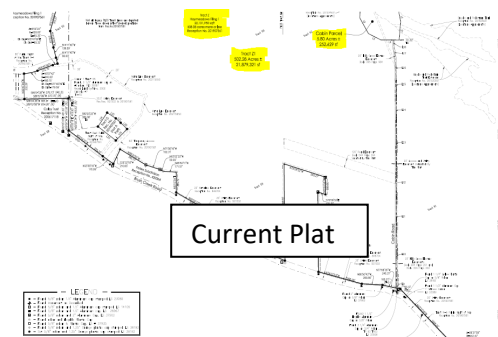
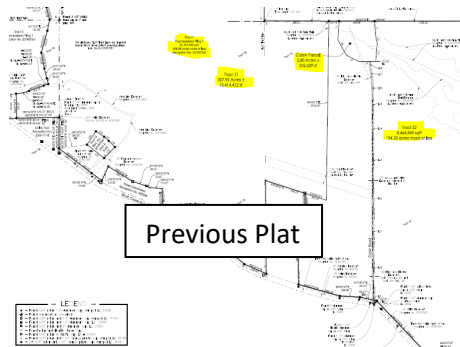
INTRODUCTION:

The Haymeadow property is roughly 660 acres and extends south and east from the current intersection of Brush Creek Road and Sylvan Lake Road. Haymeadow was annexed, zoned PUD, and initially platted in 2014. Since the original approvals, the Annexation and Development Agreement and PUD have been amended multiple times, and the Final Plat for Filing 1 has been recorded. On May 22, 2021, the Town of Eagle approved an amendment to the Haymeadow PUD that included the use of an existing cabin located at the east end of the property for special events along with the requirement that it be subdivided so that the cabin was located on a privately owned lot.



The existing Tract Z, consisting of 508.131 acres of land for future development, was subdivided in 2019 with the Haymeadow Filing 1 Final Plat. Brandon Cohen of ABRIKA Properties, LLC (Applicant) is requesting a re-subdivision of Tract Z. The proposed plat includes the 5.8-acre Cabin Parcel. A 194.33-acre Tract Z2 portion was shown on the version of the plat presented to the Planning & Zoning Commission on April 5, 2022. The Z2 portion has now been removed as this portion of land is no longer under contract with The Conservation Fund. Tract Z from Filing 1 is now being split into Tract Z1, which is roughly 502.28 acres and the Cabin Parcel, which is roughly 5.80 acres.

Previous Plat			Current Plat	
Tract Z1	Tract Z2	Cabin	Tract Z1	Cabin
307.95 acres	194.33 acres	5.80 acres	502.28 acres	5.80 acres



ANALYSIS:

Section 4.12.060. - *An application for a minor subdivision shall follow the review procedures as set forth for lot line adjustment in Section 4.12.040.*

STANDARD #1: *The final subdivision plat conforms to the Town’s regulations, goals and policies.*

Regulations

Staff Comment: The Municipal Code requires that the application’s plat meet all requirements in Section 4.12.020.C. The Final Plat has been reviewed by the Town Engineer, Planning, Town Attorney, and a 3rd party surveyor to ensure the document has been prepared to meet all requirements set forth by the Municipal Code. All comments have been shared with the applicant and addressed in the application. As there may be additional comments that come as a result of the public hearing process, staff has included a condition of approval that any additional technical comments will be addressed prior to recording of the Final Plat.

If the Cabin Parcel is to be developed as approved under the amended PUD, a Development Permit will be required. The Development Permit is a requirement under the recorded Development Agreement that was part of the 2nd PUD Amendment. The criteria included as part of Chapter 4.13 Subdivision Design, Improvements, and Dedications shall be addressed at that time. Since Tract Z1 includes lands involving future subdivision under the current PUD, all subdivision criteria will be evaluated at time of re-subdivision.

Goals and Policies

Staff Comment: Staff reviewed the application against the goals and policies in the Elevate Eagle Comprehensive Plan (2021 Amendment). The process of subdividing Tract Z is not specifically addressed by policies in the Comprehensive Plan. A review of the policies for the Cabin was provided by staff during the PUD Amendment process and will be re-reviewed and updated once the application for Development Permit is submitted.

Recommended Conditions of Approval:

1. Within 30 days of the date of this Resolution and prior to recordation of the plat depicting the Minor Subdivision, Owner shall make technical corrections to the Application documents as directed by Town staff.

COMMUNITY INPUT:

One letter of public comment was received on April 11, 2022 and is included as part of this packet.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This application does not specifically align with any Strategic Plan Objectives.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to **Approve** Resolution No. 34, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Minor Subdivision of Haymeadow Tract Z.

ATTACHMENTS:

- Project Application and Narrative
- Final Plat
- Public Comment
- P&Z Commission Meeting Minutes dated April 5, 2022
- Resolution No. 34, Series 2022



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

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Haymeadow Minor Subdivision of Tract Z

PRESENT ZONE DISTRICT PUD **PROPOSED ZONE DISTRICT** PUD
(if applicable)

LOCATION

STREET ADDRESS To be determined

PROPERTY DESCRIPTION

SUBDIVISION Haymeadow Filing 1 **LOT(S)** Tract Z **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE _____
see attached application narrative

APPLICANT NAME ABRIKA Properties, LLC **PHONE** 352-854-7753

ADDRESS 8250 SW 27th Ave Ocala FL 34476 **EMAIL** brandon@abrika.com

OWNER OF RECORD same as above **PHONE** _____

ADDRESS _____ **EMAIL** _____

REPRESENTATIVE* Scott Schlosser **PHONE** 9703909223

ADDRESS PO Box 5607 Eagle CO 81631 **EMAIL** scottschlosser66@gmail.com

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

APPLICATION SUBMITTAL ITEMS:

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

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

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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

Signature

 _____
Date

FOR OFFICE USE ONLY

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

Haymeadow Cabin Parcel, a Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1

Application Narrative

Updated May 4, 2022

The Haymeadow Filing 1 Final plat was approved by Ordinance #4 of 2019. This initial final plat of Haymeadow defined the project boundary and created open space parcels, school and park land dedication parcels, road rights-of-ways, easements, alleys, common parcels, four multi-family development tracts, eight single family lots, five duplex lots and future development parcels.

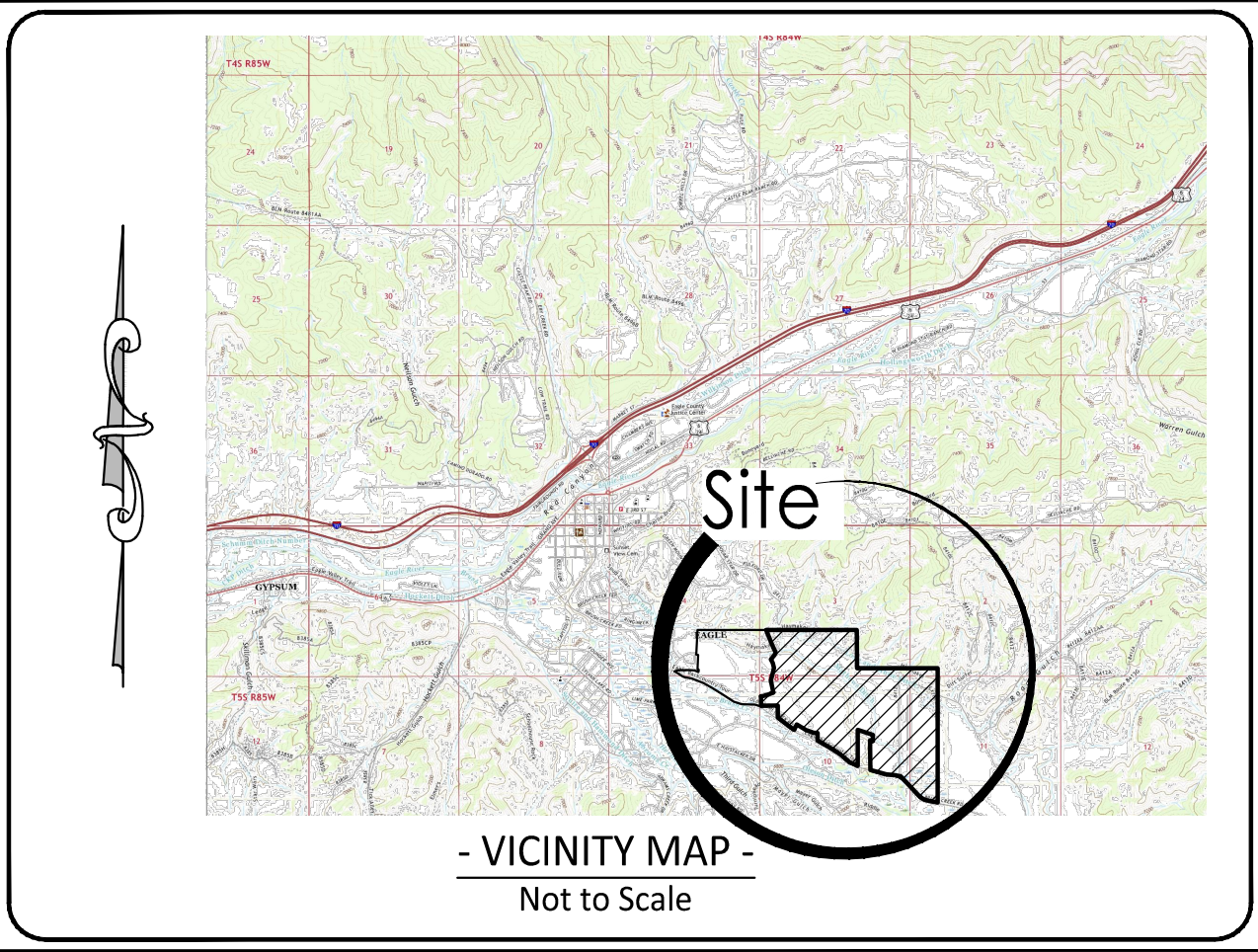
The two Future Development parcels, particularly Tract Z, represent future phases of Haymeadow and will be subdivided, as those phases are designed and initiated, into development parcels and open space areas in compliance with the approved Haymeadow PUD Development Plan. Currently Tract Z is a 508 acre parcel that represents the majority of the Haymeadow 660 acre total area.

On May 22, 2021 the Town of Eagle approved Ordinance No. 7, Series of 2021, authorizing an amendment to the Haymeadow PUD. This amendment included a change in use and a designation of a new parcel for the existing cabin located in the east end of the property, within Tract Z.

Condition G of Ordinance 7 requires the applicant to submit a final plat for the cabin parcel within one year of the date of the Ordinance 7 approval. This proposed minor subdivision application fulfills that condition of approval. The proposed plat creates the 5.8 acre cabin parcel as designated and described in the 2021 PUD Amendment.

A second revision to Tract Z that was proposed in the initial application submittal was to be the creation of a lot line that subdivides the existing 508 acre parcel (minus the 5.8 acre cabin parcel) into two separate parcels. ABRIKA is no longer pursuing that re-subdivision of Tract Z and the originally submitted plat document has been revised to eliminate that portion of the application.

The only action proposed under this revised document is the creation of the cabin parcel and an associated access easement across Tract Z.



Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1

Situated in Tracts 37, 38, 55, 59, 61, and 62 of Sections 2, 3, 10 and 11,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, County of Eagle, Colorado

Eagle County File Number: _____

CERTIFICATE OF DEDICATION AND OWNERSHIP

We, the undersigned, the sole owner(s) in fee simple of all that real property described as follows:

Tract Z as depicted in the plat of Haymeadow Filing 1 recorded at Reception No. 201907561 and Haymeadow Filing 1 First Amendment, Reception No. 202115650

Surveyed Legal Description:

A parcel of land situated in Tracts 37, 38, 55, 59, 61 and 62 of Sections 2, 3, 10 and 11, Township 5 South, Range 84 West of the Sixth Principal Meridian in the County of Eagle and State of Colorado, all bearings shown hereon being based on an assumed bearing of N89°57'47"E the line between Corner 2 of Tract 38 a 2 1/2" USGL0 Brass Cap on a 1" diameter iron pipe and Corner 1 of said Tract 38 a 2 1/2" Aluminum Cap on a 3/4" rebar, said tract of land being more particularly described as follows:

COMMENCING at said Corner 2 of Tract 38 thence along the north line of said Haymeadow Filing 1, also being the North line of said Tract 38 N 89°57'47" E a distance of 2404.93 feet to a 5/8" rebar and 1.25" orange plastic cap stamped LS 38182 and the POINT OF BEGINNING;

Thence the following five (5) courses along the northerly and easterly lines of said Haymeadow Filing 1:

1. N 89°57'47" E along the North Line of Tract 38 a distance of 414.51 feet to corner 2 of said Tract 37;
2. N 89°58'44" E along the North Line of said Tract 37 a distance of 2779.22 feet to corner 1 of said Tract 37;
3. S 00°14'15" E along the East Line of said Tract 37 a distance of 1346.39 feet to corner 2 of said Tract 62;
4. S 89°57'23" E along the North line of said Tract 62 a distance of 2838.60 feet;
5. S 00°02'37" W a distance of 4712.91 feet to a point on the North line of Tract R-6 as depicted on said plat of Haymeadow Filing 1;

Thence the following six (6) courses along the northerly lines of said Tract R-6:

1. N 79°18'50" W a distance of 442.12 feet;
2. 204.28 feet along a curve to the right, having a radius of 442.47 feet, a central angle of 026°27'09", the chord of which bears N 59°21'09" W a distance of 202.47 feet;
3. N 43°33'18" W a distance of 1004.24 feet;
4. N 77°06'35" W a distance of 240.37 feet;
5. N 86°50'43" W a distance of 269.89 feet;
6. N 74°27'53" W a distance of 586.28 feet to a point on a westerly line of said Haymeadow Filing 1, also being the easterly line of that parcel of land as described at Reception No 201705825;

Thence the following five (5) courses along the coincidental limits of said Haymeadow Filing 1 and said Reception No. 201705825:

1. N 00°27'52" W a distance of 1042.62 feet;
2. S 72°09'52" E a distance of 105.30 feet;
3. N 00°27'52" W a distance of 226.55 feet;
4. N 72°09'52" W a distance of 565.27 feet;
5. S 00°27'52" E a distance of 1263.78 feet to a point on the North line of Tract R-5 as depicted on said plat of Haymeadow Filing 1;

Thence the following four (4) courses along the northerly lines of said Tract R-5:

1. N 66°34'10" W a distance of 324.41 feet;
2. N 49°39'25" W a distance of 450.18 feet;
3. N 57°05'19" W a distance of 371.82 feet;
4. N 59°59'33" W a distance of 536.59 feet to a point a westerly line of said Haymeadow Filing 1, also being the easterly line of the Peters Subdivision as recorded at Reception No. 420364;

Thence the following six (6) courses along the coincidental limits of said Haymeadow Filing 1 and said Peters Subdivision:

1. N 00°12'04" E a distance of 264.72 feet;
2. N 85°52'11" W a distance of 171.57 feet;
3. N 62°02'32" W a distance of 50.05 feet;
4. N 71°56'16" W a distance of 192.31 feet;
5. N 58°31'55" W a distance of 390.77 feet;
6. S 25°22'18" W a distance of 210.65 feet to a point on the North line of said Tract R-4;

Thence the following two (2) courses along the northerly lines of Tract R-4:

1. N 53°59'19" W a distance of 170.99 feet;
2. N 52°54'31" W a distance of 555.72 feet to a point on the East line of Tract 58 being coincidental with the easterly line of that parcel of land as described at Reception No. 200617118 and a westerly line of said Haymeadow Filing 1;

Thence N 00°05'18" E along said East line of Tract 58 a distance of 419.93 feet to Corner No. 1 of said Tract 58;

Thence S 89°04'38" W along the North limit of said Tract 58 a distance of 579.73 feet to a point on the East line of Tract OS-2 as depicted on said plat of Haymeadow Filing 1;

Thence N 00°47'54" W along said easterly limit of Tract OS-2 a distance of 332.26 feet to a point of non-tangency;

Thence the following four (4) courses along the southerly and easterly lines of Tract R-1 as depicted on said plat of Haymeadow Filing 1:

1. 180.15 feet along the arc of a curve to the left, having a radius of 640.00 feet, a central angle of 016°07'42", the chord of which bears N 77°49'49" E a distance of 179.56 feet;
2. N 69°45'58" E a distance of 212.75 feet;
3. 65.35 feet along the arc of a curve to the right, having a radius of 620.00 feet, a central angle of 006°02'22", the chord of which bears N 72°47'09" E, a distance of 65.32 feet;
4. N 14°11'40" W a distance of 80.00 feet to a point on the easterly line of Tract X as depicted on said plat of Haymeadow Filing 1;

Thence the following six (6) courses along the easterly lines of said Tract X:

1. N 14°11'40" W a distance of 138.29 feet;
2. N 10°58'59" W a distance of 218.29 feet;
3. N 15°33'02" E a distance of 310.27 feet;
4. N 11°13'21" E a distance of 153.59 feet;
5. N 14°18'05" W a distance of 174.78 feet;
6. N 28°45'23" W a distance of 137.77 feet to a point on the easterly line of Tract OS-3 as depicted

on said plat of Haymeadow Filing 1;

Thence the following four (4) courses along the easterly lines of said Tract OS-3:

1. N 39°15'41" E a distance of 203.58 feet;
2. N 21°03'55" E a distance of 109.20 feet;
3. N 26°46'01" W a distance of 173.59 feet;
4. N 22°39'32" W a distance of 673.48 feet to the POINT OF BEGINNING,

Containing 509.68 Acres (22,201,732 square feet), more or less.

Less and Except:

Tract G of Haymeadow Filing 1 Subdivision as recorded at Reception No. 201907561. Containing 1.60 Acres (69,782 square feet), more or less.

Said Parcel containing a Total of 508.08 Acres (22,131,950 square feet), more or less.

Have by these presents laid out, platted and subdivided the same into parcels and tracts as shown on this plat and designate the same as Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1 in the Town of Eagle, County of Eagle, State of Colorado; and do hereby grant, convey, dedicate and set apart to the Town of Eagle, County of Eagle, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only.

We hereby accept the responsibility for the completion of all required public improvements for the Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

We further state that this subdivision shall be subject to the protective covenants filed on recorded for this subdivision in the offices of the Clerk and Recorder of Eagle County, Colorado, in Book _____ at Page _____, as Document No. _____.

Executed this _____ day of _____, 20____.

Owner: Abrika Properties LLC

By: _____

Name: _____

STATE OF COLORADO)

) ss.

COUNTY OF EAGLE)

The foregoing Certificate of Dedication and Ownership was acknowledged

before me this _____ day of _____, 20____,

by _____

as _____

of: Abrika Properties LLC

Witness my hand and official seal _____

My commission expires: _____ Notary Public

OWNER'S ADDRESS

Abrika Properties LLC

P.O. Box 772289

Ocala, FL 34477

TITLE CERTIFICATE

Land Title Guarantee Company does hereby certify that it has examined the title to all lands shown on this plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1, Town of Eagle, County of Eagle, State of Colorado, and that title to such lands is vested in Abrika Properties LLC is free and clear of all liens, and encumbrances, except as follows:

Executed this _____ day of _____, 20____.

By: _____

Title Examiner

TOWN COUNCIL CERTIFICATE

This plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1 is approved by Town Council of the

Town of Eagle, Colorado, this _____ day of _____.

20____, for filing with the Clerk and Recorder of Eagle County, Colorado, and for conveyance or dedication to the Town of Eagle the public dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Town Council of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Town Council.

TOWN OF EAGLE, COLORADO

By: _____

Mayor

Witness my hand and seal of the Town of Eagle, Colorado

ATTEST: _____

Town Clerk

MORTGAGEE OR LIENHOLDERS CERTIFICATE

_____ does hereby certify that it is the holder of

against the lands shown on this plat and hereby consents to the subdivision of the lands shown hereon.

Executed this _____ day of _____, 20____.

Mortgagee or Lienholder

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of

_____ upon all parcels of real estate described on this plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1 are paid in full.

Dated this _____ day of _____, A.D. 20____.

_____ Treasurer of Eagle County, Colorado

PLANNING COMMISSION CERTIFICATE

This plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow

Subdivision Filing 1 is recommended for approval by the Town of Eagle Planning Commission this _____ day of

_____, 2022.

_____ Chair

EAGLE COUNTY CLERK AND RECORDER CERTIFICATE

This plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1, was filed for record in the office of the Eagle County Clerk

and Recorder at _____ o'clock _____ M. on the

_____ day of _____, 20____, and is duly recorded at

Reception No. _____

EAGLE COUNTY CLERK & RECORDER

By: _____

Deputy

Declarations or Protective Covenants are filed in Book _____ at Page _____, as Document No. _____.

NOTES:

1. The purpose of this plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1 is to lay out, dedicate and plat the lot and easements as shown hereon.

2. Basis of Bearings: Bearings shown hereon are based on an assumed bearing of N89°57'47"E the line between Corner 2 of Tract 38 a 2 1/2" USGL0 Brass Cap on a 1" diameter iron pipe and Corner 1 of said Tract 38 a 2 1/2" Aluminum Cap on a 3/4" rebar as shown hereon.

3. Survey date: July 2021.

4. Units of linear measurements are displayed in US Survey Feet.

5. Property descriptions shown hereon are based on the record document recorded at Reception Number 201907561 as Final Plat Haymeadow Filing 1.

6. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easements and other encumbrances of record has been taken from the final plat Haymeadow Filing 1, Reception Number 201907561 and those depicted in Haymeadow Filing 1 First Amendment, Reception No. 202115650.

7. Flood Zone Classification: Zone X according to FIRM Map Number 08037C0393D with an effective date of December 4, 2007 whose elevation datum is relative to NAVD 88.

8. All Parcels and Tracts located within this plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1 are subject to the Town of Eagle, Colorado Resolution No. 7 (series of 2021) recorded at Reception No. 202114804, the Town of Eagle, Colorado Resolution No. 12 (series of 2021) recorded at Reception No.2021011274 and the First Amended PUD Guide for the Haymeadow Planned Unit Development recorded at Reception No. 202114805.

9. Abrika Properties, LLC dedicates and vacates the easements as shown hereon to the town for various uses including but not limited to:

A. Public Access Easements on, over, above, across and through those areas designated hereon as "Public Access Easements" for the use of the public for pedestrian and non-motorized vehicular traffic.

B. General use utility easements on, over, under, above, across and through those areas designated hereon as "Utility Easements" for the purposes of the installation, use, repair, replacement, improvement and maintenance of public utilities.

C. The private road easement as described at Reception No. 440409 in Book 544 Page 264 is vacated by this Plat. There is no road in the location described in the exhibit and the terms of the record easement document have expired.

10. Abbreviations: Aluminum = Alum.; Angle Point = AP; Center line = CL; Diameter= dia.; Land Surveyor = LS; Metropolitan = Metro; Public Land Survey System = PLSS; Principal Meridian = P.M.; Reception Number = Reception No. or Rec.No. or Rec.; Tract = TR; Utility Easement = EU; United States Government Land Office= USGL0;

11. Approval of this plan creates a vested property right pursuant to C.R.S. § 24-68-103.

SURVEYOR'S CERTIFICATE

I, Scott A. Hemmen, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this plat of Haymeadow Cabin Parcel, A Minor Subdivision of Tract Z of the Haymeadow Subdivision Filing 1 of the Town of Eagle is a true, correct, and complete as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, stated upon the ground in compliance with 38-51-105 C.R.S.

Scott A Hemmen
PLS 38182 for and
on the behalf of SGM

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

Haymeadow Cabin Parcel, A Minor
Subdivision of Tract Z of the
Haymeadow Subdivision Filing 1
Town of Eagle, Colorado

#	Revision	Date	By:
1	rev.conservatn parcel	4/27/2022	scb
2	revised to reflect only comments	3/16/22	
3	add paymon	3/16/22	
4	area configuration	4/29/22	
5			
6			
7			
8			
9			

Draw No. 2016-277-000

Date: _____

Job By: _____

Date: _____

Approved: _____

File: \raymadow\Minor-72\CA

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In the event you do not discover such defect within the three year period, your remedy shall be more than one year after the date of completion of this survey. This survey is being made more than one year after the date of completion of this survey.

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

#	Request	Date	By
1	raised to reflect only comments	3/16/22	
2	grammar comments	3/28/22	
3			
4			
5			
6			
7			
8			
9			

Notice: California law requires that you must commence any legal action based upon any alleged violation of this survey within three years after you first discover such defect. In no event may any legal action be commenced later than the date of publication of this survey. You hereby acknowledge that you have read and understand the above notice and agree to be bound by its terms.

Job No: 2016-27700

Drawn by: MEW

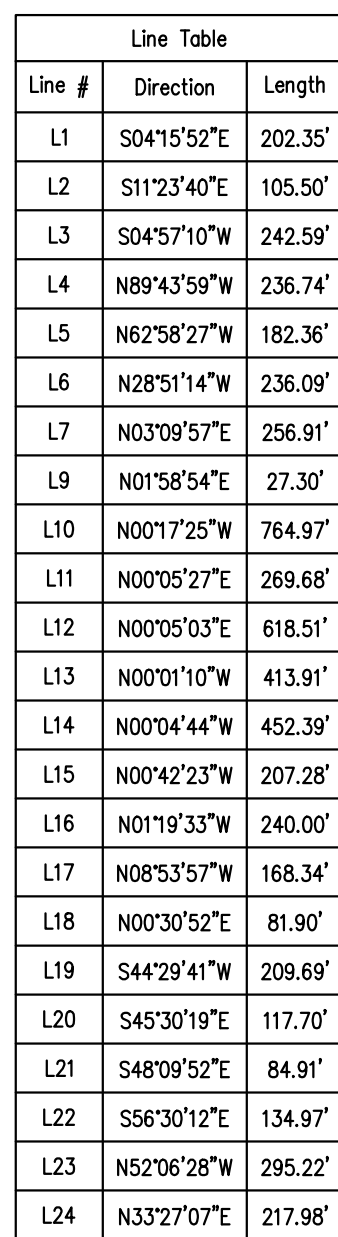
Date: 11/02/2022

CAIGC - [PLS]

File: Haymesdown1102172022

Sheet No.

Page 136 of 206



REVIEW COPY

\\h:\2016\2016-277-Haymeadows\006-Conservation\parcel\minor\subdiv\H-Dwas\Sury\Dwas\BaseMaas\HaymeadowMinor-TrzCabin.dwg Plotted: 4/27/2022 11:36 AM By: Scott Hemmen



Town of Eagle
200 Broadway
Eagle, CO 81631

April 9, 2022

Town of Eagle Council,

On behalf of Hardscrabble Trails Coalition (HTC), we are writing regarding the Haymeadow Conservation Project executive session scheduled for April 12, 2022. As you develop your strategy for negotiating this project, we would like to voice our support to promote the continued historic use and management of the Haymaker and Extra Credit trails by the Town of Eagle. Furthermore, we would like to encourage a stronger position on new recreational development in the area.

The Haymeadow trails are an important investment for and an asset to the residents of Eagle. Through the Eagle Open Space and Trails plan process, the plan identifies that “the majority (64% or 68 miles) of trails in the singletrack trail system are intermediate. Beginner and advanced trail mileage is comparatively limited, at 10 and 24 miles respectively.” While the plan is pending final approval, one recommendation under “Accessibility and Education” is to “explore and collaborate on efforts to develop more beginner-friendly and skill-building opportunities in the area.”

The terrain, proximity to density, proximity to the BMX bike park and family recreation center make Haymeadow the perfect place to expand beginner trails. We would like the Town to consider asking for 3 miles of new trail instead of .75 miles. It is the perfect opportunity to strengthen the portfolio of beginner trail access.

Furthermore, we would like to ask to preserve the future trailhead parking and access as it makes sense on the approved Haymeadow plan. As the development builds out, planning for additional capacity and parking is important.

We are hopeful that this project will be approved and are excited about the conservation of land in order to protect our wildlife and recreational opportunities.

Sincerely,

Robert Tadlock, President
Charlie Brown, Vice President
Laura Turitz, Treasurer
Nicky Asselin, Secretary

Hardscrabble Trails Coalition
www.hardscrabbletrailscoalition.org



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

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

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

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

COMMISSIONERS PRESENT

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

COMMISSIONERS ABSENT

Lani Webb, Kyle Hoiland

STAFF

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

APPROVAL OF MINUTES

1. Minutes dated March 15, 2022

The March 15, 2022 minutes were approved without change.

PUBLIC COMMENT

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

PUBLIC HEARINGS

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

Staff Presentation

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

Q & A

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

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

Applicant Presentation

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

Q & A

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

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

Public Comment

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

Deliberation

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

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

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

MOTION WAS SECONDED BY NUTKINS AND PASSED UNANIMOUSLY.

Hood closed file # MS22-01.

ADJOURN

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

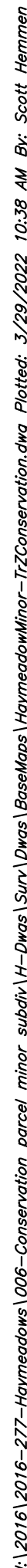
MEETING ADJOURNED AT 6:35 PM.

APPROVED:

DATE:

Matthew Hood, Chairman

Nikki Davis, Administrative Tech II



Eagle County File Number: _____

SGM
1118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Haymeadow Cabin and Conservation Fund
Parcels, A Minor Subdivision of Tract Z of
the Haymeadow Subdivision Filing 1
Town of Eagle, Colorado

#	Revision	Date	By
1	recoverservation parcel	12/2/2002	son
2	revised to reflect only comments	3/16/02	
3	and yarrow	3/28/02	
4			
5			
6			
7			
8			
9			

Job No. 2016-277-000

Drawn By: MEW

Date: 11/02/2002

Approved: _____ PLS: _____

File: HaystackMntr-10

Notice: According to Colorado law, you must complete any legal action based upon any defect in this survey within three years after you first discover such defect. In the event you are not satisfied with the results of this survey, you may wish to consider more than ten years from the date of this certification, upon which you may bring an action for more than ten years.

Title: Haymeadow Cabin
and Conservation
Parcels
A Minor Subdivision

Sheet No.

Of: 2

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

By	Date	Revision	#
	12/16/22		1
	12/28/22		2
			3
			4
			5
			6
			7
			8

Drawn By: 2016-277-0000

Job No. 2016-277-0000

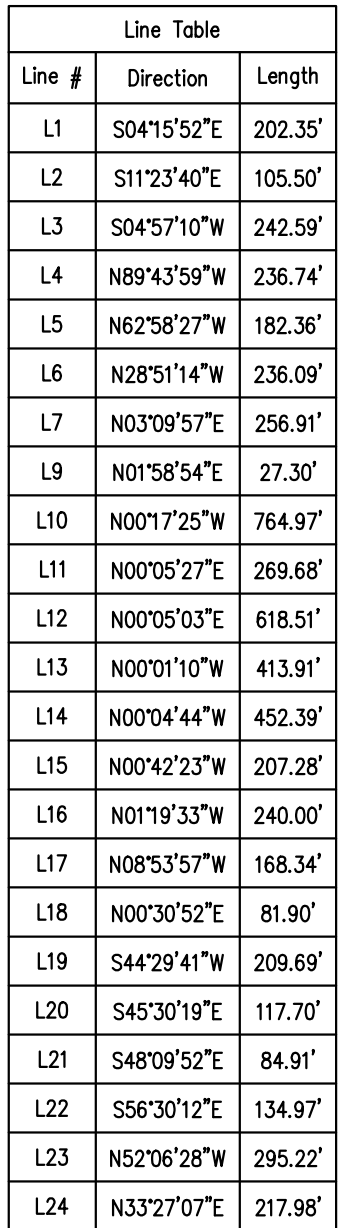
Date: 11/02/2022

QC'd By: PLS

File: HaymeadowMinorTrConservation

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event shall any action be commenced later than the date the survey be commenced more than ten years after the date of the certification given hereon.

Of: 2



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 34
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MINOR SUBDIVISION OF HAYMEADOW TRACT Z

WHEREAS, ABRIKA Properties, LLC ("Owner") owns the real property described as Tract Z of the Haymeadow Subdivision Filing 1, Situated in Tracts 37, 38, 55, 59, 61, and 62 of Sections 2, 3, 10 and 11, Town of Eagle, Colorado (the "Property");

WHEREAS, Owner filed an Application for a Minor Subdivision to re-subdivide the Property, to plat the Cabin Parcel (the "Application");

WHEREAS, on April 5, 2022, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application with conditions; and

WHEREAS, on April 26, 2022, the Town Council held a properly-noticed public hearing on the Application, at which the Application was continued until May 10, 2022.

WHEREAS, on May 10, 2022, the Town Council held a properly-noticed public hearing on the Application, at which the Applicant, Town staff and the public were provided an opportunity to be heard on the Application.

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

Section 1. Findings. Based on the Application, the recommendation of the Planning Commission, input from Town staff and any public comment received, the Town Council finds that the Minor Subdivision complies with the applicable criteria in Section 4.12.060 of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Minor Subdivision, subject to the following conditions:

- a. Within 30 days of the date of this Resolution and prior to recordation of the plat depicting the Minor Subdivision, Owner shall make technical corrections to the Application documents as directed by Town staff.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 10, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Community Development

Date: May 10, 2022

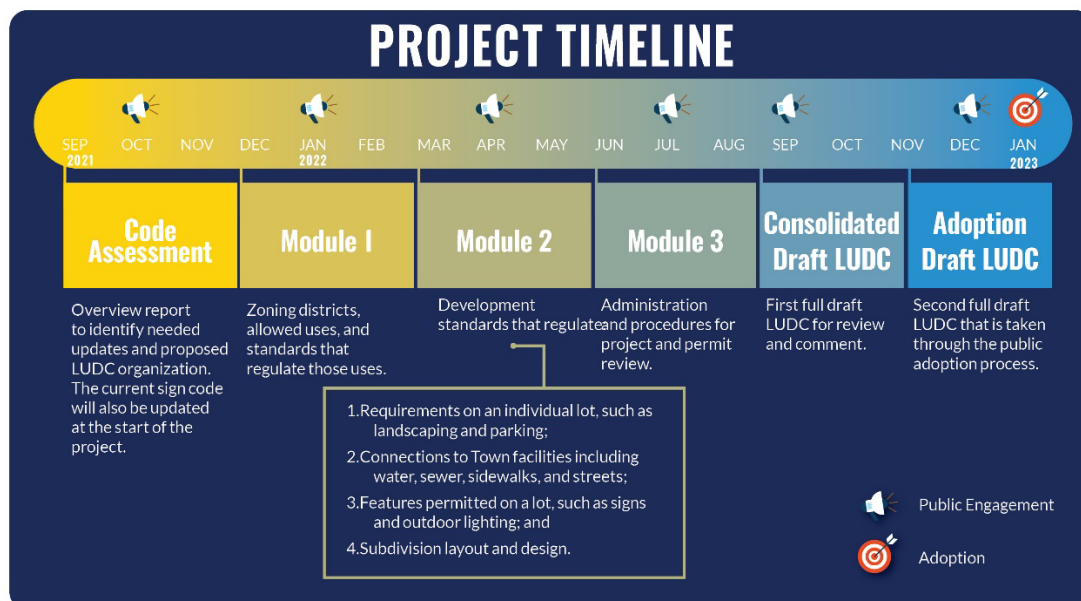
Agenda Item: Ordinance 10, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Repealing and Reenacting Chapter 4.08 of the Eagle Municipal Code, the Town's Sign Code

REQUEST:

For the Town Council to consider the adoption of the revised sign code.

BACKGROUND:

ReCode Eagle, a comprehensive update to the Town of Eagle Land Use and Development Code (LUDC), is well underway. In the summer of 2021, the Town selected Clarion Associates, a Denver-based consultant firm, to assist with the update. ReCode Eagle aims to produce an adoption draft by winter 2022/2023. While the project is a heavy lift, Clarion has made the process manageable by releasing drafts of the new code through a series of installments referred to as modules. The general project timeline is shown below.



To-date, Clarion has provided the Town with an assessment of the LUDC that outlines areas for improvement and project approach. The Town has also received materials regarding affordable housing and the revised sign code; the latter being the subject of tonight's adoption hearing. All project

materials and additional details on ReCode Eagle can be found on the Town of Eagle website through this [LINK](#).

The revised sign code is being presented ahead of the project modules in an effort to bring the Town regulations into compliance with the U.S. Supreme Court's decision in *Reed v. Town of Gilbert*. The *Reed* decision requires that sign regulations be content-neutral. The Town can regulate the size, location, lighting, etc. but not the content on the face of the sign. With the misalignment between existing regulations and the *Reed* decision, the revision of the sign code rose as a top priority.

On March 15, 2022, the Planning & Zoning (P&Z) Commission held a work session to discuss the revised sign code. On April 5, 2022, the P&Z Commission recommended adoption of the revised sign code.

ANALYSIS:

Clarion assembled an overview of the sign code update. This overview includes goals, key updates, community outreach, and next steps. The overview is included as an attachment and can be accessed through this [LINK](#).

COMMUNITY INPUT:

The adoption hearings were noticed in the newspaper on February 17, 2022. On March 3, 2022, an email blast was sent to parties who have subscribed to the ReCode Eagle email announcements (over 120 individuals). One public comment, outside of Town-scheduled community outreach, has been received as of May 4, 2022. The public comment is included as an attachment.

Community outreach for the sign code includes the following:

- December 6, 2021, Elizabeth Garvin with Clarion Associates, held a stakeholder call with individuals from the sign design and installation community to solicit feedback on the existing sign code.
- January 10, 2022, the Land Use and Development Code Update Committee (Code Committee) held a meeting to discuss high level concepts regarding the sign code.
- March 15, 2022, Planning & Zoning Commission work session to discuss draft revised sign code.

BUDGET / STAFF IMPACT:

The revised code complies with the *Reed* decision which may prevent costly lawsuits in the future. The revised code is also intended to complete and clarify existing standards. This "clean-up" of existing standards will allow staff to review and enforce sign standards with more consistency and efficiency.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Strategic Plan

The adoption of the revised sign code is supported by the major objective to 'Improve Community Responsive Services'. Signage is an important form of marketing and wayfinding for a business but can also impact the character of a community. The revised sign code maintains current sign allowances (size, location, amount) for the community's businesses while also fulfilling the intent of the existing sign code to prevent visual clutter that can result from the lack of regulations. The revised sign code better serves the business community by providing clearer regulations.

Comprehensive Plan

The revised sign code aligns with the 2021 Amended Elevate Eagle Comprehensive Plan (Comprehensive Plan) through the following policies.

- *Policy 2-3.1.b. Prevent the degradation and loss of significant cultural assets.*
Staff Comment: The revised sign code accounts for historically significant signs, such as the pharmacy sign on Broadway. These signs, once designated historic by the Town, will be preserved provided they comply with standards regarding maintenance, public safety, and keeping with the historic character i.e. limiting the change in design.
- *Policy 2-3.3.c. Apply dark night sky standards consistently to all proposed outdoor lighting systems, and work to retrofit existing systems over time.*
Staff Comment: The revised sign code limits when illuminated signs can be lit to one hour following the close of business. The revised sign code also defers to the Town lighting standards in Section 4.07.010 which aim to *sustain a pristine nighttime sky by controlling glare, light trespass, and light pollution*. The lighting standards are subject to revisions through the ReCode Eagle process.
- *Policy 2-5.1. Maintain and enhance the sense of community in Eagle.*
Staff Comment: The revised sign code forwards many elements of the original sign code that aim to maintain and enhance the sense of community in Eagle. These elements include size, location, height, and sign type. The Town of Eagle's sense of community comes from its small-town feel. The allowance of billboards along Chambers Avenue or large neon signs on Broadway would be inconsistent with the sense of community the Town is trying to preserve, which is why the revised sign code generally allows similar sign elements as the preceding sign code.

This update to the sign code achieves Action Item 1.13 from the Comprehensive Plan that states, *create efficient regulations and processes that foster a supportive business environment*. By providing clearer sign regulations there will be efficiencies in designing, regulating, and processing sign permits.

RECOMMENDED ACTION AND PROPOSED MOTION:

I move to recommend approval of Ordinance 10, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Repealing and Reenacting Chapter 4.08 of the Eagle Municipal Code, the Town's Sign Code"

ATTACHMENTS:

- Sign Code Update Overview
- Public Comment
- PZ Meeting Minutes Dated March 15, 2022 (Work Session) and April 5, 2022 (Adoption Hearing)
- Ordinance 10, Series 2022

Nikki Davis

From: Rich Grayson <rich@firstchairdesigns.com>
Sent: Wednesday, March 16, 2022 10:52 AM
To: Planning Department
Subject: re-code question - internally lit signs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Looking at the public discussion draft I see that the area allowing internally-lit signs has been slightly expanded to include more businesses in the Chambers avenue area. Is there any possibility of including some form of internally-lit signage along Broadway, Grand ave or in the Capitol St business areas? The movie theatre already has a halo-lit sign. It makes sense not to permit face-lit signs like cabinet boxes, but reverse-lit (halo) individual letters and logos have such a clean, classy appearance and produce considerably less light pollution than goose neck and bullet lights.

Let me know if I just missed something in the re-code. If not, please include in the current comments.

Thank you,
Rich Grayson

First Chair Designs, inc.
Edwards, Colorado

www.firstchairdesigns.com
rich@firstchairdesigns.com
970-446-6395 – office
970-390-0325 – mobile



MEETING MINUTES
Planning & Zoning Commission
Tuesday, March 15, 2022, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

This agenda and the meetings can be viewed at www.Townofeagle.org.
PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

Chair Hood called the meeting to order at 6:06 PM.

COMMISSIONERS PRESENT

Matt Hood, Keegan Winkeller,
Kyle Hoiland, Charlie Perkins,

COMMISSIONERS ABSENT

Jesse Gregg, Bill Nutkins, Lani Webb

STAFF

Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Peyton Heitzman – Planner II
Jessica Lake – Planner I (via Zoom)
Nikki Davis - Administrative Tech II
Elizabeth Garvin – Clarion Associates

APPROVAL OF MINUTES

1. Minutes dated March 1, 2022

The March 1, 2022 minutes were approved without change.

PUBLIC COMMENT

Public commented opened at 6:05 PM. There was no public comment.

PUBLIC HEARINGS

Project: Work Session: Code Amendment to Chapter 4.08 Sign Code
File #: LURA22-03
Applicant: Town of Eagle
Location: Town of Eagle
Staff Contact: Chad Phillips, Community Development Director/Town Planner
Request: For the Planning & Zoning Commission to review and provide feedback on the revised sign code.

Garvin summarized the major highlights of the revised sign code. The key updates included changes to make the regulations content-neutral; proposed changes to lighting types and material choice(s); reorganization; and addressing missing content. Garvin added this effort was not an overhaul of the existing sign code.

To provide deeper context, Garvin explained the need for the Town's sign code to come into compliance with *Reed v. Town of Gilbert*. This U.S. Supreme Court case ruled that communities cannot have content-based regulations because signs are a protected form of speech. Alternatively, content-based regulation can be problematic when reviewing temporary signs, sign names, definitions, and sign descriptions. Because of this, Clarion worked to uncover and redraft content-based regulations, shifting the focus on understanding the sign's intent.

The proposed changes to lighting included the allowance of halo lighting and adding standards to accommodate electronic message display (EMD) signs. The primary focus of the latter would be around brightness and the duration of the message display. Garvin included their team also worked on cleaning up definitions and adding more images for reference.

As for proposed changes to materials standards, Garvin highlighted creating a system that allows consideration of other sign materials with specific review criteria like compatibility, durability, and maintenance.

The last components of the revision addressed applicability, creating a more robust definition section and measurement specifications, categorizing sign types by zone districts, and updating nonconformity standards.

Wike and Garvin discussed a variety of questions related to window signs, float-or-fly signs, enforcing temporary signs, vehicle signs, Colorado Department of Transportation (CDOT) signs, incidental signs such as signs on doors, and mural art.

Perkins asked how the Town's sign code overlaps with Eagle County's code. Garvin replied this has not been explored but noted they are their own municipal government.

Perkins asked if the Central Business District (CBD) will have its own regulations and if neon signs are permitted. He added that Downtown Broadway should be more liberal with their sign standards to accommodate tasteful backlit signage. Winkler agreed with this suggestion as long as we limit upward trespass and mitigate conflicts against the Town's dark sky standards.

Wike suggested regulating different sign colors. Garvin replied that topic will be reviewed under the Lighting Standards.

Hood closed file # LURA22-03.

COMMUNITY DEVELOPMENT DEPARTMENT AND TOWN COUNCIL UPDATE

1. Department and Council Update: March 15, 2022

OPEN DISCUSSION

No other discussion items.

ADJOURN

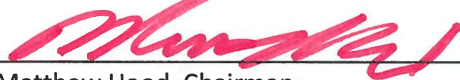
MOTION: HOILAND MOTIONED TO ADJOUR. MOTION WAS SECONDED BY PERKINS AND PASSED UNANIMOUSLY.

MEETING ADJOURNED AT 7:30 PM.

APPROVED:

DATE:

3/15/2022



Matthew Hood, Chairman



Nikki Davis, Administrative Tech II



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

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

PUBLIC WIFI - TOEE – ((TOEEWireless))

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

6:00 PM – REGULAR MEETING CALLED TO ORDER

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

COMMISSIONERS PRESENT

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

COMMISSIONERS ABSENT

Lani Webb, Kyle Hoiland

STAFF

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

APPROVAL OF MINUTES

1. Minutes dated March 15, 2022

The March 15, 2022 minutes were approved without change.

PUBLIC COMMENT

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

PUBLIC HEARINGS

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

Staff Presentation

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

Q & A

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

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

Applicant Presentation

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

Q & A

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

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

Public Comment

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

Deliberation

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

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

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

MOTION WAS SECONDED BY NUTKINS AND PASSED UNANIMOUSLY.

Hood closed file # MS22-01.

2. Project: Code Amendment to Chapter 4.08 Sign Code
File #: LURA22-03
Applicant: Town of Eagle
Location: Town of Eagle
Staff Contact: Chad Phillips, Community Development Director/Town Planner
Request: For the Planning & Zoning Commission to make a recommendation to the Town Council to adopt and ratify an update to Chapter 4.08 – Sign Code.

Staff Presentation

There were sections of the Town's sign code that did not comply with Reed vs. Gilbert. The ruling from this U.S. Supreme Court case established that municipalities cannot read the contents of a sign to enforce it.

The Commission's comments from the March 15th work session were implemented into the recommendation draft.

Q & A

Hood asked for a summary of the changes implemented into the recommendation draft. Phillips noted a couple examples such as changes around uses in zone districts and standards for temporary signs. Other changes have been postponed until later in the ReCode Eagle process.

Hood also acknowledged the one public comment received about the draft sign code for the record.

Public Comment

Public comment opened at 6:28 PM.

Scott Schlosser and Rick Pylman acknowledged they are both on the Land Use and Development Code update committee. Pylman was complimentary of the consultant's work adding they have drafted a legally defensible sign code.

Deliberation

No further discussion.

MOTION: PERKINS MOTIONED TO APPROVE FILE # LURA22-03 WITH NO CONDITIONS, AS INCLUDED IN THE APRIL 5TH STAFF REPORT. MOTION WAS SECONDED BY NUTKINS AND PASSED UNANIMOUSLY.

Hood closed file # LURA22-03.

OPEN DISCUSSION

Phillips provided an update on Community Development staffing and a coverage plan with the Building Official's resignation.

Phillips added that staff received three applications for the Commission vacancies. The appointments will be made at the April 12th Town Council meeting.

The April 19th Planning Commission meeting is cancelled.

ADJOURN

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

MEETING ADJOURNED AT 6:35 PM.

APPROVED:

DATE:

Matthew Hood, Chairman

Nikki Davis, Administrative Tech II

Town of Eagle

Land Use & Development Code Update

Sign Code Update Overview



Goals of the Sign Code Update:

1. Update the sign code to comply with Reed v. Town of Gilbert
2. Create a complete set of sign regulations by filling in regulatory gaps and cleaning up redundant standards
3. Clarify incomplete or poorly drafted regulations

This update is not focused on changing the amount of signage allowed on a property or in a zone district, nor is it focused on changing the types of signs allowed in Eagle.

Key Updates:

1. The sign regulations were revised to make them content-neutral, i.e., signs are not regulated based on their proposed or actual content. This change was made to make the code Reed compliant. There were only a few types of signs, primarily temporary signs, that potentially fell into this category so these changes may not be readily apparent to a casual reader.
2. The sign code was reorganized to make it easier to use. This included organizing the amount and types of signage allowed by zone district into tables and clarifying what measurement approach will be applied for those aspects of the regulations that require measurement. As the consultant team and staff reorganized the sign code, we identified regulatory gaps, conflicts, and confusing phrasing that we were able to clean-up or revise as needed.
3. The updated sign code includes sign-specific regulations addressing nonconformities, a status that is applied if a legal sign no longer conforms to the Town's regulations after the regulations are updated. For the most part, sign owners are allowed to keep and maintain their nonconforming signs unless the sign becomes dangerous or is abandoned.
4. Three important substantive changes have been proposed in this draft:
 - a. Allowing halo lighting as a form of illumination when it can be done within Town lighting standards;
 - b. Allowing fueling station and convenience store signs to include a small area with an electronic message display (EMD, digital or electronic signage); and
 - c. Allowing applicants to propose a wider range of sign materials provided the materials can be shown to be durable given the climate and solar conditions of Eagle.

Outreach

Staff and the consultant team discussed potential sign code updates with local sign manufacturing representatives and the LUDC Update Committee. Staff posted a copy of the draft updated sign code on the project website in early March. We also shared a draft of the full update with the Eagle P&Z and participated in work session meeting to discuss the draft and collect their feedback. Members who were not able to participate in the work session were provided a follow-up draft and asked if they had any comments to share.

Two changes were made to the draft sign code based on P&Z Commission review:

1. The difference between wind signs and flutter flags was clarified with a new definition of flutter flags and both sign types are identified as prohibited signs.
2. Window signs installation was limited to ground story windows only.

Next Steps

This version of the sign code can be adopted and integrated into the current Eagle LUDC. Staff and the consultant team anticipate a second round of sign code edits will be needed to align the sign code with the rest of the LUDC update. Additional potential changes were raised by the Eagle P&Z, including:

1. Creating sign standards that are specific to the CBD district,
2. Exploring the use of neon lighting in some parts of Eagle, and
3. Addressing the relationship between vehicles with signs and parking.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 10
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
REPEALING AND REENACTING CHAPTER 4.08 OF THE EAGLE MUNICIPAL CODE,
THE TOWN'S SIGN CODE

WHEREAS, content-neutrality, viewpoint neutrality, and fundamental fairness in regulation and review are essential to ensuring an appropriate balance between the important, substantial, and compelling interests of regulating signs in the Town, and the constitutionally protected right to free expression;

WHEREAS, the new sign code is unrelated to the suppression of constitutionally protected free expression, does not relate to the content of protected messages that may be displayed on signs, and does not relate to the viewpoint of individual speakers;

WHEREAS, the incidental restriction on the freedom of speech that may result from the new sign code is no greater than is essential to the furtherance of the important, substantial, and compelling interests outlined in the regulations; and

WHEREAS, regulation of the location, number, materials, height, sign area, form, and duration of display of temporary signs is essential to preventing visual clutter in the Town.

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

Section 1. Chapter 4.08 of the Eagle Municipal Code is hereby repealed in its entirety and reenacted as set forth in the attachment.

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MAY 10, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Chapter 4.08: Signs

4.08.010. General Provisions

A. Purposes and Interests

This section establishes the standards for the design, location, installation, and maintenance of signs on private property. Signs are an important means of visual communication for both location identification and wayfinding. The intent of this section is to provide standards that result in a reasonable balance between private signage and the visual discord that can result from the proliferation of signs. Regulations contained in this section are a result of the consideration of the compatibility of signs with adjacent land uses and the total visual environment of a particular area within the entire community. The purposes of this chapter are to:

1. Promote and accomplish the vision and policies of the Comprehensive Plan and other relevant community plans;
2. Provide the public, property owners, and businesses with an opportunity for safe and effective means of communication;
3. Preserve resident and visitor's ability to enjoy the Town's scenic beauty;
4. Coordinate the location and type of signage with the existing and proposed scale and type of development in a manner that that contributes to the character, environmental quality, and economic health of the Town and reduces visual degradation of the attractiveness of the Town;
5. Recognize free speech rights by regulating signs in a content-neutral manner;
6. Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting and/or illegible signage;
7. Eliminate fire hazards caused by the size and placement of signs;
8. Reduce needless and destructive competition among signs as well as control and reduce insistent and distracting demand for attention from signs that can be injurious to the mental and physical well-being of the public and destructive to adjacent property values and the natural beauty of the Town;
9. Promote the health, safety, and public welfare of the Town, and its residents and visitors; and
10. Adopt clear and understandable regulations that enable the fair and consistent enforcement of this section.

B. Savings and Severability

If any clause, section, or other part of the application of these sign regulations shall be held by a court of competent jurisdiction to be unconstitutional or invalid, it is the intent of the Town that such clause, section, or specific regulation be considered eliminated and not

affecting the validity of the remaining clauses, sections, or specific regulations that shall remain in full force and effect.

C. Noncommercial Message Substitution

Noncommercial copy may be substituted for commercial copy or other noncommercial copy on any legal sign, notwithstanding any other provision of this chapter.

D. Calculation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Town, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the Town. References to days are calendar days unless otherwise stated.

4.08.020. Applicability

A. Applicability

1. The regulations of this chapter shall apply to all signs in all zone districts, including signs that do not required a sign permit, but not including signs or notices that are exempt from regulation per 4.08.020.D, Exempt From Sign Regulations.
2. Any lawfully existing sign that predates the adoption of this section and that does not comply with this section shall be considered a legal nonconforming sign and shall be subject to 4.08.08, Nonconforming Signs.

B. Sign Permit Required

1. A sign permit is required for any sign to be erected, re-erected, constructed, altered, or maintained, except as provided in Sections 4.08.020.C, Sign Permit Not Required, and 4.08.020.D, Exempt From Sign Regulations.
 - a. A sign permit is required to convert a temporary sign to a permanent sign.
 - b. A sign permit is required to convert a non-Electronic Message Display (EMD) sign to an EMD sign, including where the EMD is replacing part of an existing or proposed non-EMD sign.
2. The following actions are exempt from this requirement:
 - a. Changing or replacing sign copy without changes to the sign structure,
 - b. Changes to copy on changeable copy signs and EMD signs, and
 - c. Change or replacement of window signs.
 - d. Changes in temporary signs that are allowed without a permit.
3. Changes to nonconforming signs require a sign permit and are subject to Section 4.08.080, Nonconformities.
4. When a sign permit is requested for a sign on a parcel where an illegal or prohibited sign(s) exists, the permit shall not be issued until all such signs are removed or brought into conformance with this Code. This provision does not apply when the applicant can demonstrate that an existing sign is nonconforming.

5. Sites or structures that will have more than one sign shall have a coordinated plan for all signs on the building and property

C. Sign Permit Not Required

Due to their small size, limited time duration, and limited aesthetic impact, the following signs may be erected without a sign permit, but shall otherwise comply with the provisions of this section and any other applicable Town, State of Colorado, or Federal requirements.:

1. Temporary signs, unless otherwise specified in 4.08.060, Standards for Temporary Signs.
2. Flags that are affixed to a permanent flagpole or structure. The total number of flags permitted on a lot is identified in Section 4.08.030, Permanent Sign Regulations by Zone District.
3. Internally oriented signs that are not readily legible beyond the boundaries of the lot or parcel on which they are located nor visible from any public right-of-way, including signs or banners on fences and structures within an arena, park, recreational complex, or athletic field, provided such signs or banners face inward to the arena, park, recreational complex, or athletic field.
4. Access point, under canopy, and window signs that comply with the applicable standards for the zone district in Section 4.08.030, Permanent Sign Regulations by Zone District.
5. Signs that are carved into stone, concrete, or similar permanent materials and which are constructed as integral part of a structure.
6. Incidental signs that are less than one square foot in area and that are affixed to doors or entryways, machines, equipment, fences, gates, walls, gasoline pumps, or utility cabinets.
7. Signs that are no more than 2 square feet in area and are located along the perimeter of a property that are spaced as follows:
 - a. One sign per property frontage, regardless of the length of the frontage.
 - b. For property frontages that are longer than 100 linear feet, one sign per 50 linear feet.

D. Exempt From Sign Regulations

The following sign types are not subject to any standards in this chapter and may be installed or displayed without a sign permit.

1. Regulatory signs, including official public signs approved by a governmental body with jurisdiction over issues such as traffic safety, pedestrian safety, schools, railroads, or public notice, as well as signs required by the Manual of Uniform Traffic Controls.
2. Signs and notices required to be displayed, maintained, or posted by law or by any court or governmental order, rule, or regulation.

E. Prohibited Signs and Sign Locations

The following signs and sign elements are prohibited within the Town:

1. **Signs that Create Safety Hazards**

- a. Signs that create a danger to motorists, pedestrians, or other members of the public because they can be distracting, interfering, or confusing due to the signs' size, construction, location, movement, coloring, or manner of illumination.
- b. This prohibition includes signs that may be confused with or construed as official traffic control devices.

2. Signs Installed in Improper Locations or Manners

- a. Signs shall not be located within a required clear vision area per Section 4.04.100.H. Outside of the clear vision area, signs shall not be installed in a manner that:
 - i. Obstructs the view in any direction at an intersection, or
 - ii. Hides any official traffic control device from view.
- b. Signs shall not be placed on or over public roads, public alleys, public rights-of-way, or utility easements. On private property, signs can be placed in private utility easements subject to removal by the easement holder.
- c. Signs shall not be mounted on or to natural features such as landscaping, trees, or rocks; or public/utility features such as traffic signage; utility and light poles; or other similar structures.
- d. Signs shall not be installed in a manner that causes glare or that may impair the vision of any motorist.
- e. Signs that are structurally unsound.

3. Prohibited Signs

The following sign types and categories are prohibited in the Town:

- a. Signs that move, either mechanically or wind-driven, or that have any animated or moving parts, including, but not limited to, wind signs and other similar devices;
- b. Inflatable signs such as blimps, animals, inflatable representations of a product for sale and other inflatable devices used for the purposes of advertising or attracting attention, but not including ordinary balloons with a diameter of two feet or less that are used for temporary displays;
- c. Flutter-flag signs
- d. Off-premises signs;
- e. Roof signs;
- f. Billboards; and
- g. Carried signs.

4.08.030. Permanent Sign Regulations by Zone District

A. Residential Zone Districts

- 1. The following signage is permitted by use or structure in residential zone districts:

TABLE 4.08-1: PERMANENT SIGNS IN RESIDENTIAL DISTRICTS

Use or Structure	Sign Category	Max. Number	Height (max., ft.)	Area per Sign (max., s.f.)	Additional Standards
Residential					
Any Residential	Wall	1 per dwelling	Top of wall	8	Wall signs: 4.08.040.B.2
	Flag	n/a	Max. height for zone district	24	No permit required.
Subdivision Access	Wall or Monument	1 per vehicular entrance	Wall: Top of wall Monument: 5 feet	32	Wall signs: 4.08.040.B.2; Monument signs: 4.08.040.C.2
Nonresidential					
Nonresidential Use or Structure	Access Point	1 per vehicle entrance	3	3	No permit required. Access point signs: 4.08.040.C.1
	Flag	3 per lot	Max. height for zone district	24	No permit required.
	Wall	1 per lot [1]	Top of wall	12	Wall signs: 4.08.040.B.2
	Window	n/a	n/a	35% of window	No permit required. Window signs: 4.08.040.B.3

Notes:

[1] Or series of contiguous lots in common ownership in nonresidential use

2. Sign illumination and EMD signs are prohibited in residential zone districts.

B. Nonresidential Zone Districts**1. Applicability**

- a. The standards in this section shall apply to mixed-use, commercial, and industrial zone districts.
- b. Uses and structures identified in the Use or Structure Column include nonconforming uses and uses approved by special use review.

2. Maximum Total Allowed Sign Area

- a. The total sign area for all signs for which permits are required shall not exceed one square foot per lineal foot of property frontage along a public street. The maximum size for any individual sign may not exceed the size referenced in Table 4.08-2.
- b. Structures with more than one frontage on a public street (e.g., corner lot) are allowed to have the maximum total sign area on each frontage per 4.08.10, Definitions and Measurements, but only one frontage per lot may include a freestanding sign.

- c. The total sign area shall include all sign faces and shall be calculated according to the standards of 4.08.10, Definitions and Measurements.

3. Minimum Sign Area Entitlement

Where the maximum sign calculation only permits less than the following amount of signage, all non-residential properties are entitled to the following minimum signage:

- a. Each property shall be entitled to one freestanding sign per street frontage of 50 square feet per face and one wall sign per business of 32 square feet in size so long as all other requirements of this **Error! Reference source not found.** are met.
- b. For properties where the minimum sign area entitlement is applicable, maximum individual sign size shall be limited to the sizes permitted in 4.08.03.B.3.a, not the sign sizes based on lineal footage calculation above.

4. Allowed Signs

Table 4.08-2 identifies the types of signs allowed in Mixed-Use, Commercial, and Industrial districts, and the regulations associated with each sign type. If a sign type is not included in Table 4.08-2 or 4.08.02.D, Exempt From Sign Regulations, it is not allowed.

TABLE 4.08-2: PERMANENT SIGNS IN MIXED-USE, COMMERCIAL, AND INDUSTRIAL DISTRICTS					
Sign Category	Max. Number	Height (max., ft.)	Area per Sign (max., s.f.)	Illumination	Additional Standards
Residential					
See Table 4.08-1					
Nonresidential					
Attached					
Wall or projecting	1 per tenant per frontage	20 [1]	Gen: 30 CBD: 20	External [2]	Location adjustments: 4.08.040.E
Under canopy	1 per public entrance	n/a	2	Not allowed	No permit required. Awning and Canopy signs: 4.08.040.A.1
Window	n/a	May not be installed above ground story	35% of window	Not allowed	No permit required. Window signs: 4.08.040.B.3
Freestanding					
Access Point	1 per vehicle entrance	6	4	External [2]	No permit required. Access point signs:

TABLE 4.08-2: PERMANENT SIGNS IN MIXED-USE, COMMERCIAL, AND INDUSTRIAL DISTRICTS

Sign Category	Max. Number	Height (max., ft.)	Area per Sign (max., s.f.)	Illumination	Additional Standards
					4.08.040.C.1
Flag	4 per lot	Max. height for zone district	24	External	No permit required.
Monument	1 per lot	Single tenant: 5 2 or more tenants: 10	Single tenant: 30 2 or more tenants: 50 CBD: 20	External [2]	Location adjustments: 4.08.040.E

Notes: [1] Or the height of the tallest building on the same lot, whichever is lower
[2] Internal lighting may be allowed pursuant to Section 4.08.04

4.08.040. Sign Type, Materials, and Location Standards

A. Attached Signs

An attached sign is a sign that is mounted on, or attached to a structure, including a wall sign, awning sign, roof sign, or projecting sign.

1. Awning and Canopy Sign

- An awning sign is a sign that is mounted on a temporary shelter supported entirely from the exterior wall of the building and covered in a flexible material.
- A canopy sign is a sign affixed to an attached or detached structure, open on at least one side, which is designed to provide overhead shelter from the sun or weather but not covered with fabric or flexible material. Signs on detached canopies, such as service station canopies, are treated as freestanding signs.
- Under canopy signs (also referred to as arcade signs) require a minimum clearance of eight feet.
- Awning and canopy sign dimensions are typically measured in the locations shown in Figure 4.08-A:



B. Projecting Signs

1. A projecting sign is a sign that is wall-mounted perpendicular to the building that may extend upwards along the façade and/or outwards and over a walkway or parking area.
2. All projecting signs require a minimum clearance of eight feet.
3. Projecting signs dimensions are typically measurement at the locations shown in Figure 4.08-B:



Fig. 4.08-B: Projecting sign measurement locations and examples

2. Wall Signs

- a. A wall sign is a sign attached to or erected against a wall of a building, with the face parallel to the building wall.
- b. Wall sign dimensions are typically measured at the locations shown in Figure 4.08-C:



Fig. 4.08-C: Wall sign measurement locations and sample

3. Window Signs

- a. Window signs may be affixed directly to the inside or outside window or hung/mounted inside the window from the top, side, or bottom of the window frame or similar architectural element.
- b. Window signs covering up to 35% of an individual window do not require a permit. Window signs covering more than 35% of an individual window are not allowed.

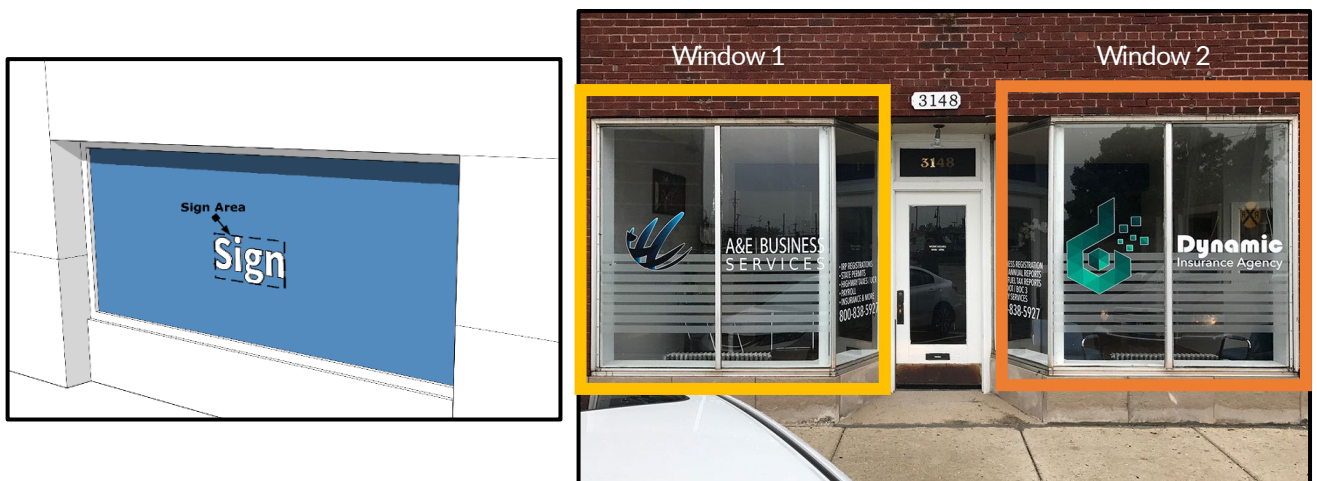


Fig. 4.08-D: Window sign measurement locations and samples

C. Freestanding Signs

A freestanding sign is a ground-mounted sign erected on a permanently set pole or poles, mast, or framework that is not mounted on or attached to a structure; includes an access point sign, monument sign, or pole sign.

1. Access Point Signs

- a. An access point sign is a sign located at a vehicular access point to a property. An access point sign located at a vehicular entrance to a subdivision or neighborhood is called a subdivision entry sign.
- b. Access point signs are typically measured as shown in Figure 4.08-E:



Fig. 4.08-E: Access point sign

2. Monument Signs

- a. A monument sign is a freestanding sign where the base of the sign structure is on the ground.
- b. Monument signs are typically measured as shown in Figure 4.08-F:

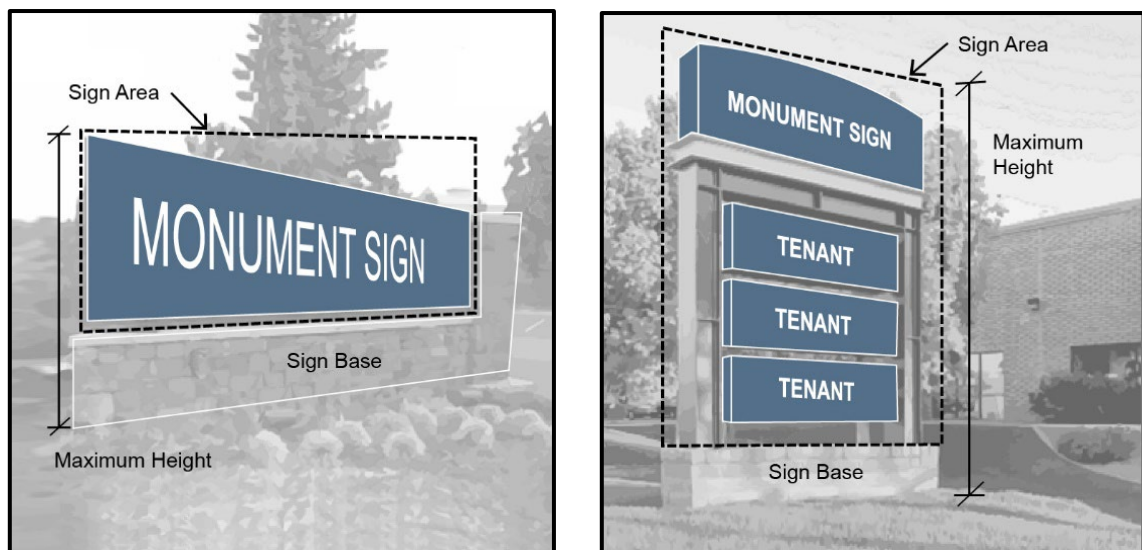


Fig. 4.08-F: Monument sign measurement locations and sample signs

3. Pole Signs

- a. A pole sign is a self-supported sign permanently attached directly to the ground supported by upright poles or posts or braces placed on or in the ground.
- b. Pole signs are typically measured as shown in Figure 4.08-G:

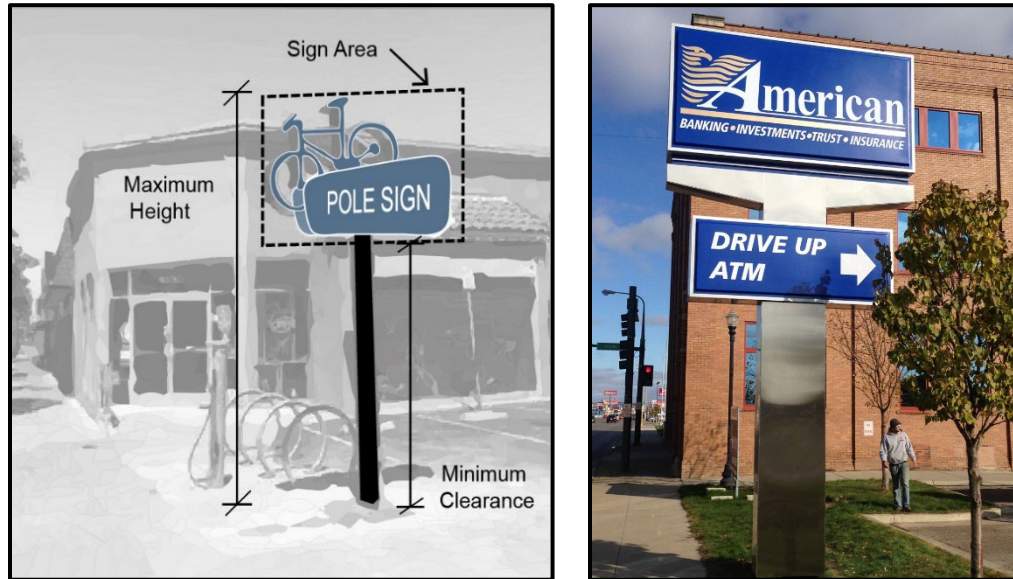


Fig. 4.08-G: Pole sign measurement locations and sample sign

4. Structural Canopy Signs (Detached Canopy)

- a. A structural canopy sign is a sign attached to a permanent, freestanding canopy, such as a service station or ATM canopy.
- b. Structural canopy signs are typically measured as shown in Figure 4.08-H:



Fig. 4.08-H: Structural canopy sign measurement locations and sample signs

D. Materials

Unless otherwise specified in this section, sign materials shall be:

- a. Compatible with building facade materials and must be sufficiently durable to withstand climatic effects of the area, including extended periods of heat, cold, and drought along with intense solar exposure.
- b. Painted wood or metal is preferred. Other materials may be allowed where the Director determines that the proposed material is compatible with the architectural character of the associated structure and where the applicant provides evidence that:
 - i. The proposed material will provide at least 15 years of outdoor durability in the Town's climate, taking into account temperature extremes, wind, weather, and solar exposure; and
 - ii. The resulting sign can be maintained for the life of the materials at a relatively reasonable cost.
- c. Highly reflective materials are prohibited.

E. Site Plan and Landscaping

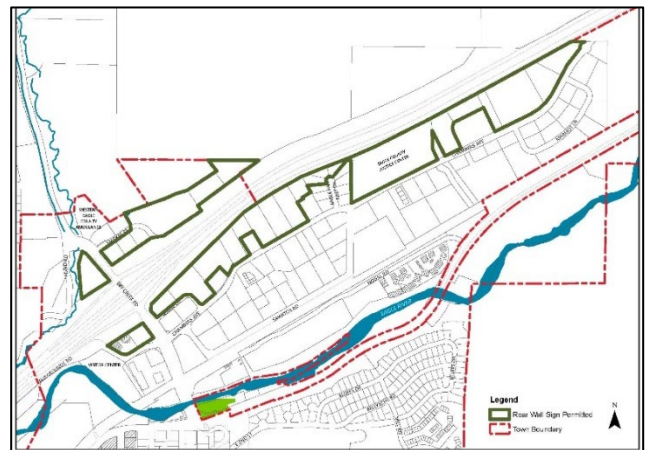
All freestanding signs shall be integrated with the overall site plan and any required landscaping, buffering, or screening.

F. Standards Applicable by Location or Zone District

The following standards are applicable in addition to or as a substitute for Table 4.08-2 based on the location of the structure for which the sign is allowed.

1. Properties that Adjoin the I-70 Right-of-Way

- a. No sign shall be located in a rear yard except on properties that adjoin the I-70 right-of-way as identified on the zoning map, these properties shall be allowed one flat wall sign in the rear yard of up to 30 square feet per tenant in addition to other allowed signs.
[Drafting Note: the information on this map will be added to the zoning map.]
- b. For properties fronting Eby Creek Road, each wall sign, projecting sign, or freestanding sign shall have a maximum sign area of 80 square feet and a maximum height of 15 feet.



4.08.050. Sign Illumination

A. Applicability

Every sign that is illuminated shall comply with the requirements of this section and Section 4.07.010, Lighting Standards except that halo lighting is permitted wherever internal sign lighting is allowed provided the applicant can show that the halo lighting is compliant with equivalent internal lighting standards.

B. Where Allowed

1. Each tenant is limited to one static illuminated sign.
2. Internally illuminated signs are only permitted on properties adjacent to Eby Creek Road, Market Drive, Chambers Avenue area, and East Eagle.
3. EMD signs are allowed as follows:
 - a. EMD signs are allowed as part of the signage for the following uses:
 - i. Service stations
 - ii. Convenience stores with fuel pumps and EV charging stations
 - b. EMD signs shall be incorporated into a permanent attached or freestanding sign as follows:
 - i. EMDs incorporated into attached signs shall not be larger than 15 percent of the total square footage of the permanent graphic portion of the sign when compared as separate components. For purposes of determining the allowable total sign area, the permanent graphic portion of the sign and the EMD shall be included in the same perimeter and measured as a single sign, inclusive of any physical separation between the two components.
 - ii. In a freestanding sign, the EMD component shall be enclosed on all sides with a finish of approved materials, or the surface of the sign face. The enclosure shall extend not less than six inches from the electronic message display in any direction. EMDs shall make up not more than 15 percent of any freestanding sign, and the balance of the sign area shall utilize permanent copy.
4. In the Chambers Avenue Commercial Zone, Chambers Avenue Industrial Zone Area, North Interchange Area, and Highway 6 Corridor, lighting of signs shall be permitted during the period the commercial enterprise is open for business and for up to one hour following the close of business.



Fig. 4.08-I: Example EMD that is approximately 12% of the sign area, not including the base.

C. Electronic Message Display (EMD) Signs

1. EMD Signs Prohibited

EMD signs are prohibited in all residential zone districts.

2. EMD Display

- a. Signs shall contain static messages only and shall not have movement or the appearance or optical illusion of movement, including flashing, pulsating, scrolling, or similar actions, during the static display period of any part of the sign.
- b. Each static message shall not include flashing or the varying of light intensity and shall not scroll.
- c. The sign shall be programmed to display a blank screen if a malfunction occurs.
- d. The sign shall not include audio, pyrotechnic, bluecasting (bluetooth advertising), or other similar components.

3. Display Time

- a. Each static message on the sign shall be displayed for a minimum of 12 hours in duration.
- b. Message change shall be completed instantaneously.
- c. There shall be a direct change from one message to the next. All transition effects, such as motion, animation, fading, scrolling, or dissolving are prohibited.

4. Display Brightness

- a. No EMD may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed 5,000 nits or equivalent candelas during daylight hours or 250 nits or equivalent candelas between dusk and dawn.
- b. EMDs must be equipped with an automatic image dimming capability (ambient light monitors). This feature must be enabled at all times, allowing the display to automatically adjust brightness based on ambient light conditions.
- c. The light from any sign shall be so shaded, shielded, or directed that the light intensity or brightness shall not be projected over the property lines into a residential district.

5. Display Technology

The technology currently being deployed for EMDs is LED (light emitting diode), but there may be alternate, preferred, and superior technology available in the future. Any other technology that operates under the brightness limits above shall not require an ordinance change for approval.

6. Installation

EMD sign faces shall be installed so the illuminated side of the sign does not face any adjacent residential use or residential zone district.

7. Sign Permit Conditions

The following conditions apply to all EMD sign permits. Failure to comply shall result in the Town requiring the sign cease operation until compliance occurs.

- a. The sign shall at all times be operated in accordance with Town codes and that the owner or operator shall provide proof of such conformance within 24-hours of a request by the Town;
- b. A Town inspector may access the property upon 24 hours' notice to the owner, operator, or permittee so that the Town may verify that the EMD has the automatic image dimming capability engaged. In the event of a citizen complaint regarding the EMD brightness, the owner, operator, or permittee may be required by the Town inspector to manually reduce the brightness to 4500 nits during daylight hours or 200 nits between dusk and dawn;
- c. Whether the sign is programmed from the site or from a remote location, the computer interface that programs the sign and the sign's operation manual shall be available to Town staff upon 24 hours' notice to the owner, operator, or permittee.
- d. Sign permit applications to install an EMD must include a certification from the owner or operator that the sign shall at all times be operated in compliance with the conditions set out in this Code. The owner, operator or permittee shall immediately provide proof of such conformance upon request of the Town.

4.08.060. Standards for Temporary Signs

A. Purpose and Intent

The purposes of these temporary sign regulations are as follows:

1. Enhance opportunities for visual communication, including promoting the legibility of such communications;
2. Support an attractive economic and business climate within the Town;
3. Enhance and protect the physical appearance of all areas of the Town;
4. Identify permissible signage for temporary uses and temporary events, and
5. Reduce the distractions, obstructions, and hazards to pedestrian and automobile traffic caused by the excessive number, size, or height, inappropriate means of illumination or movement, indiscriminate placement, overconcentration, or unsafe construction of signs.

B. Permit

A temporary sign permit is not required unless otherwise specified in this section.

C. Display

1. Maximum Time and Number of Temporary Signs

- a. No temporary sign shall be erected, re-erected, or maintained for more than a cumulative 30 days per year, unless otherwise permitted in this chapter. For the purpose of this regulation, any sign of similar size and associated with the same temporary use or event erected subsequent to the original temporary sign shall be considered as the original sign for the time limitation contained herein
- b. Maximum number of temporary signs installed without a permit shall not exceed one sign per property frontage except as permitted by Table 4.08-3.

2. Off-Premises Display of Temporary Signs

Temporary event signs, including, but not limited to, those specified within this section, may be allowed off-premises on private property provided they meet the following requirements:

- a. The sign conforms to all requirements of this chapter;
- b. The sign does not interfere with automobile traffic or pedestrians;
- c. The sign is not placed in the public right-of-way or on public property;
- d. When a sign placed on private property, is done with the express permission of the property owner; and
- e. The sign is not a public danger or nuisance during high winds or inclement weather.

3. Location

- a. Temporary signs are subject to the prohibited sign locations identified in Section 4.08.020.E, Prohibited Signs, Sign Locations, and Content.
- b. No temporary sign shall cause unsafe ingress or egress or otherwise create traffic visibility problems.

D. Size and Placement Limitations:

The following size and placement limitations are generally applicable to temporary signs unless otherwise specified in this chapter.

1. Maximum height: unless otherwise specified, eight feet in commercial and industrial zone districts; six feet in residential zone districts.
2. Maximum sign area 32 square feet on each side of the display in commercial and industrial districts; one square feet on each side of the display in residential districts. Signs may be printed on both sides or two single-sided banners may be placed back-to-back. V-type configurations are not permitted.
3. Measuring one side of the display shall determine the square footage for purposes of computation.
4. Signs, except for sandwich board, shall be located at least 150 feet apart and a minimum of five feet behind all property lines on the parcel.

- a. Sandwich board signs shall be located within ten feet of a pedestrian entrance and shall be removed when the business is closed and during severe weather events.
 - b. Sandwich board signs may be placed on the sidewalk when this can be done safely without blocking ADA-required clear areas or causing pedestrian or vehicular hazards.
5. Temporary signs shall not be illuminated.
6. Temporary signs shall not contain any electronic components or display any digital or electronically copy projected on the sign face.

E. Materials

All temporary signs shall be made of durable materials.

4.08.070. Temporary Signs Allowed by Temporary Use or Activity

A. Temporary Signs Allowed without a Permit

The temporary sign types listed in this section are linked to the activity, use, or event that is required to be allowed to install extra temporary signage. Pursuant to Section 4.08.010, General Provisions, the Town does not regulate the content of allowed signage.

TABLE 4.08-3: TEMPORARY SIGNS ALLOWED WITHOUT A PERMIT

Temporary Sign Type	Number of Signs Allowed	Sign Area (max)	Activity, Use, or Event Required to Allow Extra Signage	Duration
Yard	1	6 sf	Residential Active Real Estate Listing, Lot < 2ac	The sign may be placed when the real estate listing becomes active and shall be removed within 7 days of the closing of the sale of the property or when the listing is deactivated.
Yard or Banner attached to building	1	24 sf	Nonresidential Active Real Estate Listing, Lot < 2ac	
Yard or Banner attached to building	1	32 sf	Active Real Estate Listing, Lot >2 ac [1]	
Yard or Banner attached to fence	3	24 sf per sign	Active Construction Permit	The sign may be placed when the construction permit is issued and must be removed within 14 days of the issuance of the certificate of occupancy.
Any	n/a	24 sf per sign [2]	Election Event	The sign may be placed for a period of 60 days prior to a state, local, or national election. Total signage in excess of the maximum amount allowed on the property during non-election periods must be removed within five days after the applicable election event.

TABLE 4.08-3: TEMPORARY SIGNS ALLOWED WITHOUT A PERMIT

Temporary Sign Type	Number of Signs Allowed	Sign Area (max)	Activity, Use, or Event Required to Allow Extra Signage	Duration
Sandwich Board	1 sign per primary public entrance	6 sf in area per side	Nonresidential uses	Sandwich board signs are allowed to be used 365 days a year, are not subject to the 30-day duration limitation for temporary signs and shall be taken in daily at the close of business.
Yard	n/a	n/a	Small Sales Events (Estate/Garage/Yard Sale)	May be installed not more than seven days prior to the sale and shall be removed not more than two days after the sale

Notes:

[1] Owner of a lot or contiguous lots under the same ownership that together exceed two acres

[2] Signs shall be located a minimum of eight feet from the nearest public street or alley.

B. Temporary Signs that Require a Permit**1. Street Banners**

Street banners or pennants associated with a public event or a specific short term commercial event or occurrence may be displayed if specifically approved in writing by the Town Manager (or designee). The Town Manager (or designee) may impose requirements concerning the installation, location, height, weight, design, structure, support and allowable time for the display of banners.

2. Temporary Public Events

Temporary signs associated with a temporary public event may be installed for a period of not more than 21 days prior to the event and shall be removed within seven days after the event. Temporary event signs shall have a maximum sign area of 24 square feet.

C. Temporary Sign Substitution for Damaged Permanent Signs

In the event that a permanent sign is substantially damaged through fire, natural disaster, or similar emergency, or in the case of major construction projects, where existing permanent signage is removed for construction purposes, a temporary sign of the same size may be allowed for display for a period of time not exceeding 60 days or until the completion of the construction project.

4.08.080. Nonconforming Signs**A. Nonconforming Signs**

- Where a lawful sign exists at the effective date or amendment of this chapter that would be illegal under the terms of this chapter, the use of such sign may be

continued so long as it remains otherwise lawful, subject to the provisions of this section.

2. Signs that are individually or as part of a building designated by the Town as a historic landmark or a historically important sign are considered conforming to this chapter provided that:
 - a. The sign is kept in good repair;
 - b. The sign does not constitute a hazard to public safety; and
 - c. The original design of the sign does not change

B. Classification of Nonconformities

There are two types of legal, nonconforming signs: major and minor. Signs with multiple nonconforming elements are classified in the category of the most significant nonconformity.

1. Major Nonconforming Signs

Major nonconforming signs are those signs for which the nonconformity generates a nuisance per se, violates Town sign policy, or is incompatible with adjacent signs and/or applicable Town plans such that public policy favors their elimination from the zone if they are discontinued, abandoned, or destroyed. Major nonconforming signs include:

- a. Dangerous signs;
- b. Signs that exceed the maximum height or size permitted in the zone district by more than 20%;
- c. Nonconforming location that encroaches on or over a public right-of-way, clear vision area, or public access easement;
- d. Signs with nonconforming illumination;
- e. Nonconforming sign types; and
- f. Signs approved with a variance that permits any issue included in this major nonconformity list,

2. Minor Nonconforming Signs

Minor nonconforming signs are any nonconforming signs that are not classified as major nonconforming signs. Minor nonconforming signs include but are not limited to:

- a. Signs that exceed the maximum height or size permitted in the zone district by 20% or less;
- b. Nonconforming location that does not encroach on or over a right-of-way, and
- c. Off-premises signs.

C. Major Nonconformities

1. Alterations

- a. A major nonconforming sign or sign structure may not be altered in any way that increases any nonconformity. A proposed change to any nonconforming aspect of

a major nonconforming sign shall require the entire sign to be brought into conformance with this chapter.

- b. General repairs, maintenance, and change to advertising copy that does not include replacing a static sign with an EMD are not considered alterations.

2. Replacement

- a. A major nonconforming sign that is voluntarily replaced shall be replaced with a conforming sign.
- b. A major nonconforming sign that loses its nonconforming status shall be replaced with a conforming sign.

D. Minor Nonconformities

1. Alterations

- a. A minor nonconforming sign may be altered in a manner that conforms to this LUDC while still maintaining the nonconforming elements. For example, a sign that is two feet over the height limit for the zone district may be altered provided the height is not increased.
- b. General repairs, maintenance, and change to advertising copy that does not include replacing a static sign with an EMD are not considered alterations.

2. Replacement

- a. A minor nonconforming sign that is voluntarily replaced shall be replaced with a conforming sign.
- b. A minor nonconforming sign that loses its nonconforming status shall be replaced with a conforming sign.

E. Sign Removal for Public Purposes

Any nonconforming sign temporarily removed by a public utility company, the Town, or any governmental agency to accommodate repair, maintenance, or expansion operations may be replaced, provided that there is no change in size, height, or location of the sign. If any sign is moved as a direct result of a governmental or utility project, it may be relocated to a position determined by the Town engineer to be appropriate in relation to the project, and such a sign shall not be considered nonconforming for the reason of applicable separation standards. No permit shall be required for such replacement.

F. Loss of Nonconforming Status

A nonconforming sign shall lose its nonconforming designation and be required to come into compliance with this chapter if any of the following apply:

1. Any portion of the primary sign structure is replaced.
2. The primary structure on the site is replaced, renovated in a manner that expands the building footprint by more than 50%, or when the sign is required to be moved to accommodate building replacement or expansion in compliance with the zone district regulations.
3. A major nonconforming sign is removed, relocated, or replaced for any reason except towards compliance with this chapter.

4. If more than 50 percent of a nonconforming sign is damaged by any means, as measured by total replacement cost of both the sign and structure prior to such destruction, and the sign type is no longer permitted in the zone district, it shall be considered destroyed and shall not be brought back into service or use except in conformity with the provisions of this article.
5. The sign is voluntarily replaced in compliance with this chapter.
6. The sign is abandoned.

G. Maintenance and Repair

1. A nonconforming sign is subject to all requirements of this chapter regarding safety, maintenance, and repair.
2. Temporary removal of any portion of a sign for repairs or general maintenance shall not be considered to be in violation of this section, provided that no alterations are made to the sign or sign structure. Should such sign or sign structure be moved permanently for any reason and over any distance whatsoever, it shall thereafter conform to all regulations for the district in which it is located after it has been moved or relocated.
3. Maintenance shall not include the conversion of a nonconforming sign to an electronic message display sign. Any such conversions may only be made to a conforming sign and shall be subject to the permitting and fee requirements set forth in this LUDC.

H. Records

In addition to initial and construction inspections, signs may be inspected periodically by the Community Development Department to ensure continued compliance with this chapter. Sign owners shall maintain all records related to sign installation and maintenance and make them available for Town review as requested.

4.08.090. Maintenance and Abandonment

A. Maintenance

1. Good Condition

All signs shall be maintained in a state of security, safety, and good repair. It shall be the responsibility of every owner of real property and their tenant or other person in possession of such property with the consent of the owner to maintain every sign on such property in strict compliance with this Code.

2. Continuous Maintenance Required

- a. Any sign that has been approved or for which a permit that has been issued a permit shall be maintained by the owner or person in possession of the property on which the sign is located. Maintenance shall be such that the signage continues to conform to the conditions imposed by the sign permit.
- b. Any damaged sign base shall be repaired within 60 days.
- c. It is a violation of this Code to fail to repair any sign or advertising structure or supporting structure that is torn, damaged, defaced or destroyed.

- d. No person shall maintain or permit to be maintained on any premises owned or controlled by such person any sign which is in a dangerous or defective condition. Any such sign shall be removed or repaired by the owner of the sign or the owner of the premises.
- e. Any sign that has been damaged to such extent that it may pose a hazard to passersby shall be repaired or removed immediately.

B. Abandonment

1. An abandoned sign is any sign, including support frames, where either:
 - a. The sign is no longer used by the property or sign owner, in which case discontinuance of sign use may be shown by expiration or revocation of a business license for the business located on the property, or cessation of use of the property where the sign is located for the use or purpose associated with the sign; or
 - b. The sign has been damaged, and repairs and restoration have not been started within 45 days of the date the sign was damaged, or, once started, are not diligently pursued to completion.
2. Temporary signs shall be considered abandoned if the associated permit has expired or if the sign fails to meet the maintenance requirements of this article.
3. An abandoned sign is prohibited and shall be removed by the owner of the sign or owner of the premises.
4. Abandoned permanent signs shall be removed or the advertising copy shall be painted or coated out. If the property owner or tenant fails to do so within 60 days after written notice from the Code Enforcement Officer of a determination of abandonment, the Code Enforcement Officer shall cause the sign to be removed or painted out and any expense incident thereto shall be paid by the owner or tenant.
5. All abandoned signs must be completely removed (including face, frame, structure, and any related components) within 180 days of the date of abandonment or business closure.
6. When a sign becomes an abandoned sign due to demolition or destruction of the structure in which the business was located, the sign structure shall be removed at the same time as the demolition of the structure, or within 45 days of a determination of abandonment by the Code Enforcement Specialist.
7. Where a successor to a business agrees in writing, prior to the demolition of the structure or as part of a determination of abandonment, to bring any sign into compliance with this chapter and to maintain the sign as provided in this chapter, the removal requirement shall not apply. The sign structure shall be brought into compliance prior to the issuance of a certificate of occupancy for use of any part of the associated structure or business

C. Enforcement

This chapter is subject to the provisions of Section 4.03.100, Enforcement.

4.08.100. Definitions and Measurements

A. Applicability

This section applies to all sign types and classifications

B. Measurement Instructions for All Sign Types

1. Building and Property Frontage

- a. Sign allowance shall be calculated on the basis of the length of the lot frontage which is most nearly parallel to the street it faces.
- b. If a lot fronts on two or more streets, the sign area for each street shall be computed separately. The area of signage allowed for each lot frontage shall be displayed on the frontage for which it was calculated and shall not be combined and placed on a single frontage unless otherwise provided in this section or when the structure has multiple tenants.
- c. Signage in multi-tenant structures shall first be calculated across all public street frontages to establish the overall permitted signage, and then allocated to each tenant unit based on a sign plan created for the site and submitted with each sign permit application.
- d. If a building does not have frontage on a dedicated public street, the owner of the building may designate the one building frontage that shall be used for the purpose of calculating the sign allowance.

2. Clearance

- a. Clearance is the area under the sign that shall be free of obstructions to allow passage of pedestrians and vehicles.
- b. Clearance for pole and projecting signs shall be measured as the smallest vertical distance between the sign and the finished grade directly underneath the sign at the lowest point of the sign structure, including any framework or other structural elements.

3. Height

- a. Height is the vertical distance measured from ground level to the top of the sign measured at its highest point above existing or finished ground level, whichever is more restrictive.
- b. When the finished grade at the point of measurement is lower than the average elevation of the adjacent street finished grade parallel to the location where the sign will be installed, that portion of the sign below the street shall not be included in determining the sign's overall height.

4. Sign Area

- a. Sign area shall be measured by determining the total area of the face of a sign within the outermost edge or border of the face. The computation of freestanding

letters not attached to a surface or plane shall be made by determining the area enclosed within the smallest geometric figure needed to completely encompass all of the letters, words, insignias, or symbols.

- i. Individual letter signs using a wall as the background without added decoration or change in wall color shall be calculated by measuring the perimeter enclosing each letter. The combined total area of each individual letter shall be considered the total area of the sign.
 - ii. Sign copy mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest geometric figure that will enclose both the sign copy and the background
 - iii. Module signs consisting of more than one sign cabinet shall be computed by adding together the total area of each module.
 - iv. Window signs printed on a transparent film and affixed to a window pane shall be measured as freestanding letters or logos, provided that the portion of the transparent film around the perimeter of the sign message maintains the transparent character of the window.
 - v. If elements of a sign are movable or flexible, such as a flag or banner, or if the sign includes any permitted copy extensions, the measurement is taken when the elements or extensions are fully extended and parallel to the plane of view.
- b. Sign area includes only one side of a double-faced sign, so the area of a two-sided sign equals the area of one side.
- i. The second face may not exceed the area of the first face.
 - ii. If an angle of 30° for a "V" sign is exceeded, the area of both sign faces shall be included in the measurement of total sign area, except that the sign area for a sandwich board sign is measured on one face of the sign regardless of the distance between the sign faces.
- c. Window sign area percentage is measured for each architecturally distinct window by dividing the sign area by the window area.
- d. The area of a three-dimensional spherical, cubical, or polyhedral sign equals $\frac{1}{2}$ the total surface area.

5. Separation and Spacing

Any required linear distance between signs shall be measured along the property lines from the center of the sign.

6. Setback

Setback is measured at that portion of any sign or sign structure that is closest to the property line.

C. Definitions [to be incorporated in Section 4.03.040]

Banner sign means a sign made of fabric or other similar non-rigid material with no enclosing framework or electrical components that is supported or anchored on two or more edges or at all four corners. Banners also include non-rigid signs anchored along one edge, or two corners, with weights installed that reduce the reaction of the sign to wind.

Billboard means any sign with at least one sign face that is greater than the largest maximum sign size for any type of sign allowed by permit in the district in which the sign is located.

Business means an activity concerned with the supplying and distribution of goods and services. For purposes of this section, the term "business" shall not include an activity which is accessory to a residential use, such as a home occupation.

Cabinet sign means a sign that contains all the text, artwork, logos and/or other information displayed within an enclosed cabinet.

Change of copy means the change of a logo, and/or message upon the face or faces of a legal sign.

Carried sign means a sign held or carried by a person.

Commercial speech means expression by a speaker for the purposes of commerce, where the intended audience is actual or potential consumers, and where the content of the message is commercial in character. Commercial speech typically advertises a business, business activity, or proposed commercial transaction and may be further defined by a court of appropriate jurisdiction.

Copy means the wording on a sign surface, either in permanent, changeable, or removable form. Copy may include commercial speech or noncommercial speech.

Dangerous sign means a sign constituting a hazard to public safety because it no longer complies with some or all requirements of the building code or electrical code.

Direct Illumination means that the lighting element is exposed to the sign viewer without cover or reflection, such as exposed light bulbs, neon tubing, and LED lighting on EMD signs.

Electrical sign means a sign or sign structure in which electrical wiring, connections, and/or fixtures are used as part of the sign proper.

Electronic Message Display (EMD) means a sign that displays messages that can be controlled and changed remotely and that uses a direct illumination source.

Erects means to build, construct, attach, place, suspend, or affix, including the painting of a wall sign.

External Illumination means that a lighting element or lighting source is installed outside of the sign and directed toward the sign face.

Face of sign means the entire area or combination of areas of a sign on which a message is placed.

Flag means a sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two corners. If any dimension of the flag

is more than three times as long as any other dimension, it is classified and regulated as a banner regardless of how it is anchored or supported.

Flashing means a change of light intensity in a sudden transitory burst or that switches on and off in a constant pattern that is not constant being off at any one time.

Flutter flag means a piece of cloth or other similar material, varying in size, color, and design, that is attached to a pole or staff, and may be in the shape of a vertically-oriented rectangle, teardrop, or similar, where typically the cloth or material is supported by wire to maintain the shape of the flag.

Frontage means the measurement of the length of the property line or building front.

Halo Lighting is a method of internal sign illumination that consists of opaque sign elements with light projected behind them illuminating the mounting surface. The placement of halo lighting creates a "halo" or reflective rim effect around the mounted element.

Incidental sign means a small sign that is primarily oriented to pedestrians and intended for up-close viewing. Examples of incidental signs include: address sign, entrance/exit sign, open/closed sign, days/hours of operation sign, or restroom sign.

Internal Illumination means that a lighting element or lighting source is contained inside a sign cabinet, letter module, or sign body. Examples include cabinet signs and halo lit signs.

Nits means a unit of measure of brightness or luminance. One nit is equal to one candela/square meter.

Nonconforming sign means any sign lawfully constructed prior to the enactment of the ordinance codified in this Code, which fails to conform to the provisions of this chapter.

Off-premises sign means a sign that carries a message of any kind or directs attention to a business, commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the premises where such sign is located, or to which it is affixed.

On-premises sign means a sign advertising any product, service, use, or enterprise sold or offered at the location where the sign is physically located.

Pennant means a piece of fabric, plastic, or other flexible medium that may be in the shape of a triangle, rectangle, or other shape, is typically mounted to a flexible cord or rope that is stretched across two points, is mounted in quantity, and spaced along the cord or rope.

Perimeter means a shape required to enclose the sign area.

Public event means an event or activity held on private property that is open to the public or offered for general public enjoyment with or without an entrance fee,

Roof sign means a business sign erected upon or above a roof or parapet of a building or structure. Mansard roof signs shall be considered wall signs.

Sandwich Board Sign means a temporary, portable sign consisting of two sign faces placed together at an angle of 90 degrees or less to form an "A" shaped structure that tapers from a wide base to a narrow top that is readily movable and has no permanent attachment to a building, structure, or the ground.

Sign means a visually communicative image displayed in a place open to view by the public, including any device that streams, televises or otherwise conveys electronic visual messages, pictures, videos or images, with or without sound or odors, that by reason of its form, location, manner of display, color, working, design, or otherwise attracts or is designed to attract attention to the subject or to the property upon which it is situated. "Sign" shall not include:

Works of art that do not include commercial speech.

Products, merchandise or other materials which are offered for sale or used in conducting a business, when such products, merchandise, or materials are kept or stored in a location which is designed and commonly used for the storage of such products, merchandise or materials.

Sign structure means any structure supporting or capable of supporting any sign defined in this chapter. A sign structure may be a single pole or may or may not be an integral part of the building or structure.

Static Sign means a sign with a message that cannot or is not intended to be changed frequently or remotely like and EMD sign.

Temporary sign means a sign corresponding to a permitted temporary use or event and displayed for a limited period of time. Temporary sign types include banner, yard, and sandwich board.

Tenant means a single incorporated use of a premises, which may include multiple units within a structure, for which a certificate of occupancy has been issued, which is separated from another business by demising walls and has a separate entrance.

Wind sign means a display of pennants, streamers, balloons, whirligigs, wind blades, or similar devices, activated by wind.

Window means an opening in a wall, door, or roof of a building that allows the passage of light, sound, and sometimes air. An individual window is defined by an architecturally distinct opening. Individual windows may be further divided by muntins, mullions, or decorative elements such as grilles.

Yard sign means type of temporary sign that is constructed of paper, vinyl, plastic, wood, metal or other comparable material, which is mounted on a stake or a frame structure (often made from wire) that includes one or more stakes



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: May 10, 2022

Agenda Item: Resolution 38, Series 2022 “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement:

REQUEST: Approval of a Lease between the Town of Eagle and the Eagle Chamber of Commerce to utilize the Information Center at 100 Fairgrounds Road to conduct its business in support of businesses in the Town of Eagle.

BACKGROUND: The Town of Eagle and the Chamber have been discussing this move throughout the past year to facilitate the growing need for office space as the Town staff expands in number.

ANALYSIS: The Eagle Chamber of Commerce is excited about the new, larger space at the Information Center with the added benefit of having the capability of holding its Board meetings there. It provides a sense of place and separate identity for the Chamber rather than being housed in its present location in Town Hall. The Town of Eagle benefits from the additional office space for future employees.

COMMUNITY INPUT: This will provide a destination location for Chamber members, local businesses, and the public alike.

BUDGET / STAFF IMPACT: Rental rates will be set in a manner and an effort to defray the costs of building and grounds maintenance at that site.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The relationship between the Town and the Chamber is strong and mutually beneficial. Both entities are focused on improving economic vitality for the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to (approve) or (deny) a Resolution 38, Series 2022 “A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lease Agreement Between the Town of Eagle and the Eagle Chamber of Commerce; and Authorizing the Town Manager to Execute Said Agreement.

ATTACHMENTS:

1. 38 - 2022 Eagle Chamber Lease Resolution

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 38
(Series 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF EAGLE AND THE
EAGLE CHAMBER OF COMMERCE; AND AUTHORIZING THE TOWN MANAGER TO
EXECUTE SAID AGREEMENT

WHEREAS, the Town of Eagle is the owner of the real property situated at 100 Fairgrounds Road,
Town of Eagle, County of Eagle, State of Colorado, known as the "Eagle Information Center": and

WHEREAS, the Town of Eagle, desires to continue to lease office space at the Eagle Information
Center, and the Town of Eagle is willing to make such space available under the same terms and
conditions as contained in attached lease (Exhibit "A").

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

Section 1. The lease Agreement between the Town of Eagle, Colorado, and the Eagle Chamber
of Commerce, for the lease of space at the Eagle Information Center, attached hereto as Exhibit "A"
and incorporated herein by this reference, is hereby approved.

Section 2. The Town Manager of the Town of Eagle is hereby authorized and directed to execute
the agreement attached hereto as Exhibit "A" on behalf of the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the
Town of Eagle, Colorado, held on the 10th day of May 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this ____ day of May 2022 (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 Eagle Chamber of Commerce, with an address of PO Box 964 Eagle CO 81631 ("Lessee") (each a "Party" and collectively the "Parties").

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

1. Property. The Town owns the property known as the "Eagle Information Center", located at 100 Fairgrounds Road, Eagle, Colorado (the "Property").

2. Premises. Subject to the provisions of this Lease, the Town hereby leases to Lessee a portion of the Property, consisting of office space for its full-time director on the property (the "Premises"). In addition, during the term of this Lease, Lessee shall have access to and use of the common areas of the Property, described as restrooms, hallways, and the entryway to the building, provided that the common areas shall also be available for use by other building tenants. Lessee has inspected the physical condition of the Premises and receives the Premises in "as is" condition. The Town makes no representations or warranties with respect to the condition of the Premises or its fitness for any particular use, and the Town shall not be liable to Lessee for any latent or patent defect on the Premises.

3. Term. The initial term of this Lease shall be one year, commencing on May 20, 2022, for a period of one (1) year. In addition, this Lease shall automatically renew for successive twelve (12) month periods unless either Lessor or Lessee gives notice to the other party of its intent not to renew at least sixty (6) days prior to the end of the Lease Term.

4. Rent. Lessee shall pay to the Town rent in the amount of \$_____ per month (the "Rent"). Payment shall be made on the first day of each month. If Lessee fails to timely make any Rent payment, Lessee shall pay a late fee of \$50 per day until fully paid. Rent amount for 2023 will be negotiated between the parties.

5. Security Deposit.

a. *Amount.* Lessee shall deposit with the Town a deposit of \$500.00 as a Security Deposit to secure against the breach of any obligations under this Lease, including without limitation: damage to the Premises; abandonment of the Premises; and nonpayment of rent, late charges, returned check charges and attorney fees.

b. *Refund.* Within 60 days following termination of this Lease, the balance of the security deposit shall be returned to Lessee.

c. *Abandonment.* Lessee agrees that in the event Tenant abandons the Premises prior to the end of the Lease term, the Town will retain the entire Security Deposit.

6. Utilities. The Town shall be solely responsible for landscaping, snow removal, sewer, water and trash collection services to the Leased Premises. Lessee shall pay the cost of telecommunications and internet service and any security alarm systems for the Premises. The physical installation of any equipment shall be subject to the Town's prior written approval.

7. Use and Occupancy.

a. *Use Limitations.* Lessee shall use the Premises to operate a non-profit administrative office. Lessee shall not permit the Premises to be used for any illegal purpose and will not perform any act that may be a nuisance, annoyance, or inconvenience to the Town or any other lessee of the Property.

b. *Alteration of Premises.* Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Premises, including without limitation partitions, wall coverings, floor coverings and special lighting installations.

c. *Hazardous Materials and Substances.* Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to, without limitation, the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

d. *Signs.* With the Town's prior written approval and in compliance with the Eagle Municipal Code, Lessee may erect and install signs in and about the Premises, at Lessee's sole cost and expense.

e. *Maintenance.* Lessee shall keep and maintain the Premises in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Premises now or hereafter in force. Lessee shall keep and maintain the Premises, including fixtures, interior doors, floor coverings, windows, window coverings, walls and ceilings in good condition and repair, and at the expiration of this Lease, deliver the Premises in the same or better condition as when entered; loss by fire, inevitable acts, and ordinary wear, tear and depreciation excepted.

f. *Conduct.* Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Premises which may annoy or disturb other tenants located in the Property or persons on adjacent property;

g. *Town's Obligations.* The Town shall, at its own cost, keep and maintain in good condition the following: the structural components of the Property, including only the foundation, bearing and exterior walls (including glass and doors), subflooring and roof; the heating, and electrical apparatus, wiring, water and wastewater service lines and fixtures within the building and outside the building serving the Property; and window frames, gutters and down spouts.

h. *Damage.* If any part of the Property is damaged or destroyed through the intentional act, negligence, carelessness or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

i. *Covenant of Quiet Enjoyment.* The Town covenants that Lessee shall enjoy quiet and undisturbed possession of the Premises during the term period and any subsequent renewal term, subject to the terms and conditions of this lease.

j. *Holdover.* It is agreed that if after the expiration of this Lease, or any renewal term, Lessee remains in possession of the Premises and continues to pay rent without written agreement as to such possession, then Lessee shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth in this Lease and shall be subject to all terms and conditions of this Lease. Either Party shall give thirty (30) days' prior written notice of the termination of such holdover tenancy.

k. *Entry and Inspection by the Town.* The Town and the Town's agents and employees shall have the right to enter the Premises at all reasonable times for the purpose of examination or inspection, and to make such alterations, repairs, improvements or additions to the Premises and the Property as the Town deems necessary or desirable. The Town may enter by means of a master key, without liability to the Town, except for any failure to exercise due care for Lessee's property. The Town shall use reasonable efforts upon entry not to unreasonably interrupt or interfere with Lessee's use and enjoyment of the Premises.

l. *Abandonment of Personal Property.* If Lessee shall abandon, vacate or surrender the Premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to Lessee and left on the Premises shall be deemed abandoned.

8. Damage or Destruction of Premises. If the Premises is destroyed or damaged by fire or other casualty, the Town shall have the right to restore the Premises to its former state and condition. If the Town elects not to restore the Premises, this Lease shall be terminated. If the Town elects to restore the Premises, rent shall abate during the time the Premises remains damaged. If the Lease is terminated, Lessee's rent obligation shall cease the day following the casualty. The Town shall be released from any further Lease obligations.

9. Default.

a. *Event of Default.* The failure by Lessee to comply with any provision of this Lease

shall constitute a default of this Lease.

b. *Remedies.* Upon a default, the Town may re-enter and take possession of the Premises (after appropriate court proceedings), without terminating this Lease, and sublease the Premises, holding Lessee liable for the difference in the rent. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Lease. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

c. *Attorney Fees and Costs.* If the Town brings suit to enforce any provision of this Lease or for recovery of the Premises, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

10. Indemnification. Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease.

11. Town's Rights. The Town reserves the following rights, exercisable without notice and without liability to Lessee for damage or injury to property, persons or business, and without effecting an eviction, constructive or actual, or disturbance of Lessee's use or possession, or giving rise to any claim for setoff or abatement of rent: to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Property and the Premises and for such purpose to enter upon the Premises, and to temporarily close doors, entryways and corridors in the building and to interrupt or temporarily suspend building services and facilities, as needed; and to enter the Premises or the Property at all reasonable times for the purpose of examining or inspecting the Premises or the Property.

12. Insurance.

a. *Coverages.* Throughout the term of this Lease, Lessee shall maintain, at its sole cost and expense, the following insurance:

i. Comprehensive broad form general public liability insurance in common use for commercial structures with extended coverage endorsement protecting the Town and Lessee and covering the Premises, common areas, and parking areas and sidewalks located adjacent to the Premises and Lessee's use thereof against claims for personal injury, death and property damage occurring upon, in or about the Premises, such insurance to afford protection to a limit of not less than \$2,000,000 combined single limit.

ii. Workers' compensation insurance as required by law.

b. *Form.* All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. 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 a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain 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 Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

13. Miscellaneous.

a. *Integration.* This Lease constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

b. *Severability.* If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

c. *Governing Law and Venue.* This Lease shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Lease shall be brought in Eagle County, Colorado.

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

e. *Successors.* This Lease shall inure to the benefit of and be binding upon the Town and Lessee and their respective heirs, successors, representatives, administrators, executors and devisees.

f. *Assignment and Subletting.* Lessee shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Town. Any such assignment or subletting without the Town's consent shall be void.

g. *No Waiver.* A failure of a Party to enforce any term of this Lease shall not be deemed to be a waiver of any other term of this Lease.

h. *Subordination.* This Lease is and shall be subordinate to all existing and future liens and encumbrances against the Premises.

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

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

k. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Lease.

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

TOWN OF EAGLE, COLORADO

Jim White, Interim Town Manager

ATTEST:

Jenny Rakow, Town Clerk

LESSEE:

EAGLE CHAMBER OF COMMERCE

By: _____
Dan Brown, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
20__, by _____.

My Commission expires:

(SEAL)

Notary Public



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: May 10, 2022

Agenda Item: Resolution 40, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Citizens to the Town Manager Community Panel"

REQUEST:

The request is to have the Town Council appoint the community members listed in the attached Resolution to serve as a Community Panel for the selection process in interviewing finalists for the Town Manager position. They include Kevin Brubeck, Anna Robinson, Clark Gundlach, Kat Connor, Tomy Maldonado, and David Gaboury.

BACKGROUND: Two Town Council members, Nick Sunday and Janet Bartnik were selected by the Town Council to serve on the Selection Committee to review all candidates for the Town Manager position. Interim Town Manager, Jim White and Lynette Horan, HR Director also served on the committee. KRW Consultants were hired to facilitate the process.

ANALYSIS: During the Selection Committee work with KRW Consultants, it was determined that an additional panel of community members be added as a separate panel when the finalists were interviewed.

COMMUNITY INPUT: None, participants were selected by members of the Selection Committee.

BUDGET / STAFF IMPACT: None other than minor expenses that will be incurred in providing lunch and beverages on the day of the interviews. The Community Panel will only meet on one day (Thursday).

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Meets the strategic goal to "Strengthen Town Organization and Culture".

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to APPROVE or DENY Resolution 40, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Citizens to the Town Manager Community Panel"

ATTACHMENTS:

1. Resolution 40-2022 Town Manager Community Panel

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 40
(SERIES 2022)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING CITIZENS TO THE TOWN MANAGER COMMUNITY PANEL

WHEREAS, pursuant to Article V Section 5.02 of the Town Charter, which provides for the creation of boards and commissions by the Town Council; and

WHEREAS, Kevin Brubeck, Anna Robinson, Clark Gundlach, Kat Conner, Tomy Maldonado and David Gaboury have expressed interest to be on the Town Manager Community Panel.

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

Section 1. That Kevin Brubeck, Anna Robinson, Clark Gundlach, Kat Conner, Tomy Maldonado and David Gaboury are hereby appointed to the Town Manager Community Panel.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on May 10, 2022.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brian Lieberman

Date: May 4, 2022

Agenda Item: Request to transfer funds from Trail Construction to Trail Repair and Maintenance

REQUEST: Staff requests that Council consider reallocating \$10,050 from Trail Construction to Trail Repair and Maintenance to complete needed repairs on sections of the Haymaker and Pool and Ice trails.

BACKGROUND: In 2021, staff budgeted \$15,750 for Trail Construction as an Open Space Capital Expenditure. The intent was to reserve funds for a project that would have been identified through the Open Space and Trails Master Plan. However, due to several factors, a shovel-ready trail construction project for 2022 will not be an outcome of the Open Space and Trails Master plan.

With a portion of this funding (\$10,050), two additional trail repair and maintenance projects could be accomplished this year. Projects include repairs to the lower section of Pool and Ice and the descent on the Haymaker trail. Coordination with stakeholders and the community throughout the master plan process placed a high emphasis on maintaining existing trails.

Council has already invested significantly (\$36,250) in trail repair and maintenance for the 2022 season. Most of that funding was allotted to the Vail Valley Mountain Trails Alliance's Trail Conservation Crew for regular maintenance of trail and open space assets in the Eagle Area. This summer, the Trail Conservation Crew has a full plate assisting with youth corps direction, repairs to the LOV Connection Bridge, signage projects, and regular maintenance throughout the Eagle trail system.

Two additional projects have surfaced and need attention. Both would benefit significantly from work by a professional trail builder, which would also free up time for the Trail Conservation Crew to focus on other locations and projects throughout the trail system.

ANALYSIS: The Pool and Ice and Haymaker trails are some of the most popular trails in the Eagle area. In 2021, over 26,000 users were recorded using these trails on trail counters. Both trails are purpose-built mountain biking trails. However, they are also enjoyed by hikers, dog walkers, and other users.

Most years, volunteers and the Trail Conservation Crew can adequately attend to maintenance on these trails. However, because they are purpose-built, the trails benefit considerably from substantial rebuilds about every five to ten years. Sections of both trails are in need of this type of significant rebuild. The investment would improve the sustainability of these trails, improve the user experience, and decrease trail widening and other impactful issues. Further, the work would benefit the Colorado High School Mountain Bike League, which uses these trails for high school mountain bike races during two weekends each fall.

COMMUNITY INPUT: Throughout the public scoping phase of the Open Space and Trails Master Plan, OSRAC, stakeholders, and the community firmly highlighted the need and their support for maintaining the existing trails and open space assets in the Eagle trail system. The community also expressed these sentiments through the 2021 Community Survey and Elevate Eagle action goals.

BUDGET / STAFF IMPACT: Staff is proposing that \$10,050 be reallocated from Trail Construction (a capital expenditure) to Trail Repair and Maintenance (an operating expense). This would bring the total trail maintenance investment from the Town to \$46,300 for 2022. No new trail construction would be budgeted in 2022. Staff would be responsible for oversight of the professional trail builder, including onsite scoping meetings.

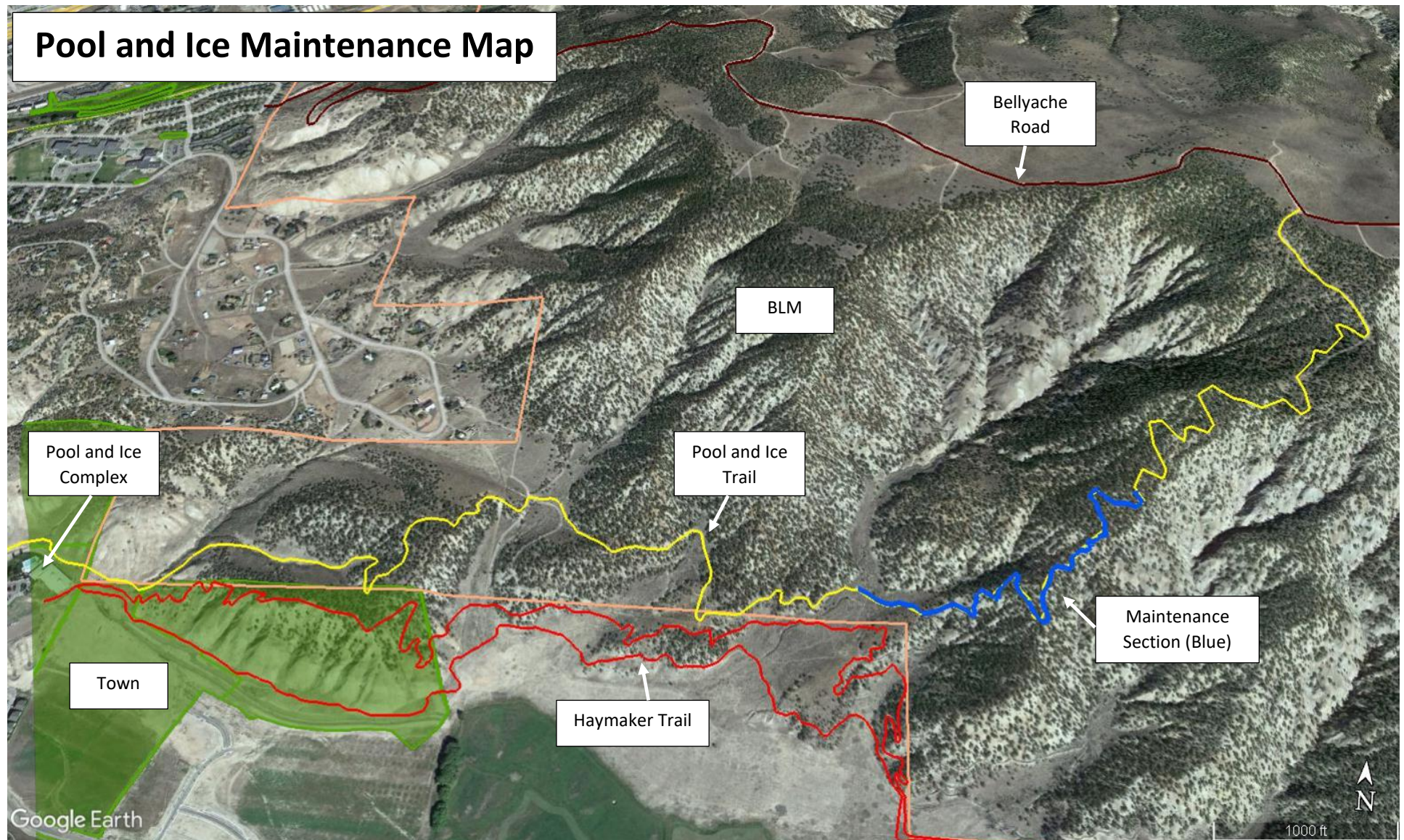
STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The final draft of the Open Space and Trails Master Plan puts a very high emphasis on completing deferred trail maintenance projects throughout the Eagle trail system. It ranks as one of the highest goals for all trail and recreation objectives in the plan. In addition, these two trail projects would directly support goal numbers 3.10 and 4.5 in Elevate Eagle by coordinating with the BLM to execute maintenance projects that address erosion and degradation of natural surface trails.

RECOMMENDED ACTION OR PROPOSED MOTION: "Motion to **approve or deny** the transfer of \$10,050 from the trail construction account to trail repair & maintenance account for tread repair on sections of the Pool and Ice and Haymaker trails."

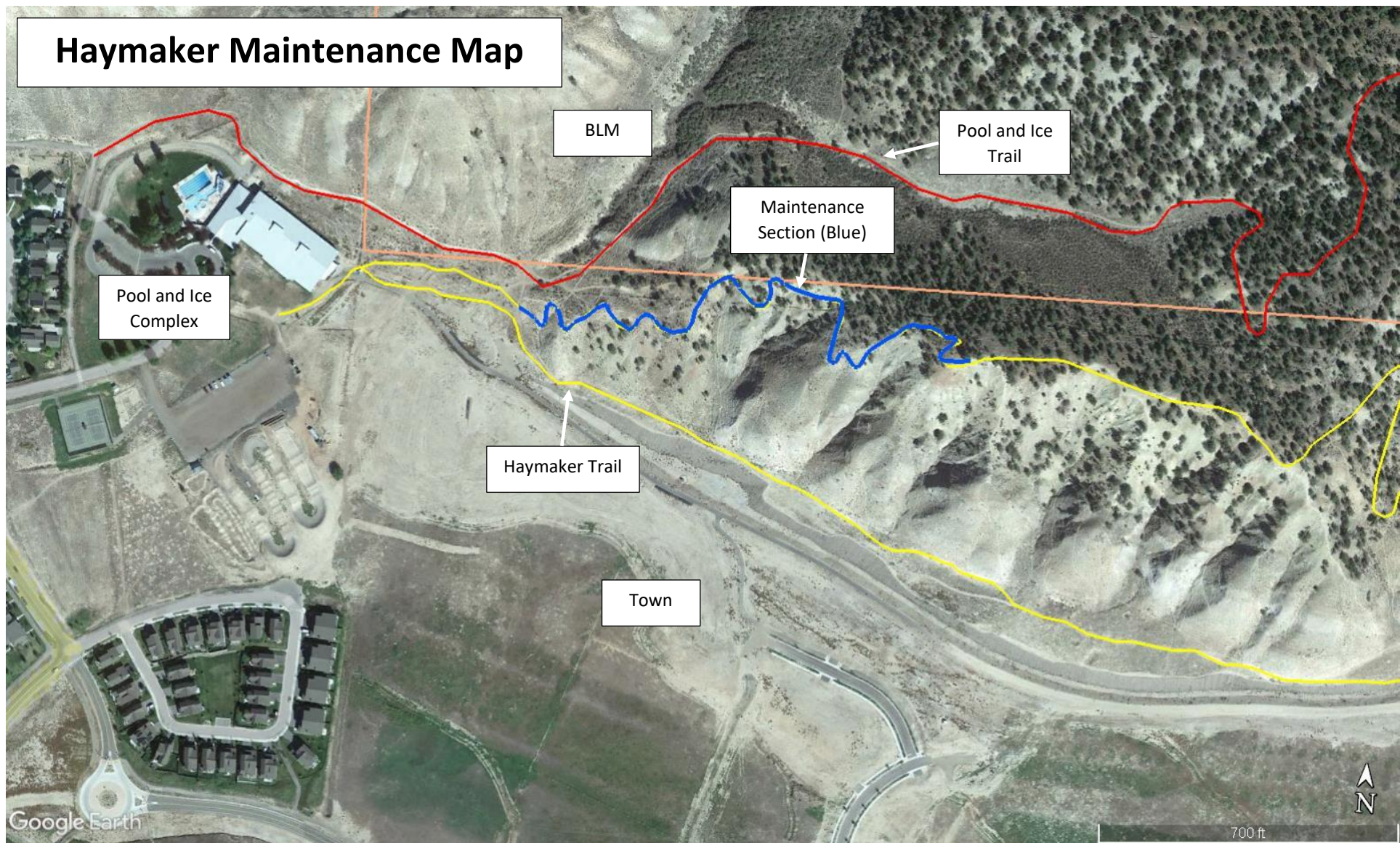
ATTACHMENTS:

1. Pool and Ice and Haymaker Trail Maintenance Map

VII. Attachments



Map 1: Pool and Ice trail. The section proposed for maintenance (3,700 feet or 0.7 miles) is highlighted in Blue.



Map 2: Haymaker Trail. The berm section that is proposed for maintenance (1,584 feet or 0.3 miles) is highlighted in Blue.



To: Mayor and Town Council

From: Kevin Aoki, Information Technology Manager

Date: May 4, 2022

Agenda Item: Town of Eagle Proposal to Provide DDA Businesses with Broadband Connection Options

REQUEST:

Staff is requesting direction on how to proceed with the proposal to provide Internet services to the Broadway corridor

BACKGROUND:

The Downtown Development Authority has requested the Town seek options to provide Internet services to businesses along the Broadway corridor. As this area is in close proximity to approved and budgeted Town interconnectivity projects, the incremental costs to provide such additional service is less than other areas of Town. The Town would like to propose two options for DDA businesses:

- 300MB wireless synchronous connection @ \$149/mo +one time installation fee of \$199.00
- 1GB wireless synchronous connection @ \$299/mo +one time installation fee of \$379.00

ANALYSIS:

Comcast and Lumen provide similar services in other areas of Town but not currently along the Broadway corridor. Published pricing as follows:

	300Mbps	1Gbps	2Gbps	10Gbps	10-100Gbps Fiber
Town of Eagle	\$149.00	\$299.00	\$499.00	\$4995.00	Case by case
Comcast*	\$324.44	\$409.44	N/A	N/A	N/A
Lumen	\$309.00	\$429.00	N/A	\$8000.00	N/A

INTERNET					
Tier	Download	Upload	Standalone		
			1st Yr	2nd Yr	3rd Yr
Starter	35 Mbps	5 Mbps	\$91.90	\$91.90	\$91.90
100	100 Mbps	15 Mbps	\$139.94	\$154.94	\$169.94
200	200 Mbps	20 Mbps	\$174.44	\$189.44	\$204.44
300	300 Mbps	30 Mbps	\$204.44	\$219.44	\$234.44
600	600 Mbps	35 Mbps	\$279.44	\$294.44	\$309.44
1 GIG	1 Gig Mbps	35 Mbps	\$379.44	\$394.44	\$409.44

This proposed project addresses the following:

- Provide wireless internet service to businesses along the Broadway corridor from Grand Avenue south to East 7th Street.
- The DDA has provided a list of up to 59 identified interested subscribers that could receive service of choice within 6-8 weeks of approval, funding, and product procurement.
- The initial hardware, installation and configuration costs of core infrastructure are estimated to be \$35,799.39.

COMMUNITY INPUT:

Downtown Development Authority, Downtown Business Alliance, Economic Development Committee.

BUDGET / STAFF IMPACT:

The project would require approximately \$35,799.39 to purchase and prepare core infrastructure. Installation fees would cover end user hardware and installation costs. Assuming all 59 interested subscribers commit to the service, ROI is estimated at 5-6 months to cover infrastructure costs. Ongoing revenue can offset much of the ongoing THOR fees of \$97,824.24/yr and be used to fund coverage to other underserved areas of Town. Staff is expected to find savings in CIP to cover the costs of this pilot project.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

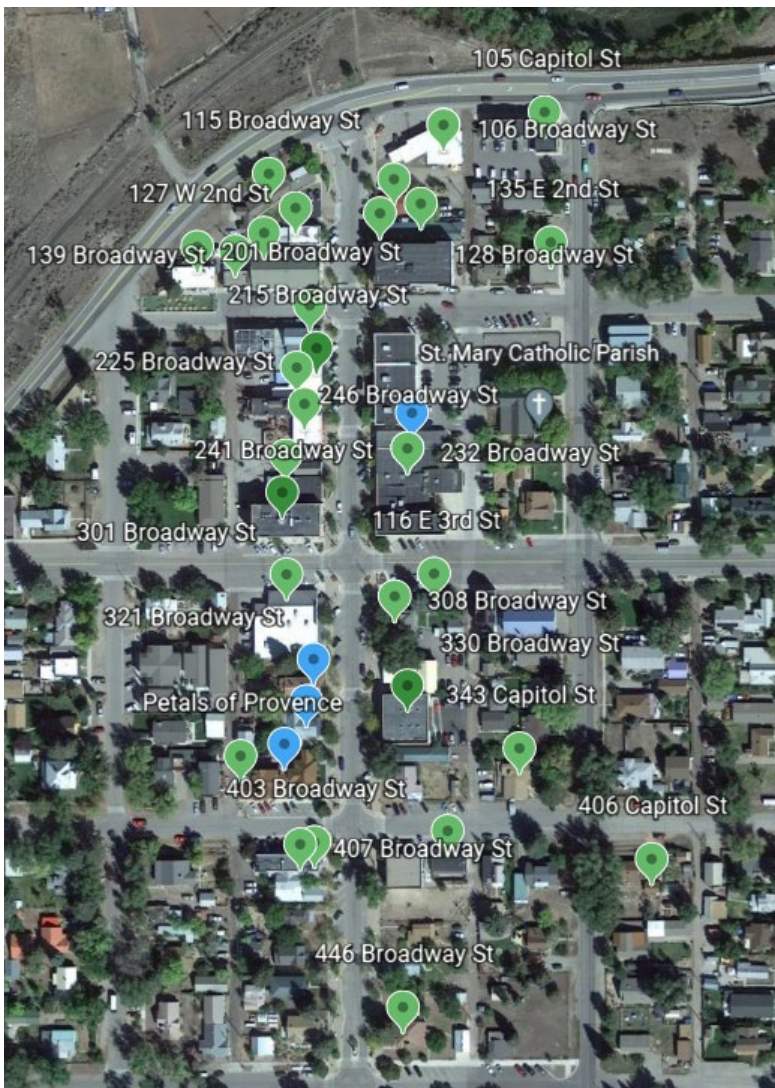
This proposal aligns with the Town's commitment to project THOR and providing broadband services to neighboring municipalities and community as well as meeting major objectives of the Town's Strategic Plan:

- Stimulate Economic Vitality and Development
- Matching Infrastructure to Quality of Life
- Enhance the Economic Resiliency of the Town Government
- Provide Reliable and Cost-Effective Services

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to reappropriate \$40,000.00 for the purpose of delivering Internet services to the Broadway corridor and direct staff to execute on this proof of concept.

Interested subscriber locations:



Downtown Eagle Business/ Property Owners and Residents Interested in Internet						
Owner/Manager					Mailing	
Business Name	First Name	Last Name	Phone	Email	Address	Broadway Address
Alpacas LLC	Cass	Galloway	970-328-1211	cass-od@mountainmax.net		106 Broadway
ARTSPaCE workshop+gallery	Tara	Novak	970-376-4772	artspaceworkshop@gmail.com	PO Box 4841	120 Broadway
Farmers Insurance	Troy	Fuller		tfuller@farmersagent.com		105 Capitol St Suite 3
ABK Holdings, LLC	Wayne	Hauter	540 216 3165 w. 703 629 2251 c	wh@abkholdings.com	39 Garrett St Suite 105, Warrenton Va. 20186	135 E. 2ND Street
Vail Valley Art Guild				vvaqco@gmail.com		132 Broadway
Alpacas LLC	Cass	Galloway	970-328-1211	cass-od@mountainmax.net		106 Broadway
Red Canyon Cafe	Ryan	Murray	970-977-0242	redcanyoncafe@gmail.com		128 Broadway #1
Edward Jones Financial	Kevin	Brubeck		Kevin.brubeck@edwardjones.com		129 Broadway
Butters' Properties	Katy	Butters		Kustomdesignskdlc@gmail.com		115 Broadway Street
Antlers and Rosé	Brook	Richards		brookannerichards@gmail.com		139 Broadway
Nurture Skin and Body Spa	Roni	Sheldon	970-328-5453	roni@nurtureskinandbody.com		139 Broadway
The Vine	Brian	Kunkel		bkunkel26@gmail.com		127 W. 2nd Street
(Development)	Lachie	Thomas	970-390-5238	info@6600feet.com		132 Broadway Street
Inner Light Juice						132 Broadway Stre
Blitz Boutique	Kate	Manley		info@blitzvail.com		132 Broadway Stre
OCG Design	Cody	O'Kelley		cody@ocgdesignmanage.com		201 Broadway Street
	Jake	Roach				201 Broadway Street
Resident						201 Broadway Street, #1
Resident						201 Broadway Street, #2
Resident						201 Broadway Street, #3
Resident						201 Broadway Street, #4
Mountain Pedaler Bike Shop	Charlie	Brown	970-328-3478	cb@mountainpedaler.com	PO BOX 3161	106 Broadway
Katch Studio	Kat	Conner	970.376.4676	kat@katchstudio.com	PO Box 873	228 Broadway (Owner)
QuietKat	Jake	Roach		jake@quietkat.com		215 Broadway
Estate	David	Nudell	970-390-0492	dnudell@vail.net		217 Broadway
NextGen Wireless	Erick		970-393-3451	eggr1986@icloud.com		228 Broadway
Brush Creek Ortho-Bionamy	Julie	Richards		brushcreekob@gmail.com		241 Broadway Unit 101
Kuttin' Korner	Raenette	Johnson	970-328-7111		PO Box 1018	237 Broadway
Eye Center of the Rockies	Matthew	Ehrlich	(970) 926-7773	dehrlich@comcast.net		232 Broadway
Brush Creek Saloon	Dasha		970-328-5279	dashasbar@hotmail.com		241 Broadway
McDowell Engineering	Kari	Schroeder		kari@mcdowelleng.com		241 Broadway
Stockman's Land Exchange	Joyce	Butler	970-376-1292	joycebutler@outlook.com		225 Broadway
Wells Fargo	Carrie	Young		carrie.young@wellsfargo.com		246 Broadway
Nearly Everything Store	Charity		970-328-6875	eaglerx@vail.net		301 Broadway
Cycle Effect	Vicki	Flynn	970-390-7783	Vflynn@thecycleeffect.org		116 E 3rd St
Studio B Salon	Julie	Burns	970-688-1177	juliemburns@centurylink.net		308 Broadway
Chics Couture	Cappy	Green	970-328-9473	chicscouture1@gmail.com		321 Broadway
Chiropractor	Dr. David	Foster	970.328.5501	docfosterdc@gmail.com		333 Broadway
Everyday Outfitters	Rachel		970-328-6382	info@everydayoutfitters.com	PO BOX 5818	330 Broadway
Yetis Grind	Marci	Leith		marci@yetisgrind.com		330 Broadway
Good To People	August	WITTENBERG		august@saynomorepromotions.com		330 Broadway Street
Mountain Mobile Vet	Sheila	Fitzpatrick	970-328-7085	sfgmmvet@vail.net		341 Broadway
Petals of Provence	Dora Lea	Farley	970-376-5547	Flowers@petalsofprovence.com	PO Box 211 Eagle	341 Broadway St bldg b
Fusion Hair	Leigh	Tarrant		Leightarrant@msn.com		330 Broadway
Sweet Mustache Pastry Shop						407 Broadway
Metcalf Archaeology	Anne	McGibbin		anne@metcalfarchaeology.com		407 Broadway St suite b
Property Owner	Shawna	Topor	970.331.9589	stopor@slifer.net		403 Broadway
Gardunos Mexican Food	Lorenzo		970-376-3062			343 Capitol St
On Site Vet	Susan	Obrien		admin@onsitevet.com		4th Street
Fourth Street Farm	Lindsay	Graves		lindsay@fourthstreetfarm.com		4th Street
Skincare by Jen	jen	Fossen	(970) 331-6625	jenniferfossen@yahoo.com		403 Broadway, 2A
Property Managment	Scott	Schlosser		scottes@vail.net		116 E 3rd St
Yoga Off Broadway	Yvonne	Schwartz		yogaoffbroadway@gmail.com		139 Broadway
The Roaming Gourmet LLC	Adrienne	Cavallario		eat@theroaminggourmet.com	970.401.2344	2nd Street
Resident	Tony	Ferrotto	651-442-4461	tony.ferrotto@gmail.com		132 Broadway Street
Resident						446 Broadway street
Resident	Linsay	Graves				406 Capitol

Jenny Rakow

From: Kari McDowell Schroeder <kari@mcdowelleng.com>
Sent: Tuesday, May 10, 2022 11:49 AM
To: ALL COUNCIL
Subject: Broadband Support

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Town of Eagle Council,

I am writing in support of the Town's proposal to provide DDA businesses with Broadband connection options. As a business and property owner downtown, we desperately need better internet connections to serve our engineering company's needs and keep pace with the industry.

At this point, we need improved internet ASAP. I understand that this is using a wireless synchronous connection. The Town's staff report details a \$35,800 cost to purchase and prepare core infrastructure with an ROI that is estimated to return the costs in 5-6 months. This solution seems like a necessary first step to keep our existing businesses competitive.

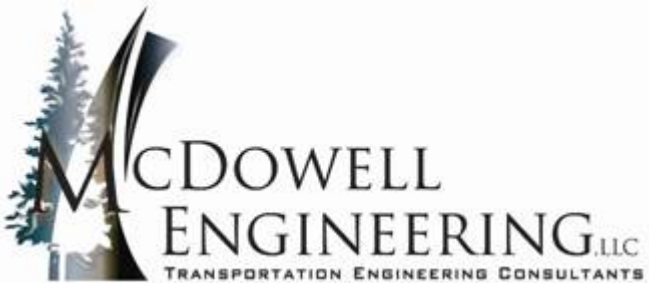
Moving forward, I would like to see us working towards a future goal of direct fiber connectivity to keep the Town of Eagle on par with global internet infrastructure needs. However, I'll take what we can get in the short term, especially with a system that can pay for itself in less than a year!

I applaud the work that Kevin Aoki has done to provide a reasonable and necessary utility to our downtown area.

Thank you,

Kari

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