



Town Council
Tuesday, June 28, 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,

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 469-770-0416,,754786891#](#) United States, Dallas

Phone Conference ID: 754 786 891#

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

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

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

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

CALL TO ORDER - 6:00 PM

ROLL CALL

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

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

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - May 26, 2022

2. Minutes - June 14, 2022
3. Resolution 55, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Contract for the 2022 Street Resurfacing Project"

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

1. Town Manager Update
2. Information Technology Update, Kevin Aoki

BUSINESS ITEMS - 6:25 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Grand Avenue Corridor Plan Update, Pedro Campos - Zehren and Associates

a. *(All items below are linked to documents)*

- [1. Agenda for the Meeting](#)
- [2. GACP Phase 3 Update Presentation](#)
- [3. GACP 30% Design Engineering Plans](#)
- [4. GACP 30% Design Landscape Plans with Aerial Image Background](#)
- [5. GACP 30% Design Cost Estimate](#)
- [6. GACP Phase 2 Technical Memo](#)
- [7. GACP Phase 1 Summary \(prepared and presented June 1, 2021\)](#)
- [8. GACP Traffic Analysis Report Draft](#)
- [9. GACP Illustrative Plan, Sections, Conceptual Gateways, Before and After Photo Simulation](#)
- [10. Federal Highway Administration Bulletin – Roundabout Safety Statistics](#)
- [11. GACP Prototypical Designs for Pedestrian and Bike Crossings and Transit Stops](#)
- [12. GACP Contextual Planning Diagrams](#)
- [14. Preliminary Access Management Plan](#)

2. PUBLIC HEARING: File #RZ22-02, Sawatch View Rezone
 - a. Ordinance No. 12, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 295 Rule Road, Eagle, Colorado from Commercial General (CG) to Residential Multi-Family (RMF)
3. The Reserve at Hockett Gulch Major Development Permit file number DR21-02 and Preliminary Plan and Final Plat file number PPFP21-01 (Rescheduled to July 26, 2022)
4. Resolution 49, Series 2022 "A Resolution Approving a Second Amendment to the Agreement Between Eagle County, Colorado and the Town of Eagle for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property"
5. Resolution 51, Series 2022 "A Resolution Approving a First Amendment to Intergovernmental Agreement Between Eagle County, Colorado and the Town of Eagle Concerning Authorization for Law Enforcement Services Within Portions of Unincorporated Eagle County Known as the Eagle River Park"
6. Resolution 50, Series 2022 "A Resolution of the Town Council of the Town of Eagle Colorado, Seeking Voter Approval of the Town's Participation in the Eagle Valley Transportation Authority"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:40 PM

1. Future Agenda Items
2. Council Committee Updates

EXECUTIVE SESSION - 8:45 PM

1. Executive session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), on the topic of a draft Pre-Development Agreement between the Town of Eagle Meadows Colorado, LLC and Red Mountain Ranch Partnership, LLLP.

BUSINESS ITEM - 9:05 PM

1. Action as a Result of Executive Session

ADJOURN - 9:10 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 – Eagle Guest



SPECIAL MEETING MINUTES
Town Council
Thursday, May 26, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting.*

CALL TO ORDER - 1:00 PM

Mayor Turnipseed called the meeting to order at 1:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT

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

STAFF PRESENT

Jim White, Interim Town Manager
Matt Mire, Town Attorney
Lynette Horan, Human Resources Manager

COUNCILMEMBERS ABSENT

None

ADOPTION OF AGENDA

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

BUSINESS ITEMS

- 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 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

ADJOURN - 2:00 PM

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



MEETING MINUTES
Town Council
Tuesday, June 14, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
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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, Sarah Parrish

COUNCILMEMBERS ABSENT

Nick Sunday and Geoffry Grimmer

STAFF PRESENT

Jim White, Interim Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Carrie Buhlman, Lieutenant
Dennis Wike, Engineer
Jackie VanEyll, Administrative Assistant
Brian Lieberman, Open Space Manager
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

Councilmember Janet Bartnik requested to amend the agenda to remove Resolution 44, 2022 from the Consent Agenda.

MOTION: Councilmember Scott Turnipseed motioned to amend the agenda, removing Resolution 44, 2022 from the Consent Agenda. The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Parrish) and 0 opposed.

PUBLIC COMMENT

Terry Quinn, 123 West 4th Street. Expressed his concerns regarding Eagle Block Party and requested the event be moved to the Fairgrounds or another appropriate location that does not impact the residential neighborhood.

PRESENTATIONS

1. Curbside Compost and NZ2030, Laura Hartman from The Palmer Fund presented this item. She stated that if the Town chooses to pursue curbside composting, the Palmer Fund would help initially finance the gap between what customers collectively pay and what Honeywell charges.

2. Vail Honeywagon, Jennifer Collins

Jennifer Collins, Mike Robinson, and Fernando Estrada from Vail Honeywagon presented this item.

Council comments: Confirmation was given regarding the terms of the current contract and the expiration date of 2025. Discussion centered on getting the word out on voluntary composting trial for one year. Honeywagon asserted that a minimum of 75 customers would have to sign up per neighborhood for the program to move forward. Each neighborhood meeting that requirement could be serviced independently. The Palmer Fund provided the information they would be willing to help fund the program to get it going. Council's desire would be to enhance the recycling program with the addition of composting for all residents if costs can be evaluated and are reasonable for residents. Discussion followed on bear and animal-resistant containers. Concerns were expressed regarding space in garages for additional containers. Staff will work with Vail Honeywagon and The Palmer Fund in getting out a survey of residents regarding their desire for curbside pickup of compost.

CONSENT AGENDA

MOTION: Councilmember Mikel Kerst motioned to approve the consent agenda with the removal of item number 5. The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, and Parrish) and 0 opposed.

1. Minutes - May 24, 2022

2. Minutes - June 7, 2022

3. Bill Pay - May 2022

4. Tree City USA Recognition 2022

5. ~~Resolution No. 44, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting the Updated Eagle Downtown Development Authority Plan of Development"~~

6. Resolution No. 48, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing Release of Payment of Pay Application 42R1 for the Lower Basin Water Treatment Plant Project"

STAFF REPORTS

1. Town Manager Update

Jim White stated congratulations to the Town for earning Tree City USA designation. He also updated the Council that we currently have 13 candidates for police chief. The posting closes on June 26, 2022.

2. Department Update - May 2022

Council comments: Thanked open space staff for fixing irrigation ditches. Congratulations to Brian Lieberman for being appointed by BOCC to OSAC. Discussion with Public Works about Yearout and Holy Cross PV installation. Options are being considered for a smaller system that will be brought to the Town Council for consideration in July. Thanked Public Works and the Town Engineer for assistance with the Pool and Ice Rink issues. A request was made for an update on DDA broadband project. Update that Mayor Turnipseed did a podcast with Chief Stauer and others regarding mental health and encouraged everyone to listen to it.

BUSINESS ITEMS

1. Resolution No. 45, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Climate Action Plan Update 2020"

Markian Feduschak and Gina Van Hekken from Walking Mountains were present for this item.

Gina Van Hekken, Climate Action Manager, stated they are grateful for the Town's support.

Markian Feduschak commended the Council on the Town's net-zero goals.

MOTION: Councilmember Ellen Bodenhemier motioned to approve Resolution No. 45, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Climate Action Plan Update 2020". The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Parrish) and 0 opposed.

2. Ordinance No. 11, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Instituting a Residency Requirement for the Town Manager"

Council comments: inquired with attorney, Matt Mire, if this applies to interim town managers. Matt Mire stated it is not called out.

MOTION: Councilmember Janet Bartnik motioned to approve Ordinance No. 11, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Instituting a Residency Requirement for the Town Manager". The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Parrish) and 0 opposed.

3. Resolution No. 47, Series 2022 "A Resolution by the Town Council of the Town of Eagle, Colorado, Appointing Christopher Kehoe to Serve as a Full Voting Member on the Open Space and Recreation Advisory Committee."

MOTION: Councilmember Sarah Parrish motioned to approve Resolution No. 47, Series 2022 "A Resolution by the Town Council of the Town of Eagle, Colorado, Appointing Christopher Kehoe to Serve as a Full Voting Member on the Open Space and Recreation Advisory Committee." The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Parrish) and 0 opposed.

4. **Open Space Master Plan Consideration of Review by OSRAC of Amendments Identified by Town Council**

The request is for direction to staff on whether we want the open space master plan to go back to OSRAC for consideration prior to council adoption or for staff to make changes and discuss those final changes before approval.

Council comments: Preferred sending back to OSRAC to honor their commitment to this process and allow them to consider the changes. Brian Lieberman confirmed that this additional work would fit within the current budget. Request to restructure the work sessions with OSRAC in the future.

Council would like staff to bring all comments from the Town Council to OSRAC for their first meeting on July 12, 2022, and then plan for it to be on the July 26, 2022 Town Council agenda.

Laura Turitz, 165 Fourth of July, agreed that comments should back to OSRAC to consider.

Council comments: Would like staff to confirm that referral comments from CPW and Eagle County were addressed in the plan.

MOTION: Councilmember Scott Turnipseed motioned to Direct Staff to present Council comments to OSRAC at their next meeting for consideration. The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Parrish) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

- 1. Future Agenda Items
Councilmember Ellen Bodenhemier would like a discussion on capping short-term rentals. Staff provided that it will be addressed in the land-use code update.
- 2. Council Committee Updates
Mayor Scott Turnipseed updated the Council that the Eagle Ranch Wildlife Committee granted funds for collars for cows and invisible fencing to assist with keeping them off Brush Creek Road.

ADJOURN

MOTION: Councilmember Sarah Parrish motioned to adjourn the meeting. The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Parrish) and 0 opposed.

Date: _____
Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Tom Gosiorowski, Public Works Director

Date: June 28, 2022

Agenda Item: Resolution 55, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Contract for the 2022 Street Resurfacing Project"

REQUEST: Staff is requesting the Council approve entering into a construction contract with 360 Paving, LLC for construction of the 2022 Town of Eagle Street Resurfacing project.

BACKGROUND: Staff solicited bids for the paving project. One bid was received: 360 Paving, LLC. for \$627,806.14 on May 26, 2022, which was lower than staff's estimate. Staff worked with 360 Paving to increase the scope of work and received a revised bid of \$746,687.25 using the original unit prices.

ANALYSIS: 360 Paving is highly qualified to complete the work. The following streets will be resurfaced this year:

- Grand Avenue (King to Capitol)
- Abrams Creek Drive
- Silver Spur
- E. Dewey
- Robin's Egg (western 800 feet)
- Sylvan Lake Road (settlement area at 1026 Sylvan Lake Road)

COMMUNITY INPUT: None Required.

BUDGET / STAFF IMPACT: The Town has budgeted \$800,000 in the General Fund, Street Dept – Street Resurfacing 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 achieve the Town's 2022 Goal/Strategic Plan of completing a pavement maintenance project which is consistent with the Strategic Plan Major Objective of Match Infrastructure To Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to APPROVE or DENY Resolution No. 55, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Contract for the 2022 Street Resurfacing Project.

ATTACHMENTS:

1. 2022 -55 360 Paving LLC
2. 2022 TOE Resurfacing Contract w Attachments

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 55
(Series 2022)

**A RESOLUTION OF THE TOWN COUNCIL FO THE TOWN OF EAGLE, COLORADO,
APPROVING A CONTRACT FOR THE 2022 STREET RESURFACING PROJECT**

WHEREAS, the Town of Eagle desires to contract with 360 Paving, LLC. for the construction of the 2022 Town of Eagle Street resurfacing project pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, 360 Paving LLC agrees to perform such services on the terms and conditions set forth in Exhibit "A"; and

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

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

The Town Council approves the contract with 360 Paving LLC for services attached as Exhibit "A."

RESOLVED, APPROVED, AND ADOPTED THIS 28th DAY OF JUNE 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

2022 TOWN OF EAGLE RESURFACING PROJECT

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2021 (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 **360 Paving, LLC**, an independent contractor with a principal place of business at **Gypsum Colorado** ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work and Bid Documents set forth in **Exhibit A and B**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **September 30, 2022**.

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

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed **\$746,687.25** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

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

V. RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

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

VII. INSURANCE

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

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

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

contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age

is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WORKERS WITHOUT AUTHORIZATION

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

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

C. *Verification.*

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

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

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

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

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

XI. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XII. BONDS

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

XIII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of **\$900** per day.

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

XIV. MISCELLANEOUS

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

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

C. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

D. *Notice.* Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

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

F. *Modification.* This Contract may only be modified upon written agreement of the Parties.

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

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

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONTRACTOR

By: _____

[illegible]

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

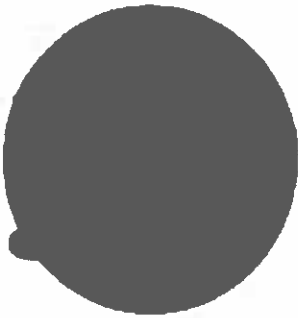
EXHIBIT A
SCOPE OF WORK
2022 Town of Eagle Resurfacing Project

The Project includes the following Work:

- Grand Avenue (King to Capitol) – 1” Leveling & 2” overlay; adjust manholes and gate values; mill 7.5’ edge of EB travel lane, mill start and end tie-in
- Abrams Creek Drive, Silver Spur and E. Dewey – 2” mill and overlay; adjust manholes; remove/replace manholes on Abrams Creek; transverse crack repair, and full depth asphalt patching; tie-in driveways & streets
- Robins Egg Lane (western 600’) – 2” mill and overlay; adjust manholes and gate values; install ADA ramp
- Sylvan Lake Road – full depth asphalt and subgrade repair
- Remove and Replace manholes - E. Haystack @ Arroyo & Hollyhock and 4th of July @ culvert

EXHIBIT B
BID PROPOSAL
2022 Town of Eagle Resurfacing Project

BID PROPOSAL



360 Paving, LLC.

PO Box 2247

Gypsum, CO 81637

Contact: Chris Erdahl

Phone: 970-471-3107

Email: chris@360pave.com

Quote To: Town Of Eagle

Job Name: Town Of Eagle 2022
22092

Phone:

Plan Date:
Architect/Engineer:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Grand Avenue					
20	Mobilization	1.00	LS	4,000.00	4,000.00
30	Traffic Control	1.00	LS	20,000.00	20,000.00
40	Portable Message Board	2.00	EA	1,600.00	3,200.00
50	Tie-In Milling (side streets & drives)	29,150.00	SF	0.60	17,490.00
60	Tie-In Milling (project start/stop)	20,295.00	SF	0.60	12,177.00
70	Full Depth Asphalt Patch	1,000.00	SF	12.00	12,000.00
80	1" Asphalt Leveling Course	650.00	TN	134.00	87,100.00
90	2" Asphalt Overlay	1,410.00	TN	134.00	188,940.00
100	Shouldering W/ Millings	1.00	LS	6,250.00	6,250.00
110	Adjust Gate Valves	10.00	EA	75.00	750.00
120	Adjust Sewer Manholes	3.00	EA	145.00	435.00
130	Striping Double Yellow & White Edge	1.00	LS	8,968.75	8,968.75
Grand Avenue Total					361,310.75
Abrams Creek Dr.					
160	Mobilization	1.00	LS	6,000.00	6,000.00
170	Traffic Control	1.00	LS	6,250.00	6,250.00
180	Milling Full Width	58,800.00	SF	0.40	23,520.00
190	Tie-In Milling	3,960.00	SF	1.20	4,752.00
200	Asphalt Leveling Course	100.00	TN	134.00	13,400.00
210	2" Asphalt Overlay	750.00	TN	134.00	100,500.00
220	Traverse Crack Repair 18" X 4" Deep	600.00	LF	18.00	10,800.00
230	Full Depth Asphalt Patch	1,200.00	SF	12.00	14,400.00
240	Adjust Survey Monument	1.00	EA	145.00	145.00
250	Adjust Sewer Manholes	2.00	EA	145.00	290.00
260	Adjust Electric Manholes	1.00	EA	295.00	295.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
270	Adjust Gate Valves	4.00	EA	75.00	300.00
280	Remove & Replace Manhole Frame	3.00	EA	850.00	2,550.00
290	Remove & Replace Barrel Section	3.00	EA	4,000.00	12,000.00
295	ADA Curb Ramps	2.00	EA	1,850.00	3,700.00
	Abrams Creek Dr. Total				198,902.00
	Robins Egg				
320	Mobilization	1.00	LS	2,000.00	2,000.00
330	Traffic Control	1.00	LS	4,040.00	4,040.00
340	Mill Full Width	2,375.00	SF	0.75	1,781.25
350	Tie-In Milling (0"-2" in 25")	625.00	SF	0.75	468.75
360	2" Asphalt Overlay	265.00	TN	134.00	35,510.00
370	Adjust Manholes	2.00	EA	145.00	290.00
380	Adjust Gate Valves	2.00	EA	75.00	150.00
390	ADA Curb Ramp	1.00	EA	4,450.00	4,450.00
400	Remove & Replace 9.5' Curb & Gutter	2.00	EA	2,650.00	5,300.00
	Robin Egg Total				53,990.00
	1026 Sylvan Lake Rd.				
430	Mobilization	1.00	LS	2,000.00	2,000.00
440	Traffic Control	1.00	LS	1,200.00	1,200.00
450	Portable Message Sign Panel	2.00	EA	1,600.00	3,200.00
480	Full Depth Asphalt Patch	1,161.00	SF	12.00	13,932.00
490	Subgrade Repair w/ Fabric & Crushed Aggregate	200.00	CY	130.00	26,000.00
	1026 Sylvan Lake Rd. Total				46,332.00
	E. Haystacker & 4th Of July Manhole Repair				
520	Remove & Replace Manhole Frame	3.00	EA	850.00	2,550.00
540	Full Depth Asphalt Patch	75.00	SF	12.00	900.00
	E. Haystacker & 4th Of July Total				3,450.00
	East Dewey				
570	Mobilization	1.00	LS	900.00	900.00
580	Traffic Control	1.00	LS	560.00	560.00
590	Full Width Milling	7,210.00	SF	0.75	5,407.50
600	Traverse Crack Repair	100.00	LF	18.00	1,800.00
610	2" Asphalt Overlay	105.00	TONS	134.00	14,070.00
620	Adjust Sewer Manholes	1.00	EA	145.00	145.00
	East Dewey Total				22,882.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Siver Spur				
760	Mobilization	1.00	LS	1,200.00	1,200.00
770	Traffic Control	1.00	LS	1,200.00	1,200.00
780	Full Width Milling	20,160.00	SF	0.75	15,120.00
790	Traverse Crack Repair	200.00	LF	18.00	3,600.00
800	2" Asphalt Overlat	285.00	TONS	134.00	38,190.00
810	Adjust Sewer Manhole	3.00	EA	145.00	435.00
820	Adjust Gate Valve	1.00	EA	75.00	75.00
	Silver Spur Total				59,820.00
GRAND TOTAL					746,687.25

NOTES:

1. One Mobilization is included additional mobilizations will be billed on a T&M Basis.
2. Scheduling will be upon the mutual agreement between the Owner/Owners Rep. and 360 Paving.
3. 360 Paving cannot guarantee complete drainage in areas with less than 2% of fall.
4. Permits, Permit Fees, Engineering, Surveying, Construction Staking are not included.
5. Traffic control is not provided unless specifically stated in the bid item schedule.
6. Independant testing is not included.
7. Landscape and irrigation repair is not included
8. Subgrade stabilization is not included and will be performed on a T&M basis, per geotechnical engineer.
9. All work will be done under frost free conditions. No winter protection is included
10. Work performed after October 1st. is subject to void of warranty due to inability to meet temperature specifications.
11. No work that is other than what is specifically stated is included, implied or assumed to be completed.
12. Final billing will be on actual quantities installed.
13. PG 58-28 asphalt mix will be utilized on this project. Alternate mixes may be provided at additional charge.
14. Pricing is good for 30 days from the date of this proposal and may be repriced due to asphalt price fluctuations.
15. This proposal, in its entirety shall become part of any contract or subcontract agreement. This shall be accomplished by including a copy as an attachment to any contract or subcontract agreement.

All of the above work to be completed in a substantial and workmanlike manner for the sum of See Bid Item Schedule

This proposal must be accepted as provided and delivered to 360 Paving, LLC., 30 days from above date, or it shall expire.

The contract amount is payable to 360 Paving, LLC. monthly for work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract or the Project Plans and Specifications.

The customer may order additional work or changes in writing at any time, at an agreed price or at the contractor's regular rates for the time and material work.

If payments for work are not made when due, the contractor may stop work or terminate this contract and re-cover from the customer payment for all work executed and loss sustained.

A late charge of 18% per annum on the outstanding balance may be imposed upon all past due payments. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.

If the customer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal

The contractor agrees to carry Workmen's Compensation and public liability insurance and to pay all taxes as they relate to this

BID FORM SUPERSEDED
REVISED TO ADD SCOPE
SEE BID FORM dtd
6/21/2022 Martha Miller

Sheet #1 of 2

TOWN OF EAGLE

2022 Street Paving

BID FORM 1

SCG Bid Item No.	Contract Item	Unit	Estimated Quantity	Unit Price	Extended Price
A. Grand Avenue					
A.1	Mobilization	LS	1	\$4,000.00	\$4,000.00
A.2	Traffic Control	LS	1	\$20,000.00	\$20,000.00
A.3	Portable Message Sign Panel	EACH	2	\$1,600.00	\$3,200.00
A.4	Tie-In Milling (side streets & drives)	SF	10,700	\$0.60	\$6,420.00
A.5	Tie-In Milling (Project start/stop)	SF	3000	\$0.60	\$1,800.00
A.6	Full Depth Asphalt Patch	SF	1000	\$12.00	\$12,000.00
A.7	1" Asphalt Leveling Course	TONS	650	\$134.00	\$87,100.00
A.8	2" Asphalt Overlay (PG 58-28)	TONS	1300	\$134.00	\$174,200.00
A.9	Shouldering with Millings	LS	1	\$6,250.00	\$6,250.00
A.10	Adjust Gate Valves to Final Grade	EACH	10	\$75.00	\$750.00
A.11	Adjust Sewer Manhole to Grade	EACH	3	\$145.00	\$435.00
A.12	Striping Double Yellow and White Edge (match existing)	LS	1	\$8,977.14	\$8,977.14
TOTAL GRAND AVENUE					\$325,132.14
B. Abrams Creek Drive					
B.1	Mobilization	LS	1	\$6,000.00	\$6,000.00
B.2	Traffic Control	LS	1	\$6,250.00	\$6,250.00
B.3	Milling Full Width	SF	58,800	\$0.40	\$23,520.00
B.4	Tie-In Milling	SF	3960	\$1.20	\$4,752.00
B.5	Asphalt Leveling Course (various depths)	TONS	100	\$134.00	\$13,400.00
B.6	2" Asphalt Overlay (PG 58-28)	TONS	750	\$134.00	\$100,500.00
B.7	Traverse Crack Repair 18" width x 4" depth	LF	600	\$18.00	\$10,800.00
B.8	Full Depth Asphalt Patch	SF	1200	\$12.00	\$14,400.00
B.9	Adjust Survey Monument value to final grade	EACH	1	\$145.00	\$145.00
B.10	Adjust Sewer Manhole to final grade	EACH	2	\$145.00	\$290.00
B.11	Adjust Electric Manhole to final grade	EACH	1	\$295.00	\$295.00
B.12	Adjust Gate Value to final grade	EACH	4	\$75.00	\$300.00
B.13	Remove & replace manhole frame	EACH	3	\$850.00	\$2,550.00
B.14	Remove & replace barrel section	EACH	3	\$4,000.00	\$12,000.00
B.15A	ADA Ramps	EACH	2	\$1,850.00	\$3,700.00
TOTAL ABRAMS CREEK DRIVE					\$198,902.00

BID FORM SUPERSEDED
REVISED TO ADD SCOPE
SEE BID FORM DATED

6/21/2022 Martha Miller

Sheet #2 of 2

TOWN OF EAGLE

2022 Street Paving

BID FORM 2

SCG Bid Item No.	Contract Item	Unit	Estimated Quantity	Unit Price	Extended Price
C. Robins Egg					
C.1	Mobilization	LS	1	\$2,000.00	\$2,000.00
C.2	Traffic Control	LS	1	\$4,040.00	\$4,040.00
C.3	Mill Full Width	SF	2375	\$0.75	\$1,781.25
C.4	Tie-in milling (0-2" in 25')	SF	625	\$0.75	\$468.75
C.5	2" Asphalt Overlay (PG 58-28)	TONS	265	\$134.00	\$35,510.00
C.6	Adjust Manhole to Final Grade	EACH	2	\$145.00	\$290.00
C.7	Adjust Gate Value to Final Grade	EACH	2	\$75.00	\$150.00
C.8	ADA curb ramp	EACH	1	\$4,450.00	\$4,450.00
C.9	Remove & Replace 9.5' Curb and Gutter Sections (0194 Robins Egg)	EACH	2	\$2,650.00	\$5,300.00
	TOTAL ROBINS EGG				\$53,990.00
D. 1026 Sylvan Lake Road					
D.1	Mobilization	LS	1	\$2,000.00	\$2,000.00
D.2	Traffic Control	LS	1	\$1,200.00	\$1,200.00
D.3	Portable Message Sign Panel	EACH	2	\$1,600.00	\$3,200.00
D.6	Full Depth Asphalt Patch	SF	1161	\$12.00	\$13,932.00
D.7	Subgrade Repair w/fabric & crushed aggregate	CY	200	\$130.00	\$26,000.00
	TOTAL SYLVAN LAKE ROAD				\$46,332.00
E. Haystacker & 4th of July Manhole Repair					
E.1	Remove & Replace manhole frame	EACH	3	\$850.00	\$2,550.00
E.3A	Full depth asphalt patch (5'x5')	SF	75	\$12.00	\$900.00
	TOTAL MISC MANHOLES				\$3,450.00
				TOTAL PROJECT	\$627,806.14

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and ready for final payment by September 30, 2022.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
No. 1	5/18/2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings. **[no data exists on which Bidders may rely]**
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings. **[no data exists on which Bidders may rely]** Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

360 PAVING LLC

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

Chris Erdahl

(typed or printed)

Title:

AREA MGR

(typed or printed)

Date:

5/25/2022

(typed or printed)

Address for giving notices:

P.O. Box 2247
Gypsum, CO 81637

Bidder's Contact:

Name:

Chris Erdahl

(typed or printed)

Title:

AREA MGR

(typed or printed)

Phone:

970-471-3167

Email:

Chris@360paving.com

Address:

P.O. Box 2247
Gypsum, CO 81637

Bidder's Contractor License No.: (if applicable)

- SUB CONTRACTORS

1. CONCRETE - RR CONCRETE
2. MILLING - WESTERN MILLING
3. STRIPING - BLACK MOUNTAIN
4. TRAFFIC CONTROL - UPPER VALLEY
ELITE TRAFFIC
CONTROL

- SUPPLIERS

1. ASPHALT - UNITED
2. AGGREGATES - UNITED
3. CONCRETE - UNITED

**Fed X 5/4
Arch**

Surescape Insurance Services

**7800 South Elati Street, Suite 100
• Littleton, CO 80120 •
(303) 225-8030 • Fax: (303) 225-8034**

To: 360 PAVING, LLC
P. O. Box 2247
Gypsum, Colorado 81637

Date: 5/4/22

Enclosed is our executed Bid Bond for your use in connection with the following project:

Project Name: TOWN OF EAGLE, COLORADO
2022 Town of Eagle Paving

Estimated Contract Price: \$300,000

Bid Date: May 26, 2022

Please Note:

**SPECIFICATIONS REQUIRE A TWO-YEAR WARRANTY
GUARANTEE. THE FIRST YEAR IS INCLUDED IN THE COST
OF THE PERFORMANCE BOND. SECOND YEAR RATES ARE
AS FOLLOWS ON THE VALUE OF THE GUARANTEED WORK:**

\$2.75 PER THOUSAND FOR THE FIRST \$500,000

*If the contract documents specify insurance coverages that go beyond your normal program,
your insurance Account Executive will address them with you under separate cover.*

BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT 360 PAVING, LLC as PRINCIPAL, and
ARCH INSURANCE COMPANY as SURETY, are held and firmly bound unto the Town of Eagle, Colorado,
hereinafter called OWNER, as Obligee, in the penal sum of
Five Percent (5%) of the Total Amount of the Bid dollars (\$ _____), for the payment of which sum in lawful
money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a Bid to OWNER for certain Work or services generally
described as follows: 2022 Town of Eagle Paving

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the
PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents,
enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified
in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt
payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a
Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform
the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the PRINCIPAL to
enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay
to OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and
such larger amount for which the OWNER may in good faith contract with another party to perform the
Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in
full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY
hereunder shall be in no way impaired or affected by any alteration or irregularities in the bid or in the
bidding procedure or by any extension of time within which OWNER may accept such Bid, and does hereby
waive notice of same.

Dated this 26th day of May, 20202

ARCH INSURANCE COMPANY
(SURETY)

360 PAVING, LLC
(PRINCIPAL)

By: Cynthia M. Burnett Cynthia M. Burnett
Title: Attorney-in-Fact

By: _____
Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED) CORPORATE SEAL MUST BE
AFFIXED IF PRINCIPAL IS A CORPORATION.

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Douglas J. Rothey, Cynthia M. Burnett and Erik Ulibarri of Littleton, CO (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of June, 2011.

Arch Insurance Company

Attested and Certified


Martin J. Nilsen, Secretary

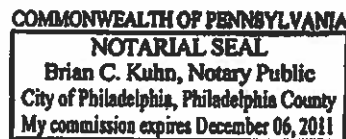



J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 15, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of May, 2022.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102



00ML0013 00 03 03

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

360 Paving, LLC.

is a

Limited Liability Company

formed or registered on 01/11/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191030937 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/23/2022 that have been posted, and by documents delivered to this office electronically through 05/24/2022 @ 16:48:39 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/24/2022 @ 16:48:39 in accordance with applicable law. This certificate is assigned Confirmation Number 14045983 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



QUALIFICATION STATEMENT OF 360 CIVIL, INC.

MAILING ADDRESS: PO Box 2247
Gypsum, Colorado 81637

TELEPHONE: (970) 328 - 4900

EMAIL: patrick@360civil.com jeremy@360civil.com

PRINCIPLE OFFICES: 403 Broadway, Suites 1-A to 1-C
Eagle, Colorado 81631

Business Formed: S Corporation - January 2015 State of Colorado

Federal ID # 47-2467411

Trade Categories: Earthwork, Paving, Utilites and Civil General Contracting

Corporate Officers: Patrick S. Bourke President
Jeremy J. Sheaffer Vice President / Secretary / Treasurer

License Numbers: Town of Eagle Town of Gypsum
Town of Vail Town of Avon

Vendors/Suppliers: Wagner Equipment Dept. 9000, Denver, CO 80291
(303) 739-3000
Grand Junction Pipe & Supply 240 Airpark Drive, Gypsum, CO 81637
(970) 524-4440
Collett Enterprises 1126 Hwy 6, Gypsum, CO 81637
(970) 524-7777
PST Enterprises PO Box 2319, Gypsum, CO 81637
(970) 524-6060

Bank Reference: FirstBank Jennifer Wright
25 Market Street VP Eagle
Eagle, Colorado 81631 (970) 328-9600

Alpine Bank Grant Murphy
205 E. Chambers Ave. VP Eagle
Eagle, Colorado 81631 (970) 748-5731

Bonding Information:

Bonding Co: Arch Insurance Co.
 Bonding Agent: Surescape/CRS
 Doug Rothery
 7800 S. Elati Street, Suite 100
 Littleton, Colorado 80120
 Phone: (303) 225-8030 x 2 Office

Insurance Information:**General Liability/Auto**

EMC Insurance Group
 Mountain West Insurance Group
 Trina Epp
 PO Box 1576
 Glenwood Springs, CO 81601
 phone: (970) 945-9111
 fax: (970) 945-2350

Workers Compensation

Pinnacol Assurance
 7501 E. Lowry Blvd.
 Denver, CO 80230-7006
 Underwriter: Christina Noakes (303) 361-4177
 Safety Consultant: Lane Mcknight (303) 361-4091
 Business Director: Lisa Mason (303) 361-4151

Construction Experience of Principal Individuals:

<u>Name</u>	<u>Title</u>	<u>Experience</u>
Patrick Bourke	President	30 years Paving & Road Construction
Jeremy Sheaffer	Vice President	30 years Utility & Excavation
Arnulfo Gallegos	Superintendent	20 years Road Construction & Prep
Juan Antonio Moran	Superintendent	15 years Utility & Excavation
Chris Erdahl (360 Paving)	Manager	35 years Asphalt and Roads

Client/Business Reference Contact:

<u>Name</u>	<u>Company</u>	<u>Contact Info</u>
John Purchase	Wynton Homes	970-390-9943
Jim Kemp	Kemp & Company	970-904-3101
Mark Sharp	Grand Junction Pipe and Supply	970-524-4440
Chris Evans	Evans Chaffee Construction Group	970-845-0466
Lynn Brooks/Jeff Schnieder	Eagle River Water & Sanitation District	970-476-7480
Bryon McGinnis / John Boyd	Town of Eagle	970-328-6678
Matt Wadey	Alpine Engineering	970-926-3373
Rob Padley	Gorman USA	608-320-5330
Chance Warren	Haselden Construction	970-309-5395

360 CIVIL WIP AND CONTACT

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
15001	Oncall and Maintenance Contract 2015	Glenwood Hot Springs Pool	\$ 3,713.32	December 2015	Brian Ammerman 970-274-1849	100%
15002	Oncall and Emergency Repair Contract 2015	Eagle River Water and San	\$ 235,974.63	December 2015	Lynn Brooks 970-476-7480	100%
15003	Oncall and Maintenance Contract 2015	Zancanella / Bailey Ridge Metro	\$ 16,963.21	December 2015	Ben Elmore 970-945-1253	100%
15004	Soliel Homes Subdivision #1	Wynton Homes	\$ 594,866.94	July 2015	John Purchase 970-390-9943	100%
15005	Diamond Plaza Remodel - Riverwalk	Rocky Mtn Custom Landscapes	\$ 28,570.00	June 2015	Steve Bjurstrom 970-331-3555	100%
15006	Ford Park Paver Asphaltic Sand	R. A. Nelson	\$ 23,654.89	June 2015	Dennis Ward 970-445-0176	100%
15007	Town of Vail Light Pole Base Replacement	R&A Enterprises	\$ 38,247.43	May 2015	Mollie Harte 970-309-7413	100%
15008	Eagle-Vail Playground Repair	Eagle-Vail Metro District	\$ 7,976.78	May 2015	Steve Barber 970-390-8976	100%
15009	Grouse Mountain Center Concrete Pan	Grouse Creek Center	\$ 10,853.50	August 2015	Steve Warren 970-471-1292	100%
15010	Blickensiaff Drywell	Laurie Blickensiaff	\$ 2,092.26	June 2015	Laurie Blickensiaff 970-376-4727	100%
15011	Pier 1 Manhole Install	Hoffman Realty	\$ 8,368.79	June 2015	Doug Jimenez 970-390-1970	100%
15012	Avon Medical Office Building	Calcon Constructors	\$ 1,076,841.43	April 2016	Jim Kohler 970-8194590	100%
15014	LasSpada Residence	Beck Building Company	\$ 115,172.13	September 2015	Steve Boderick 970-949-1800x137	100%
15015	Downtown Eagle Watermain Replacement	Town of Eagle	\$ 999,988.33	September 2015	Deiron Dirksen 970-401-0173	100%
15016	Northwoods Wall Excavation	Gallegos Corporation	\$ 6,780.00	June 2015	Shannon Gallegos 970-926-3737x142	100%
15017	Eagle County Schools Concrete Demolition	Evans Chaffee Construction Group	\$ 11,452.20	May 2015	Chris Evans 970-845-0466	100%
15018	MTECH Underground @ MOB	MTECH	\$ 40,160.00	September 2015	Bill Schierkolk 970-430-8072	100%
15019	Holland Hills Cut and Plug	Zancanella	\$ 1,500.00	July 2015	Tom Zancanella 970-945-5700	100%
15020	Soliel Homes Lot Excavations	Wynton Homes	\$ 26,597.50	November 2015	John Purchase 970-390-9943	100%
15021	Brush Creek Village Drain Line	Wynton Homes	\$ 3,051.67	September 2015	John Purchase 970-390-9944	100%
15022	Katsos Ranch Rd. Ditches	Eagle River Water and San	\$ 7,700.00	October 2015	Lynn Brooks 970-476-7480	100%
15023	Riverdance Contact Chamber	Global Asset Recovery	\$ 39,500.00	September 2015	Ben Elmore 970-945-1253	100%
15024	Vail Golf/Nordic Club House	Evans Chaffee Construction Group	\$ 1,177,625.09	November 2016	Chris Evans 970-845-0466	100%
15025	Town of Eagle Trash Pads	Town of Eagle	\$ 1,838.80	October 2015	John Boyd 970-471-1304	100%
15026	Ford Park Boulder Wall Repair	Town of Vail	\$ 590.00	October 2015		100%
15027	Eagle Vail Golf Course Boulder Walls	Eagle-Vail Metro District	\$ 44,000.00	October 2015	Steve Barber 970-390-8976	100%
15028	Lake Creek Village Office Water Leak	Lake Creek Village	\$ 16,967.81	December 2015	Bill Wright 970-376-6352	100%
15029	Cornina Lane Water Leak	Hans Wiemann	\$ 3,308.80	December 2015	Hans Wiemann(314) 724-5145, (314) 440-4464	100%
			\$ 4,544,375.51			

360 CIVIL

WIP AND CONTACT

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
16002	ERWSD Repair Contract	Eagle River Water and Sanitation	\$ 256,736.80	December 2016	Mike Thompson 970-471-8486	100%
16003	ERWSD Edwards Booster Pump Station	Eagle River Water and Sanitation	\$ 647,428.85	October 2016	John Cahill 970-471-5357	100%
16004	ERWSD Snow Removal	Eagle River Water and Sanitation	\$ 19,965.47	December 2016	Mike Thompson 970-471-8486	100%
16005	Lake Creek Water District Hydrant Snow Removal	c/o Marchetti & Weaver	\$ 1,325.00	December 2016	Ben Elmore 970-618-4340	100%
16006	Two Rivers Metro District Curb Stop Repair	Zancanella & Associates	\$ 412.50	January 2016	Ben Elmore 970-618-4340	100%
16007	344 Beaver Dam Water Repair	Shaeffer Hyde Constuction	\$ 17,213.93	February 2016	Mitch Sturdee 970-390-5605	100%
16008	Centura Crest Water Repair-Lake Creek Meadows	Zancanella	\$ 24,223.74	January 2016	Tom Zancanella 970-945-5700	100%
16009	Centura Avon MOB Tank Decontamination	RK Mechanical	\$ 10,239.00	April 2016	Edward Van Deventer 303-355-9696	100%
16010	Breckenridge Plaza Demo	RA Nelson	\$ 436,566.88	October 2016	Weston Bierna 970-471-8314	100%
16011	Don Welch Well Project	Don Welch	\$ 169,375.00	April 2016		100%
16012	GH Phillips Construction-Load of Road Base	GH Phillips Construction	\$ 360.00	April 2016	Bill Wright 970-376-6352	100%
16014	Lake Creek Village Water Leak Building 20	Lake Creek Village	\$ 412,187.00	May 2016	Andy Haiminski 970-376-7712	100%
16015	716 Forest Road, Sides A & B	Evans Chaffee	\$ 126,547.82	May 2017	Chris Erdahl 970-390-0058	75%
16016	Pump Around Patches-Mountain Star	Elam Construction	\$ 8,337.50	May 2016	Chris Erdahl 970-390-0058	100%
16017	Town of Vail Overlay Patching	Elam Construction	\$ 12,037.50	May 2016	Chris Erdahl 970-390-0058	100%
16018	Lupine Lane Eagle-Vail-Haul Road Base	Holy Cross Energy	\$ 324.93	June 2016	Jeff Vroom 970-279-1120	100%
16019	Spraddle Creek Patching	Elam Construction	\$ 12,050.00	June 2016	Chris Erdahl 970-390-0058	100%
16020	Sonnenalp Golf Course Irrigation Repair	Sonnenalp Golf Course	\$ 3,450.00	June 2016	Neil Treiter 970-376-0976	100%
16021	Castle Peak Ranch-Haul Road Base	Holy Cross Energy	\$ 903.16	June 2016	Jeff Vroom 970-279-1120	100%
16022	Brush Creek Village Regrade/Drain	Wynlon Homes	\$ 1,614.75	June 2016	John Purchase 970-390-9943	100%
16023	Rockledge Patching	Eagle River Water and Sanitation	\$ 6,233.00	July 2016	John Cahill 970-471-5357	100%
16024	SEMA Patching-South Frontage Road-Vail	Elam Construction	\$ 1,010.00	June 2016	Chris Erdahl 970-390-0058	100%
16025	Metcalf Ditch Pipeline	Eagle River Water and Sanitation	\$ 112,499.88	November 2016	Pete Miller 970-390-8762	100%
16026	Wynlon Homes, LLC, Soleil Homes Lot 5, 26	Wynlon Homes	\$ 41,181.00	November 2016	John Purchase 970-390-9943	100%
16027	Simba Run Recycle	Simba Run Cando Association	\$ 178,816.74	November 2016	Romeo Bayosis 970-471-1103	100%
16028	Buffalo Ridge Helical Pier Installation	Summit Sealants	\$ 58,513.50	December 2016	Jake Holland	100%
16029	Avon Public Safety Center	Evans Chaffee	\$ 821,551.45	December 2016	Chris Evans 970-471-5147	100%
16030	382 Spring Creek-Parking Lot Grade	Olsen Development	\$ 10,000.00	August 2016	Brian Olsen 970-846-2619	100%
16031	John Boles-Irrigation Repair	John Boles	\$ 5,632.06	August 2016	John Boles	100%
16032	Rockledge Patch	7 30 Inc., dba Western Pipeway	\$ 3,959.72	August 2016	Harry Baum	100%
16033	Lake Creek Village Paving	Premier Landscapes	\$ 36,894.14	August 2016	John Kackman 970-389-1346	100%
16034	Black Gore Patch	Tri Phase Electric	\$ 3,350.00	September 2016	John Wahner 970-390-3905	100%
16035	Lake Creek Village Infrared	Eagle County Government	\$ 30,527.50	September 2016	Bill Wright 970-376-6352	100%
16036	Bear and Elk Lots	Beaver Creek Metro District	\$ 285,884.25	November 2016		100%
16037	Rose Patch	Dave Rose	\$ 1,231.68	November 2016		100%
16038	Lionsridge Bike Racks	Gorman USA	\$ 2,457.94	November 2016	Rob Padley 608-320-5330	100%
16039	Eagle River Water and Sanitation Solar Project	Eagle River Water and Sanitation	\$ 190,176.08	August 2017	Becky Peterson 970-471-0298	50%
16040	East Vail Fire Patching	Elam Construction	\$ 4,340.64	October 2016	Chris Erdahl 970-390-0058	100%
16041	Edwards Waste Water Infrared	Elam Construction	\$ 1,972.50	October 2016	Chris Erdahl 970-390-0058	100%
16042	Timber Ridge Road Base Import	Holy Cross Energy	\$ 405.84	October 2016	Jeff Vroom 970-279-1120	100%
16043	Handscrabble Ranch Mail Pull Out	Handscrabble HOA	\$ 8,124.00	November 2016		100%
16044	Town of Vail Electric Patching	Tri Phase Electric	\$ 47,956.00	November 2016	John Wahner 970-390-3905	100%
			\$ 4,016,027.85			

2017 ~ 360 CIVIL WIP AND CONTACT

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
17002	ERWSD Misc. Repair Contract	Eagle River Water and Sanitation District	\$ 50,000.00	December 2017	Chuck Chadwick 970-376-2307	100%
17003	Lake Creek Meadows Snow Removal Contract	Lake Creek Meadows Metro	\$ 927.50	December 2017	Ben Elmore 970-618-4340	100%
17004	ERWSD Snow Removal	Eagle River Water and Sanitation District	\$ 45,000.00	December 2017	Mike Thompson 970-471-8486	100%
17005	Soleli Homes Phase II	Wynlon Homes	\$ 649,350.00	June 2017	John Purchase 970-390-9943	100%
17006	Lionsridge Apartments Misc	Gorman USA	\$ 5,507.00	May 2017	Rob Padley 608-320-5330	100%
17007	Sonnenalp Misc. Electric	Sonnenalp Golf Course	\$ 3,335.00	May 2017	Neil Treiter 970-376-0976	100%
17008	Ritz Patching	Tri-Phase Electric	\$ 5,324.50	May 2017	John Wahrer 970-390-3905	100%
17009	ERWSD Pressure Tank Demolition	Eagle River Water and Sanitation District	\$ 41,713.33	May 2017	John Cahill 970-471-5357	100%
17010	Stonebridge Berm	Stonebridge HOA	\$ -			100%
17011	Mountain Star BPS 3 & 4	Triangle Electric/ERWSD	\$ 4,963.00	July 2017	Derek Litwiler 970-453-5424	100%
17012	Eagle-Vail Metro District Tennis Courts	Eagle-Vail Metro District	\$ 53,112.00	July 2017	Steve Barber 970-9495658	100%
17014	Eagle Valley Elementary/Middle Schools	Hasleden Construction	\$ 4,233,854.00	October 2018	Chance Warren 970-309-5395	100%
17015	Territories Backflow Vault	Eagle River Water and Sanitation District	\$ 58,550.00	August 2017	John Cahill 970-471-5357	100%
17016	River Oaks Fire Hydrant	Eagle River Water and Sanitation District	\$ 59,800.00	August 2017	Jeff Schneider 970-445-7941	100%
17017	Holy Cross Energy Contract	Holy Cross Energy	\$ -		Jeff Vroom 970-949-5892	100%
17018	Blickensstaff Irrigation	Private	\$ 5,005.00	August 2017		100%
17019	Avon Elementary School Sub Ex	Elam Construction	\$ 1,430.00	August 2017	Chris Erdahl 970-471-3107	100%
17020	East Vail Fire Station Patching	Elam Construction	\$ 2,393.00	August 2017	Chris Erdahl 970-471-3107	100%
17021	Edwards Fire Station	Evans Chaffee Construction	\$ 1,391,115.00	October 2018	Chris Evans 970-845-0466	100%
17022	Bellvue Ridge Repair Contract	Zancanella Engineers	\$ 4,075.00	September 2017	Ben Elmore 970-945-5700	100%
17023	Gore Valley Tank	Cobiaco Construction	\$ 22,375.00	September 2018	Jack O'Dell 303-690-7148	100%
17024	Authority Solar Conversion	Eagle River Water and Sanitation District	\$ 232,484.00	September 2018	Jeff Schneider 970-445-7941	100%
17025	Lake Creek Village Patching	Lake Creek Village	\$ 6,550.00	September 2017	Bill Wright 970-471-9102	100%
17026	654 Gold Dust Driveway	Private	\$ 2,220.00	October 2017	Chris Penny	100%
17027	South Frontage Road Patching	Tri Phase Electric	\$ 43,000.00	October 2017	John Wahrer 970-390-3905	100%
17028	Site Trenching EVMS	MTECH	\$ 33,750.00	October 2018	Bill Schierkolk 970-949-0388	100%
17029	Site Trenching EVES	Avon Plumbing	\$ 20,200.00	June 2018	Mario Lopez 970-926-1608	100%
17030	Site Trenching EVES/EVMS	R&A Enterprises	\$ 500.00	October 2017	Jeff Cunningham 970-379-8860	100%
			\$ 6,976,533.33			

2018 ~ 360 CIVIL WIP AND CONTACT

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
18002	ERWSD Misc. Repair Contract	Eagle River Water and Sanitation District	\$ 21,000.00	December 2018	Chuck Chadwick 970-376-2307	100%
18003	Provide Fuel	Peak Interiors	\$ 500.00	December 2018		100%
18004	ERWSD Snow Removal	Eagle River Water and Sanitation District	\$ 48,000.00	December 2018	Mike Thompson 970-471-8486	100%
18005	Drop Manhole Repair	Eagle River Water and Sanitation District	\$ 60,000.00	July 2018	Mark Mantua 970-845-7480	100%
18006	Nottingham Park Enclosures	Evans Chaffee Construction	\$ 8,000.00	May 2018	Andy Helinski 970-845-0466	100%
18007	Irrigation Ditch Repairs/Piping	Sonnenalp Golf Course	\$ 30,000.00	June 2018	Neil Treiter 970-376-0976	100%
18008	Storr Residence Remodel	Evans Chaffee Construction	\$ 75,000.00	June 2019	Mark Jones 970-845-0466	100%
18009	Harmon Residence	Evans Chaffee Construction	\$ 15,000.00	November 2018	Tommy Harmon 970-845-0466	100%
18010	Evans Boat House Drive Repairs	Evans Chaffee Construction	\$ 18,100.00	June 2018	Chris Evans 970-845-0466	100%
18011	Rad Bluff Way Realignment	Frost Creek	\$ 584,357.00	November 2018	Matt Shoulders 970-331-2337	100%
18012	Trench Patching Repair	Tri Phase Electric	\$ 14,400.00	October 2018	John Waitrer 970-390-3905	100%
18014	Dowd Business Park Patching	Dowd Business Park	\$ 1,200.00	June 2018	Private	100%
18015	Holy Cross Energy Contract	Holy Cross Energy	\$ -		Jeff Vroom 970-949-5892	100%
18016	Ford Park Electric Trench Patching	Tri Phase Electric	\$ -		John Waitrer 970-390-3905	100%
18017	Miscellaneous Hauling	Hollywood Services	\$ -		Dave Lambert 970-376-3303	100%
18018	Lake Creek Village Parking	Lake Creek Village	\$ 52,600.00	October 2018	Bill Wright 970-471-9102	100%
18019	River Front Townhomes / Lodge / Phase 3	Evans Chaffee Construction	\$ 2,085,036.00	November 2020	Chris Evans 970-845-0466	100%
18020	River Front Potholing	EastWest Partners	\$ 4,000.00	July 2018	Chris Evans 970-845-0466	100%
18021	6th West CDOT Work	Evans Chaffee Construction	\$ 325,000.00	June 2019	Chris Evans 970-845-0466	100%
18022	West Vail Water Abandonments	Eagle River Water and Sanitation District	\$ 52,000.00	September 2018	Jeff Schneider 970-445-7941	100%
18023	Eagle Vail Golf Course Tee #4 Regrading	Eagle Vail Metro District	\$ 4,000.00	October 2018	Brent Barum 970-688-0818	100%
18024	Bachelors Gulch Work	Elam Construction		November 2018		100%
18025	Avis Parking Sign Installations	Avis	\$ 1,500.00	November 2018	Chris Erdahl 970-471-3107	100%
			\$ 3,399,693.00			

**2019 ~ 360 CIVIL
WIP AND CONTACT**

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
19002	ERWSD Misc. Repair Contract	Eagle River Water and Sanitation District	\$ 25,000.00	12/2020	Chuck Chadwick 970-376-2307	100%
19003	ERWSD Snow Removal	Eagle River Water and Sanitation District	\$ 50,000.00	12/2020	Mike Thompson 970-471-8486	100%
19004	Emergency Water Main Repairs	Town of Eagle	\$ 75,000.00	July 2019	John Boyd 970-471-1304	100%
19005	PRV Replace/Repair	Zancanella & Associates	\$ 20,000.00	April 2019	Ben Elmore 970-945-5700	100%
19006	Edwards Park Geo Explortory	Cesare Geotechnical Engineers	\$ -	May 2019	Ian Cesare 303-520-1420	0%
19007	6th West Water Entry/Extra Work	Evans Chaffee Construction	\$ 50,000.00	May 2019	Chris Evans 970-945-0466	100%
19008	Lake Creek Meadows Fire Hydrant Snow Removal	Zancanella & Associates	\$ 5,000.00	March 2019	Ben Elmore 970-945-5700	100%
19009	Homestake Manhole Installation	Eagle River Water and Sanitation District	\$ 60,000.00	July 2019	Mark Mantua 970-845-7480	0%
19010	UPRR ROW Potholing	Eagle River Water and Sanitation District	\$ 20,000.00	May 2019	Mark Mantua 970-845-7480	100%
19011	Bike Path Demolition	Lake Creek Village	\$ 7,000.00	March 2019	Bill Wright 970-471-9102	100%
19012	Water Haul	Elam Construction				
19014	Road Work Repair	Sage	\$ 20,000.00	March 2019	Darrell 970-390-1710	100%
19015	Eagle Vail Driveway Grading	Eagle Vail Metro District	\$ 9,000.00	April 2019	Brent Barnum 970-688-0818	100%
19016	Booth Falls Water Treatment Plant	Eagle River Water and Sanitation District	\$ 166,000.00	November 2019	Carter Keller 970-477-7807	100%
19017	1084 Red Draw Water Repair	Private	\$ 5,000.00	April 2019		100%
19018	BCMD Concrete Replacement	Beaver Creek Metro Distric	\$ 75,000.00	May 2019	Beaver Creek Metro (Alpine) Matt Wadey	100%
19019	Basingdale Fire Hydrant Valve Replacement	Eagle River Water and Sanitation District	\$ 85,000.00	May 2019	Nikola Nemcanin 970-471-1084	100%
19020	Solar Vail Waterline Replacement	Eagle River Water and Sanitation District	\$ 385,000.00	June 2019	Nikola Nemcanin 970-471-1084	100%
19021						
19022	210 Freestone Apartments	FCI Constructors	\$ 249,000.00	August 2020	Gabe Conner 970-434-9093	100%
19023	Summit County Sand Storage	Structures, Inc.	\$ 1,074,706.00	August 2020	Dustin North 303-770-7678	100%
19024	Sink Hole Hurd Lane Condo's	Vail Resorts	\$ 957.49	June 2019	Brandt Marott	100%
19025	Red Sky Manhole Repair	Red Sky Ranch	\$ 1,091.05	June 2019	Matt Wadey 970 926 3770	100%
19026						
19027						
19028	Meadow Lane Sewer	Eagle River Water and Sanitation District	\$ 206,389.04	November 2019	Carter Keller 970-477-7807	100%
19029	Traer Creek Tank Demolition	Eagle River Water and Sanitation District	\$ 604,520.00	June 2020	Mark Mantua 970-845-7480	100%
19030	Riverdance Park Parking	Global Asset Recovery, LLC	\$ 5,500.00	September 2019	Ben Elmore 970-945-5700	100%
19031	Homestake Circle Crushed Pipe Repair	Eagle River Water and Sanitation District	\$ 27,647.50	October 2019	Mark Mantua 970-845-7480	100%
19032						
19033						
19034	Edwards Water Tank Solar Conversion	Triangle Electric	\$ 14,868.00	November 2019	Derek Liviller 970-453-5424	100%
19035	Hunter View Lane Utilities Extensions	Frost Creek	\$ 154,674.00	March 2020	Matt Shoulders 970-331-2337	100%
			\$ 3,396,353.08			

2020 ~ 360 CIVIL WIP AND CONTACT

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
20002	ERWSD Misc. Repair Contract	Eagle River Water and Sanitation District		December 2020	Mike Thompson 970-476-7480	100%
20003	ERWSD Snow Removal	Eagle River Water and Sanitation District		December 2020	Connie Nunley 970-477-5412	100%
20004	Homestake Pipe and Drop Manhole Repair	Eagle River Water and Sanitation District	\$ 53,750.00	June 2020	Mark Mantua 970-845-7480	100%
20005	Town of Eagle Water Main Repairs	Town of Eagle	\$ 25,765.47	June 2020	John Boyd 970-471-1304	100%
20006	Lake Creek Meadows Fire Hydrant Snow Removal	Zancanella & Associates	\$ 7,500.00	March 2020	Ben Elmore 970-945-5700	100%
20007	EVE'S Drainage Modifications	Haselden Construction	\$ 7,500.00	July 2020	Justin Kovaleski 720-630-3613	100%
20008	Farway Drive Manhole Repair	Eagle River Water and Sanitation District	\$ 21,350.00	June 2020	Mark Mantua 970-845-7480	100%
20009	Frost Creek Irrigation Repair	Frost Creek	\$ 8,500.00	May 2020	Matt Shoulders 970-331-2337	100%
20010	Red Sanstone Flag Pole	Haselden Construction	\$ 5,000.00	May 2020	Justin Kovaleski 720-630-3613	100%
20011	Chatfield Corners Underdrain	Town of Gypsum	\$ 73,452.00	May 2020	Jim Hancock 970-524-7688	100%
20012	West Lionsthead Crosswalks	Town of Vail	\$ 49,286.00	June 2020	Chad Sall 970-376-2389	100%
20013						
20014	Eaglebend Manhole Adjustments	Eagle River Water and Sanitation District	\$ 27,143.00	July 2020	Mike Thompson 970-476-7480	100%
20015	Eagle County Landfill Leachate Pond	Eagle County Government	\$ 275,915.00	October 2020	Josh Miller 970-230-1782	100%
20016	Heritage Retaining Wall	Fortius Construction	\$ 49,950.00	July 2020	Mike Korkki 970-315-0605	100%
20017	Red Draw Flushing Hydrant	Eagle River Water and Sanitation District	\$ 57,500.00	September 2020	Nikola Nemcanin 970-471-1084	100%
20018	Town of Gypsum Waterline Repair	Town of Gypsum	\$ 6,558.00	June 2020	John Hancock 970-524-7688	100%
20019	Water Plant Drainage	Town of Vail	\$ 29,704.00	June 2020	Chad Sall 970-376-2389	100%
20020	Avon Water Quality Vaults Budgets	Yarell Engineering	\$ 1,000.00	August 2020	Justin Yarell 303-815-8198	100%
20021	CMC Kin Relocation	FCI Constructors	\$ 10,500.00	July 2020	Rod Farrington 970-623-4362	100%
20022	Post Boulevard Disconnect	Eagle River Water and Sanitation District	\$ 44,853.00	October 2020	Jeff Schneider 970-445-7941	100%
20023	Bellyache Ridge Pump Station Repairs	Zancanella & Associates	\$ 15,000.00	August 2020	Ben Elmore 970-945-5700	100%
20024	Spring Creek Apartment Garage Ex/Backfill/Prep	Patrica Construction	\$ 77,106.00	October 2020	Ryan Stuevan 970-471-9903	100%
20025	Sleeves Installed For Clark & Company	Clark and Company	\$ 2,000.00	July 2020	Chris Whitney 970-401-1550	100%
20026	Offerson Waterline Repair	Vail Resorts	\$ 28,000.00	August 2020	Chris Whitney 970-401-1550	100%
20027	Middle Park Health ~ Kremmling Hospital	Calcon Constructors	\$ 376,892.00		Jim Kohler 970-819-4590	100%
20028	Red Hill Loft Apartment	FCI Constructors	\$ 312,260.00		Joe Piloni 970-201-4157	100%
20029	Bighorn Garages	Rocky Mountain GC	\$ 119,811.00	September 2020	Dan Smilly 970-376-2072	100%
20030	Power Line Water Bars	Holy Cross Energy	\$ 31,180.00	September 2020	Jeff Vroom 970-279-1120	100%
20031	Beaver Creek Snow Making Repairs	Vail Resorts	\$ 50,000.00	December 2020	Chris Whitney 970-401-1550	100%
20032	PRV Vault Relocations	Town of Gypsum	\$ 36,750.00	April 2021	Jerry Law 970-524-7688	100%
			\$ 1,804,225.47			

2021 ~ 360 CIVIL WIP AND CONTACT

Job #	Project	Contractor/Owner	Amount	Completion	Project Manager	% Complete
21002	ERWSD Misc. Repair Contract	Eagle River Water and Sanitation District	\$ 30,000.00	December 2021	Mike Thompson 970-476-7480	100%
21003	ERWSD Snow Removal	Eagle River Water and Sanitation District	\$ 6,300.00	December 2021	Connie Nunley 970-477-5412	100%
21004	6 West Disconnect	East West Hospitality	\$ 10,493.00	June 2021	Brandt Marmot 970-331-3164	100%
21005	Sonnenalp Irrigation Repair	Sonnenalp Golf Course	\$ 14,758.00	June 2021	Neil Treiter 970-376-0976	100%
21006	Spring Creek Apartments ~ Phase 2	Patricia Construction	\$ 393,981.00	October 2021	Ryan Smith 970-471-2633	100%
21007	Residence Inn by Marriott ~ West Vail	Porter Brothers		Did not go to Contract		
21008	Red Hill Loft Apartment	FCI Constructors	\$ -	See 20028	Joe Piloni 970-201-4157	
21009	Eagle Vail Golf 16th Tee Regrading	Eagle Vail Metro	\$ 9,000.00	May 2021	Brent Bamum 970-688-0818	100%
21010	Big Horn Terrace Infrastructure Rebuild	Eagle River Water and Sanitation District	\$ 1,160,657.00	September 2021	Nikola Nemcanin 970-471-1084	100%
21011	Nottingham Park Bond Finish	Town of Avon	\$ 177,169.00	June 2021	Jim Horsley 970-390-9435	100%
21012	Spring Creek Infrastructure Build Out ~ Phase 2	Intermountain Engineering	\$ 938,093.00	October 2021	Jeff Spana 970-376-4330	100%
21013						
21014	77 Metcalf Emergency Sewer Repair	Evans Chaffee Construction Group	\$ 12,781.00	July 2021	Chrs Evans 970-471-5147	100%
21015	Sundial Sewer Rehabilitation	Eagle River Water and Sanitation District	\$ 471,474.00	October 2021	Carter Keller 970-471-3597	98%
21016	Riverfront Lodge Storm Bury	Evans Chaffee Construction Group	\$ 7,445.00	July 2020	Colleen Higgins 970-390-9668	100%
21017	Riverfront Condo's and Townhomes	Evans Chaffee Construction Group	\$ 2,200,000.00	October 2021	Chris Evans 970-471-5147	60%
21018	Avon Drinking Water Lift Station Rebuild	Eagle River Water and Sanitation District	\$ 46,625.00	July 2021	Mark Mantua 970-401-0822	0%
21019	Lake Creek Village Emergency Repair	Eagle County Housing	\$ 20,200.00	July 2021	Bill Wright 970-471-9102	100%
21020	Edwards Lowboy Mobilization	Hyei	\$ 455.00	July 2021		100%
21021	Town of Gypsum Emergency Repair	Town of Gypsum	\$ 8,282.00	July 2021	Jeff Shreeves 970-904-6070	100%
21022	Riverview Concrete Remove and Replace	Eagle County Housing	\$ 12,825.00	September 2021	Bill Wright 970-471-9102	100%
21023	Spring Creek Garage Backfill	United Companies	\$ 4,747.00	September 2021		100%
21024	Water System Repairs	Town of Eagle	\$ 23,750.00	September 2021		100%
21025	Mikaela Way and Town Hall	Town of Avon	\$ 25,000.00	October 2021	Dan McFadden 970-401-0385	100%
21026	Meadow Road Waterline Repair	Lake Creek Meadows Metro	\$ 4,816.00	October 2021	Jim Horsley 970-390-9435	100%
21027	Wolf Lot Extension Precon Work	Bachelors Gulch Metro	\$ 1,840.00	August 2021	Ben Elmore 970-618-4340	100%
21028	44178 Columbine Drive Water Repair	Private	\$ 7,500.00	October 2021	Dave Berg 970-390-8550	100%
21029	Fire Hydrant Install Lake Creek	Lake Creek Meadows Metro	\$ 50,000.00	October 2021	Tony Zancanella 970-379-8184	100%
21030	378 Riverfront Lane Path Realignment	Evans Chaffee Construction Group	\$ 15,012.00	October 2021	Andy Helminski 970-376-7712	100%
21031	179 Stratton Circle Driveway Demo	Private	\$ 4,723.00	October 2021		100%
21032	Sundial Fire Hydrant Replacement	Eagle River Water and Sanitation District	\$ 10,811.00	November 2021	Nikola Nemcanin 970-471-1084	100%

\$ 5,668,737.00



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: June 28, 2022

Re: Town Manager Report

Administration & Organization

- **Regional Transportation Authority (RTA)**
Bill Ray, RTA Consultant, informed us that notice of the regional transportation plan has been forwarded to the Colorado Department of Transportation by the Eagle County Commissioners. This is one step required in the process. The current plan stills aim for a ballot question on the November 8, 2022, election slate. **We are asked to provide a Resolution to demonstrate our support for the process and the proposed Intergovernmental Agreement (IGA). It does not formally commit the Town to continue in the process once financial considerations are clarified if they are deemed unsuitable to the Town Council.**
- **Water Rate and Tap Fee Study Presentation (Raftelis)**
In 2022, we have budgeted @\$60,000 (52-59-368) for a water rate study. Todd Cristiano is our contact @ Raftelis. Staff involved include Jill Kane, Tom Gosiorowski, Stephan Wilson, Mark Herota, and me. **We have scheduled another conference call for Monday, June 27, 2022.**
- **2021 Audit Preparation**
Jill Kane has submitted the financial information requested by Maggard and Hood for the 2021 audit process. Our audit firm continues to send requests for some additional, specific information to our Finance Department. **Maggard and Hood has confirmed that our 2021 audit review will be presented to the Town Council on July 12, 2022 to meet the July 31, 2022 submittal date to the State of Colorado.**
- **The Mural Project**
Cost estimates have come in higher than expected. Public Works is preparing a presentation to Town Council with graphic images and cost projections to seek direction from Town Council on how to proceed. One of the options to consider will be a phased approach to complete the project. **This will be presented at the July 12, 2022 Town Council meeting.**
- **Police Chief Recruitment**
SGR Recruiting firm continues to accept applications for our Police Chief position. The application acceptance period end on Sunday, June 26, 2022. Following that, SGR will do an initial screening of candidates.

- **Building Official** We have confirmed the hiring of our next Building Official, Eddie Wilson from Texas. We have secured temporary housing for him until September 1, 2022, at which time he has found longer-term housing for himself. **He plans to start on Monday, July 11, 2022. This is particularly important because our temporary assistance from the building department in Gypsum was scheduled to end on Friday, July 8, 2022. Many thanks to the Town of Gypsum for coming to our aid when we really needed it!**

Economic Development

- The next **Art Walk** is scheduled for Friday, July 8, 2022.
- The **Economic Vitality Committee (EVC) will meet again on Monday, June 27, 2022 at 1pm.** We moved the normal schedule one week since the Town celebrated the Juneteenth holiday on the usually scheduled date. EVC Chair, Kevin Brubeck, Jenny Rakow, our Town Clerk, and I have been working to clarify the bylaws and the membership of the EVC. Some members have resigned, and several others have expressed interest in being appointed. Jenny Rakow and I are addressing those issues. **The EVC has found a full slate of candidates. A Resolution will be forthcoming at the July 12, 2022 Town Council meeting to appoint the members.**

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

- Pedro Campos, Kari Schroeder, Gary Brooks, and EPS Consulting are planning a Grand Avenue Corridor presentation to the Town Council on Tuesday, June 28, 2022. This will be a report on the 30% completion of the project and will include cost estimates for the entire project.
- On Thursday, June 23, 2022, Brian Lieberman and I attended a conference call to kickoff the Bureau of Land Management (BLM) Supplemental Environmental Impact Study (EIS) for two land-use plans: the Colorado River Valley Field Office (CRVFO) and the Grand Junction Field Office (GJFO). The Supplemental EIS will broaden the range of alternatives with respect to the lands that are allocated as open or closed for oil and gas leasing and will analyze post-production greenhouse gas emissions that could result from the combustion of fluid materials extracted from federal mineral estate leases in the planning area. The Supplemental EIS is the result of a lawsuit filed against the BLM in 2016 and a 2019 lawsuit and Settlement Agreement (see attachment).

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 (DELIVERED)	Open Space and Trails Presentation

June 1, 2022 (COMPLETED)	Town Council Retreat
June 7, 2022 (DELIVERED)	Clarion Consultant Update/P&Z will attend
July 5, 2022	CU Outdoor Recreation Economy Presentation
August 2, 2022	***Jim's Birthday Celebration***
September 6, 2022	Installment 1/Discuss Recommendations from the Housing Assessment
October 4, 2022	Installment 2/ReCode Eagle/Affordable Housing
November 8, 2022	Installment 3/Admin and Procedures for Project and Permit Review

N.B. We need an actual topic for the August 2, 2022 Town Council Work Session

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
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



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Upper Colorado River District
2815 H Road
Grand Junction, CO 81506



In Reply Refer To:
1610-DO-UCRDSEIS

21 JUN 2022

June 17, 2022

To: Parties Interested in Oil and Gas Leasing and Greenhouse Gas Emissions within the BLM Colorado River Valley and Grand Junction Field Offices, Colorado.

In accordance with the National Environmental Policy Act (NEPA), the Bureau of Land Management (BLM) is preparing a Supplemental Environmental Impact Statement (EIS) for two land-use plans: the Colorado River Valley (CRVFO) RMP and the Grand Junction Field Office (GJFO) RMP. **The BLM is opening a 30-day public scoping period, expected to begin June 23, 2022¹.**

The Supplemental EIS will broaden the range of alternatives with respect to the lands that are allocated as open or closed for oil and gas leasing and will analyze post-production greenhouse gas emissions that could result from combustion of fluid minerals extracted from federal mineral estate leases in the planning area. BLM-administered lands within the CRVFO and GJFO are managed in accordance with RMPs approved in June 2015.

The CRVFO Record of Decision and Proposed RMP are available on ePlanning at:
<https://eplanning.blm.gov/eplanning-ui/project/68506/510>

The GJFO Record of Decision and Proposed RMP are available on ePlanning at:
<https://eplanning.blm.gov/eplanning-ui/project/55944/510>

In a 2016 lawsuit against the BLM, the US District Court for the District of Colorado found that the BLM's National Environmental Policy Act (NEPA) analysis in the Final EIS for the CRVFO 2015 Approved RMP was insufficient for two reasons. First, the BLM did not adequately analyze post-production greenhouse gas emissions from fluid mineral extraction within the planning area. Secondly, the BLM did not consider a reasonable range of alternatives that would reduce the area available for oil and gas leasing. In a 2019 Settlement Agreement, the BLM agreed to complete a Supplemental EIS, which would address the court's findings.

¹ Please check the BLM website at <https://go.usa.gov/xtrgf> to verify the date the scoping period begins, which will be the date of the Notice of Intent publication in the *Federal Register*.

A 2019 lawsuit against the BLM identified the same deficiencies in the 2015 GJFO Approved RMP that were referenced in the 2016 CRVFO case. As a result, the BLM moved for voluntary remand of the RMP decision without vacatur, and without a determination by the court on the merits of the case. The BLM proposed to complete a Supplemental EIS jointly with the CRVFO effort. In March of 2021, the court granted the remand of the GJFO decision.

Additional information can be found on the project website: <https://go.usa.gov/xtrgf>.

Public involvement – The BLM will provide two virtual scoping meetings approximately July 12 and 13 and will post the exact date and time on the project website. The BLM will accept comments for 30 days, commencing with the first day of scoping. The BLM will consider information we receive during scoping to help develop the Supplemental EIS. Please send your comments by **July 22, 2022**². You may provide comments online through the project website or through US Mail.

Online: <https://go.usa.gov/xtrgf>

Mail: BLM Upper Colorado River District
Attn: Supplemental EIS
2815 H Road
Grand Junction, CO 81506

Process and schedule -The Supplemental EIS will follow the public participation requirements in BLM's land use planning regulations (43 CFR Part 1600). The proposed schedule for the Supplemental EIS is:

Draft Supplemental EIS public comment (60 days)	beginning Spring 2023
Final EIS/Public protest period (30 days)	beginning Winter 2024
Governor's Consistency Review (60 days)	beginning Winter 2024
Record of Decision	Spring 2024

Thank you for your interest.

Sincerely,

GREGORY LARSON Digitally signed by GREGORY LARSON
Date: 2022.06.17 16:38:24 -06'00'

Greg Larson,
Manager, BLM Upper Colorado River District

² Please check the BLM website at <https://go.usa.gov/xtrgf> to verify the date the scoping period begins and ends. The beginning date is dependent on the date of the Notice of Intent publication in the *Federal Register*.



To: Mayor and Town Council

From: Kevin Aoki, Information Technology Manager

Date: June 28, 2022

Agenda Item: Information Technology Update, Kevin Aoki

As approved in the 2022 budget, the Town is building infrastructure connecting Town facilities (Town Hall, Public Works, Lower Water Treatment Facility, Town Park, River Park, Brush Creek Park). Once this infrastructure is in place, it could also be used to provide Internet services to nearby locations.

Procurement of equipment has been problematic. Fortunately, our partner, Aspen Wireless has acquired most of the routers, optics, and equipment needed for phase I of the building connectivity project and has router ports available for the first 35 DDA Internet customers. Library Project fiber and handholds are on will call in Denver awaiting pickup. And the racks for the collocation space have arrived in the US this week.

Backbone sites have been connected. Cemetery Tank, Town Hall, Public Works telecom shelter, Lower Water Facility, and Town Park Stage have been completed and sending/receiving signal. Interior network components will be reconfigured to attach to our backbone in July once connections have been verified stable.

At the May 10, 2022 Work Session, Council approved reallocation of resources to support the Downtown Development Authority's (DDA) request to provide Internet options along the Broadway Corridor. The DDA estimated approximately 59 businesses interested in Town Internet. Although we have not announced services being available, we have 12 businesses scheduled for pre-installation building audits. Town staff and our partner, Aspen Wireless, are working to build and configure the infrastructure required to provide the DDA and nearby businesses with Internet options.

- Town Hall Border Router and Firewall completed
- Telecommunications Shelter electronics and fiber in place
- Partnered with Northwest Colorado Council of Governments for collocation space
- 910 Telecom collocation agreement and cross connect assigned
- Denver 10Gbps DIA assigned
- 512 IPv4 and unlimited IPv6 addresses are assigned
- Negotiating power and space agreements with key antenna sites along Broadway
- Conducting building audits for 12 interested Internet business customers
- Working with marketing team to announce services once available
- DDA Internet service options:
 - 300 Mbps, \$149/mo, \$129 installation, no contract
 - 1000 Mbps, \$299/mo, \$379 installation, no contract



AGENDA

TO: Eagle Town Council

FROM: Grand Avenue Corridor Plan Project Team

DATE: **June 28, 2022**

SUBJECT: **Grand Avenue Corridor Plan Phase 3 Update**

This agenda is intended to organize the meeting for the Grand Avenue Corridor Plan between members of the project consultant team with the Eagle Town Council. This meeting is being held to update the Town Council on the development of the Corridor Plan through Phase 3. The project team will provide a comprehensive update of the work accomplished with focus on the major recommendations for the corridor, the 30% design and cost estimate, and funding strategies and cost scenarios.

1. Introduction / Plan Overview

The original mandate of the project. The major components of the plan.

2. Transportation Recommendations:

Managing traffic, autos, parking, transit, and the train.

3. Multimodal Transportation Recommendations:

Cycle Track, Pedestrian Alameda & Bistro Zone, Transit Stops

4. Proposed 30% Design Plans & Cost Estimate:

Roundabouts, Lanes, Medians, Crossings, Closures, Landscape, Urban Design, Gateways.

5. Corridor Plan Funding Strategies and Cost Scenarios:

How can the plan be funded? Different cost scenarios.

6. Town Council Discussion

Reactions and Question, Plan Confirmation, and Finalization.

-END-



Memorandum

TO: Jim White, Interim Town Manager, Town of Eagle
FROM: Pedro Campos, Principal, Zehren and Associates, Inc.
DATE: June 23, 2022
SUBJECT: **Grand Avenue Corridor Plan: Phase 3 Town Council Update (June 28, 2022)**

Dear Jim,

Thank you for the opportunity to meet with the Eagle Town Council on Tuesday June 28, 2022 to provide an update on the third phase of the Grand Avenue Corridor Plan (GACP) project. The consultant team is looking very forward to sharing the progress and key recommendations, and very importantly, discussing the current and future direction of the project with the Council. The overall project is structured into (3) phases. The project started in the late Fall of 2020 and the last stage of work, 'Phase Three' is nearing completion. The goal of the update is to confirm the recommended direction for the Corridor with Town Council, and so the Consultant team can finalize the Corridor Plan. The team will present materials developed to date and thereafter engage in an in-depth discussion with Council with a particular focus on funding strategies and cost scenarios.

In preparation for the project update, the team has prepared and is including the following:

1. Agenda for the Meeting
2. GACP Phase 3 Update Presentation
3. GACP 30% Design Engineering Plans
4. GACP 30% Design Landscape Plans with Aerial Image Background
5. GACP 30% Design Cost Estimate
6. GACP Phase 2 Technical Memo
7. GACP Phase 1 Summary (prepared and presented June 1, 2021)
8. GACP Traffic Analysis Report Draft
9. GACP Illustrative Plan, Sections, Conceptual Gateways, Before and After Photo Simulation
10. Federal Highway Administration Bulletin – Roundabout Safety Statistics
11. GACP Prototypical Designs for Pedestrian and Bike Crossings and Transit Stops
12. GACP Contextual Planning Diagrams
14. Preliminary Access Management Plan

Jim, we have worked long and hard together as an interdisciplinary team alongside you, staff, and the stakeholder group on this project. We are proud of our collective efforts to date for the Town of Eagle and look forward to the Grand Avenue Corridor Plan update with Town Council next week.

Very Sincerely,

Pedro Campos
Principal, Land Planner & Landscape Architect



Grand Avenue Corridor Plan

Phase 3 Update

Eagle Town Council - June 28, 2022



Meeting Purpose

1. Review the Grand Avenue Corridor Plan major recommendations and unknowns.
2. Review the 30% Design Plans and Cost Estimate.
3. Review economic funding strategies and cost scenarios.
4. Discuss Council reactions and confirm plan direction toward finalization.



Agenda

1. Introduction / Plan Overview

The original mandate of the project. The major components of the plan.

2. Transportation Recommendations:

Managing traffic, autos, parking, transit, and the train.

3. Multimodal Transportation Recommendations:

Cycle Track, Pedestrian Alameda & Bistro Zone.

4. Proposed 30% Design Plans & Cost Estimate:

Roundabouts, Lanes, Medians, Crossings, Closures, Landscape, Urban Design, Gateways.

5. Corridor Plan Funding Strategies and Cost Scenarios:

How can the plan be funded? Different cost scenarios.

6. Town Council Discussion

Reactions / Plan Confirmation and Finalization.



1. Introduction / Corridor Plan Overview



WHAT IS THE PLAN ABOUT?

The Grand Ave. Corridor Plan is a transformational long-range public project that aims to **improve mobility, establish a strong sense of place and identity, and create interconnectivity** between major destinations within walking distance of downtown commercial core.



Plan Guiding Principles / Original RFP



The Grand Avenue Corridor Plan

A Plan for the Future of Eagle



Traffic & Multi-modal Transportation Improvements



The Grand Avenue Corridor Plan

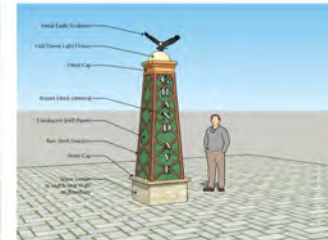
A Plan for the Future of Eagle



Place-making improvements to enhance community image, character, and identity.



Secondary Gateway Element



Tertiary Gateway Element



The Grand Avenue Corridor Plan

Major Plan Elements



- (4) Lanes – (2) in each direction of travel
- Raised Landscape Median
- (4) Roundabouts
- Detached Cycletrack along southside of Corridor
- Sidewalk / 'Bistro' Zone
- Landscape Buffer
- Vehicular and Pedestrian Lighting
- New Town Gateways, Street Identity and Character Monuments
- Drought tolerant / adaptable landscaping (shade, texture, color)
- Rain gardens & permeable paving to manage storm water
- Re-constructed utility infrastructure

Existing Corridor – Aerial View



Existing Aerial View
Looking Northeast between 3rd and 4th Street



Proposed Corridor – Aerial View



Potential Corridor Improvements
Looking Northeast between 3rd and 4th Street



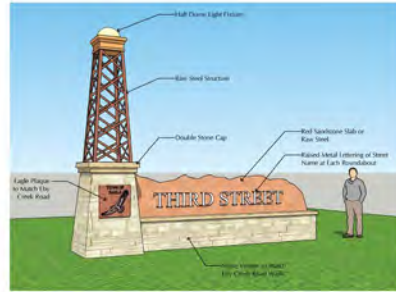
Conceptual Gateways

- Build-off of Town's current urban design vocabulary as precedent.
- Strategic placement of elements to serve as gateways and identify streets.

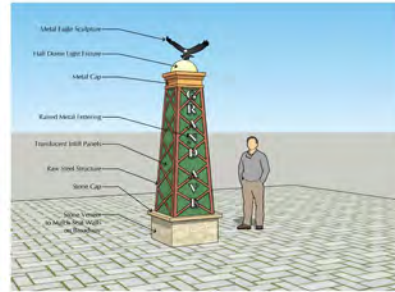


Urban Design & Identity Elements

- Hierarchy of urban design elements as cohesive thread through the Corridor.
- Enrichen the Town identity, provide wayfinding and place-making.



 Secondary Gateway Element



 Tertiary Gateway Element



Elevation View



Elevation View



Design Inspiration / Existing Gateway Elements at Eby Creek Rd. & Broadway



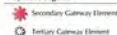
Concept Sketches



Location Plan

CONCEPTUAL GATEWAY ELEMENTS
Grand Ave Corridor
1/18/22

Symbol Legend



The Grand Avenue Corridor Plan

Overview – Uncertainties and Challenges



- UPRR Railroad: leases or right of way acquisitions. Costs and timing unknown.
- Private property right-of way acquisitions.
- Unknown timing of an Alternate Route and or Interstate 70 Eagle Airport Interchange.
- Traffic at full build-out greater than overall capacity of Grand Avenue – one road can't do it all.
- Timing and availability of funds.
- Difficult phasing due to linearity of Corridor and limited redundancies of street network.
- Price of materials, fuel, labor market, supply chain.

2. Traffic Flow Recommendations:

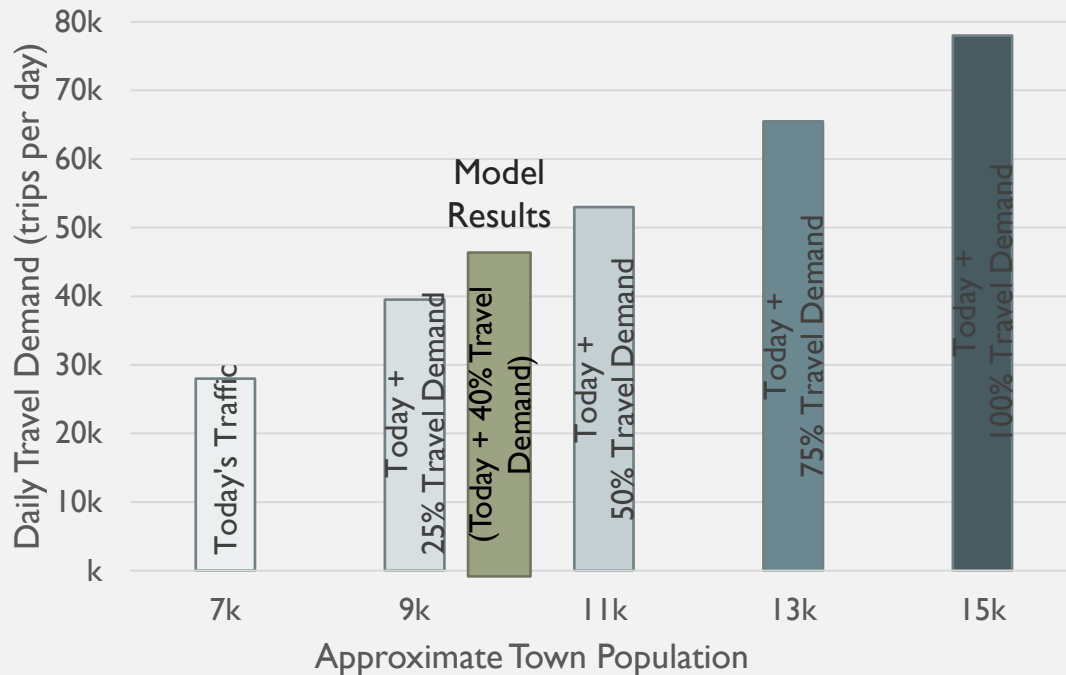
Managing traffic, autos, parking, transit, and the train.





TRAFFIC ANALYSIS

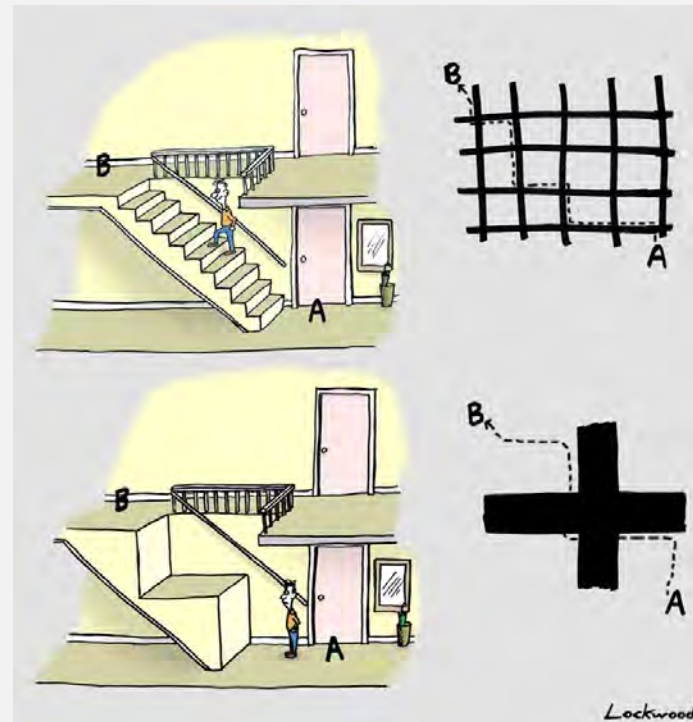
- Travel Demand
 - Will More than Double in the future
- Need to find ways to get people out of their cars and choose other modes
- The Corridor Plan provides pedestrian, cycling, and transit as alternate modes to private cars.



ONE ROAD CANNOT DO IT ALL

- **Eagle Traffic Patterns**

- All traffic eventually funnels to Grand Avenue
- Includes Gypsum Traffic to/from the west
- Need an **Alternate Route** to intercept traffic coming towards Eagle from the west to reduce overall traffic volumes on Grand Avenue. Macro-scale redundancy needed.
- Need **Access Management** to maintain efficiency of the corridor, while providing connectivity with downtown and neighborhood to the south.
- Town can rely on **Gridded Network** at a smaller micro-scale for connectivity and shorter trips.





FUTURE ALTERNATE ROUTES

LONG TERM PLANNING

East Eagle Interchange?

Fairgrounds Connection?

Other Connections?

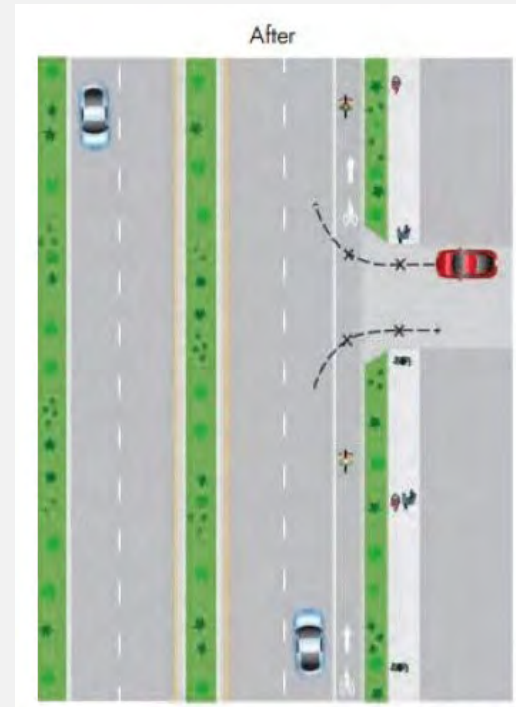
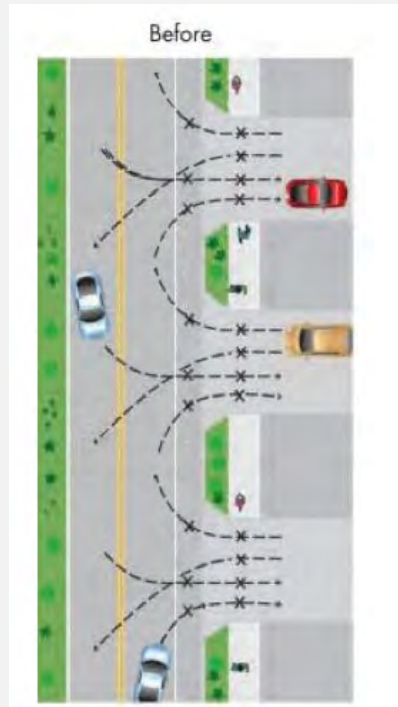
Airport Interchange?





ACCOMMODATE THE ANTICIPATED DEMAND

- Access Management
- Four Lane Roadway
- Transit Stops
- Series of Connected Roundabouts
- No On-Street Parking
- Grade Separated Pedestrian Crossings of Grand Ave (future)





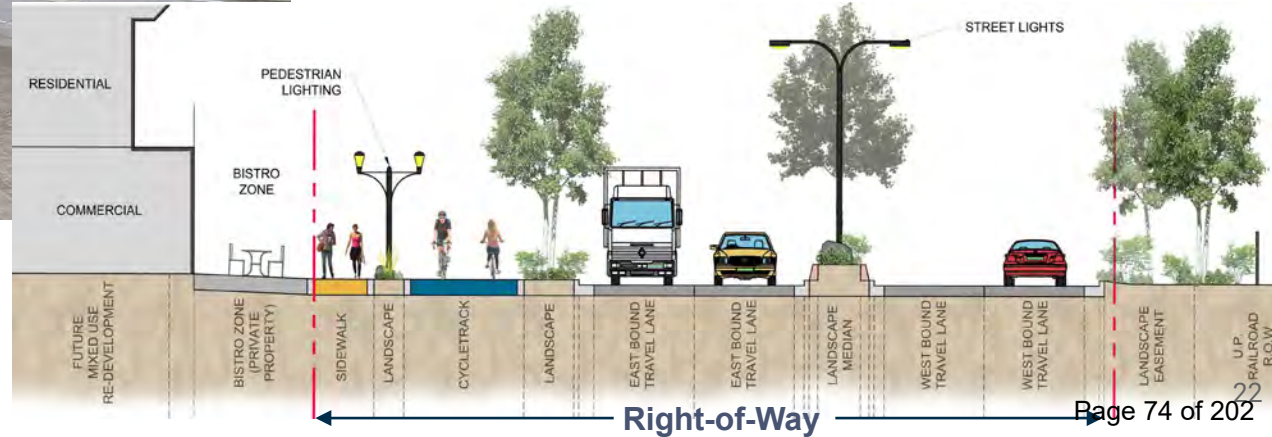
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3. Multimodal Transportation Recommendations

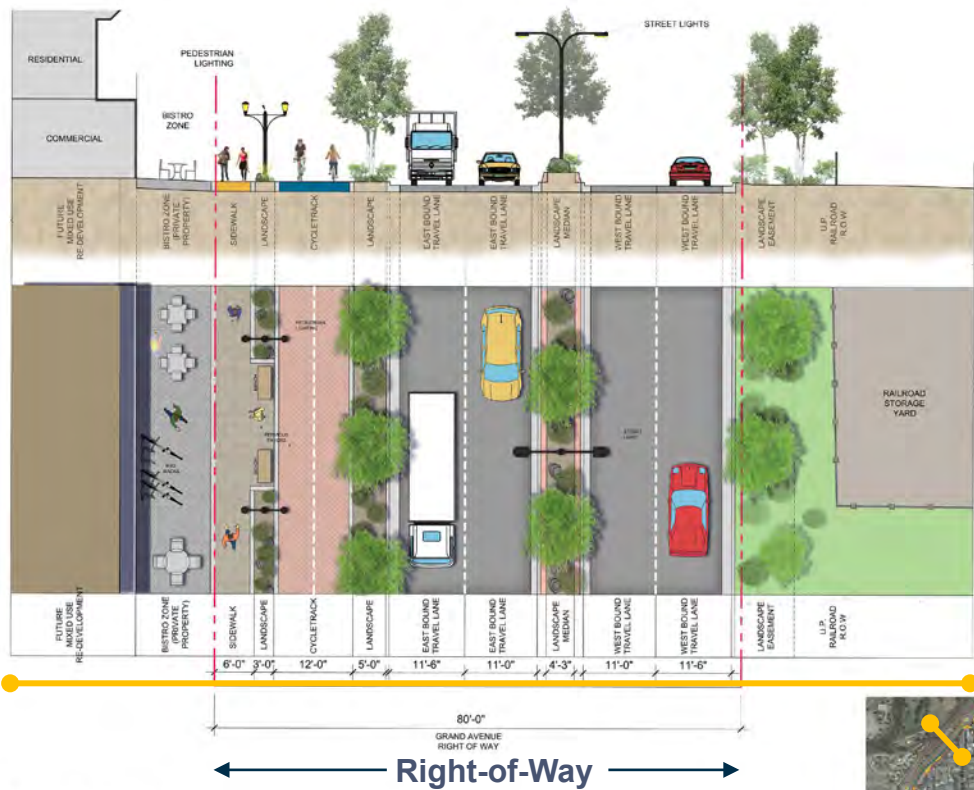
*The CycleTrack,
Pedestrian Alameda &
Bistro Zone, and
Crosswalks.*



Bicycle and Pedestrian Facilities



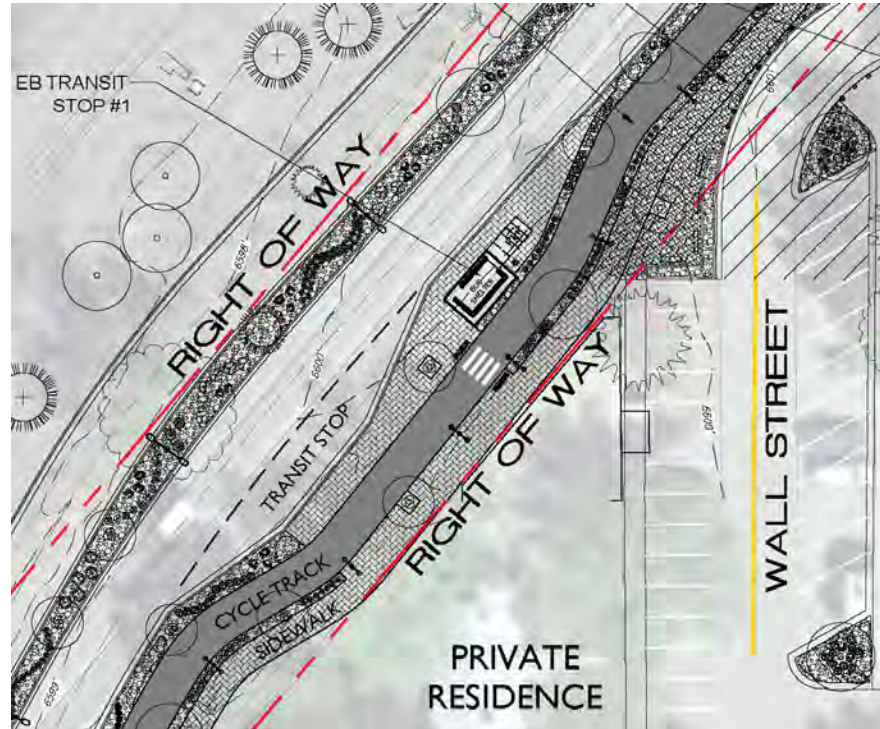
Overall Corridor Section



SEGMENT 2C - PROPOSED FINAL SECTION 2
Looking Southward between Washington and 4th Street
10/2/21

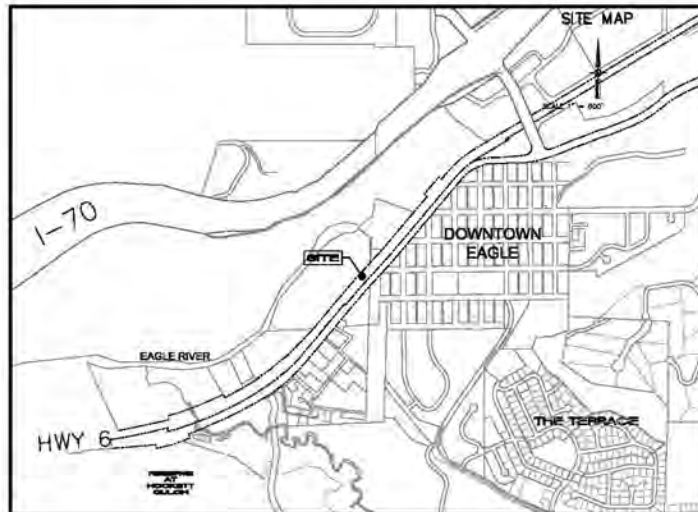


Transit Stops

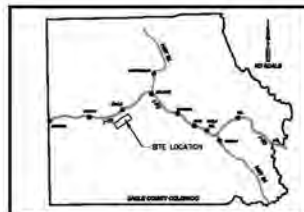


4. 30% Design Plans & Cost Estimate



[illegible]

PRELIMINARY
June 23, 2022
NOT FOR CONSTRUCTION

[illegible]

LOCATION MAP

DATA COVER SHEET	D10
DATA NOTES	D11
EXISTING CONDITIONS PLAN	D12-D18
RTS PLAN	D19-D20
ROAD PLAN AND PROFILES	D21-D22
UTILITY PLAN	D23
ROADWAY DETAILS	D24
TYPICAL CONNECTION SECTION	D25
UNDERGROUND NOTES & ABANDONMENTS	D26
USE CHECKS TO CAPITAL STREET	L100
CAPITAL STREET TO END SEGMENT 1	L101
END SEGMENT 1 TO END STREET	L102
END STREET TO END SEGMENT 2	L103
END SEGMENT 2 TO 4TH STREET	L104
4TH STREET TO END SEGMENT 3	L105
END SEGMENT 3 TO END SEGMENT 4	L106
END SEGMENT 4 TO END SEGMENT 5	L107
END SEGMENT 5 TO END LAKE ROAD	L108
END LAKE ROAD TO END SEGMENT 6	L109
END SEGMENT 6 TO MAIN STREET	L110
MAIN STREET TO HOSKINS BLVD	L111
HOSKINS BLVD TO END SEGMENT 7	L112

GRAND AVENUE CORRIDOR PLAN
EAGLE, COLORADO
CIVIL COVER SHEET



PRIME CONSULTANT
EDWIN & ASSOCIATES
40 E. WALTON CIRCLE
PO BOX 1878
ALMA, OREGON 97003
(503) 325-0817



ALPINE ENGINEERING, INC.
3400 14TH ST.
PO BOX 87
EDMONT, ALABAMA 36821
EDMONT, ALABAMA 36821



TRAVIS DUNN
NATIONAL INDEPENDENT
501 WINDYBAY CT. SUITE 1
PO BOX 4700
TABLE CROWN GA
770723-0788



ECONOMY PLAYER
ECONOMIC PLAYERS
FOUR
FOR 1791 ST. DATE 4
ECONOMY (20.0000) 200



1000



110 W. 20TH ST. SUITE 100
CLEVELAND, OHIO 44115
(216) 441-1000



WILSON/JEFFERSON ENGINEERING
1572 CHICKERING, L.L.C.
200 FIRST PLAZA, SUITE 200
WILSON, N.J. 07094
(908) 261-1000



SHEET
C1.0

LANDSCAPE - ORNAMENTAL PLANT

PLANT	QUANTITY	LOCATION	NOTES
PERENNIALS OTHER PLANTS	2,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE
PERENNIALS OTHER PLANTS	4,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE
PERENNIALS OTHER PLANTS	11,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE
PERENNIALS OTHER PLANTS	11,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE

PLANT SCHEDULE

PLANT	QUANTITY	LOCATION	NOTES
PERENNIALS OTHER PLANTS	2,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE
PERENNIALS OTHER PLANTS	4,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE
PERENNIALS OTHER PLANTS	11,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE
PERENNIALS OTHER PLANTS	11,000 SF	LANDSCAPE AREA	SEE PLANT SCHEDULE

END SEGMENT 1 TO 3RD STREET

The Grand Avenue Corridor Plan

30% Level of Design Cost Estimate



- **Overall Cost Estimate for GACP: 55.6 million**
- Includes infrastructure, traffic, multi-modal mobility, storm water management, urban design and landscaping improvements to a high level of standard vetted during the community engagement and planning process.
- The estimate is based on recent / best available local and regional unit costs.
- Estimate includes Segment 6 west of Sylvan Lake Roundabout.
- Estimate does not include undefined costs such as right-of-way acquisition, grade separated pedestrian crossing, and construction management.

The Grand Avenue Corridor Plan

30% Level of Design Cost Estimate



- **Project ‘re-scope’ is required to reduce costs significantly.**
- Not just ‘value-engineering’. Requires elimination of scope and project elements to reduce costs closer to original project budget. In some cases, major trade-offs and compromises may be necessary.
- Requires scaling back on specialty and innovative items such as permeable pavers.
- Requires scaling back on major project urban design elements, lighting, and landscaping.
- Possible elimination of segment 6 west of Sylvan Lake Roundabout.

5. Funding Strategies and Cost Scenarios

How can the plan be funded? A look at different funding and cost scenarios for the Town to consider.



GRAND AVENUE FUNDING OPTIONS



Total project funding target ranges from \$33M to \$56M



Town has \$10.0 million dedicated at this time

Town-wide Options

- Sales Tax
- Property Tax
- E-commerce Lockbox
- Tobacco/Marijuana Lockbox

Corridor Specific

- TIF with DDA expansion
- TIF with URA
- General Improvement District

SALES TAX

- Requires an election
- Current rate is 4.5%
- Sales Tax
 - Low: 0.25% (4.75% total)
 - Mid: 0.50% (5.0% total)
 - High: 1.0% (5.5% total)
- Based on average annual sales from 2018–2021
- Regional sales tax levels important for consideration

CURRENT SALES TAX RATES

Description	Eagle	Gypsum	Avon	Vail	Basalt	Minturn	Glenwood Springs
Sales Tax Rate	4.5%	3.0%	4.0%	4.5%	3.0%	4.0%	3.7%

Source: Economic & Planning Systems

ESTIMATED SALE TAX REVENUE

Description	Tax Rate	Total
Sales Tax		
Avg. Sales (2018-2021)		\$138,310,721
Avg. Sales Revenue	4.50%	\$6,223,982
Low Scenario	0.25%	\$345,777
Mid Scenario	0.50%	\$691,554
High Scenario	1.00%	\$1,383,107

Source: Town of Eagle; Economic & Planning Systems

PROPERTY TAX

- Requires an election
- Current rate is 2.301 mills
- Property Tax
 - Low: 2.699 mills (5 mills total)
 - Mid: 4.199 mills (6.5 mills total)
 - High: 5.699 mills (8 mills total)
- Based on 2021 assessed valuation
- Must look at both the Town mill levy as well as the fully-loaded mill levy for Eagle property owners
 - Town: 60.6510 mills
 - Eagle Ranch: 91.6510 mills
 - Haymeadow: 107.001–110.651 mills

CURRENT PROPERTY TAX RATES

Description	Eagle	Gypsum	Avon	Vail	Basalt	Minturn	Glenwood Springs
Property Tax Mill Levy	2.301	5.094	8.956	4.736	10.391	17.934	8.613

Source: Economic & Planning Systems

ESTIMATED PROPERTY TAX REVENUE

Description	Mill Levy	Total
Total Assessed Value (2021)		\$167,541,130
Town of Eagle	2.3010	\$385,512
Low Scenario	2.6990	\$452,194
Mid Scenario	4.1990	\$703,505
High Scenario	5.6990	\$954,817

Source: Eagle County Assessor; Economic & Planning Systems

LOCKBOX OPTIONS

- Dedication of existing revenue sources that are new to the Town of Eagle
 - Revenue sources were formed within the past three years
 - Potential approach calls for a split between Grand Avenue and other capital improvement projects/town initiatives
 - Enacted by Town Council – direct staff to create an account/fund
 - E-Commerce
 - 2019 started collecting online sales tax (Wayfair decision)
 - 2020: \$676,700
 - 2021: \$854,500
 - 2022 YTD: sales tax revenue is up 32% from last year
 - Tobacco/Marijuana
 - 2020 started collecting tobacco tax
 - 20 cents per cigarette sold or \$4.00 per pack of 20 cigarettes sold
 - 2018 started collecting marijuana tax
 - Marijuana tax will be 5.0% in 2023 (currently 4.5%)
- 2021: combined revenue of \$895,500 and expected to increase in future years

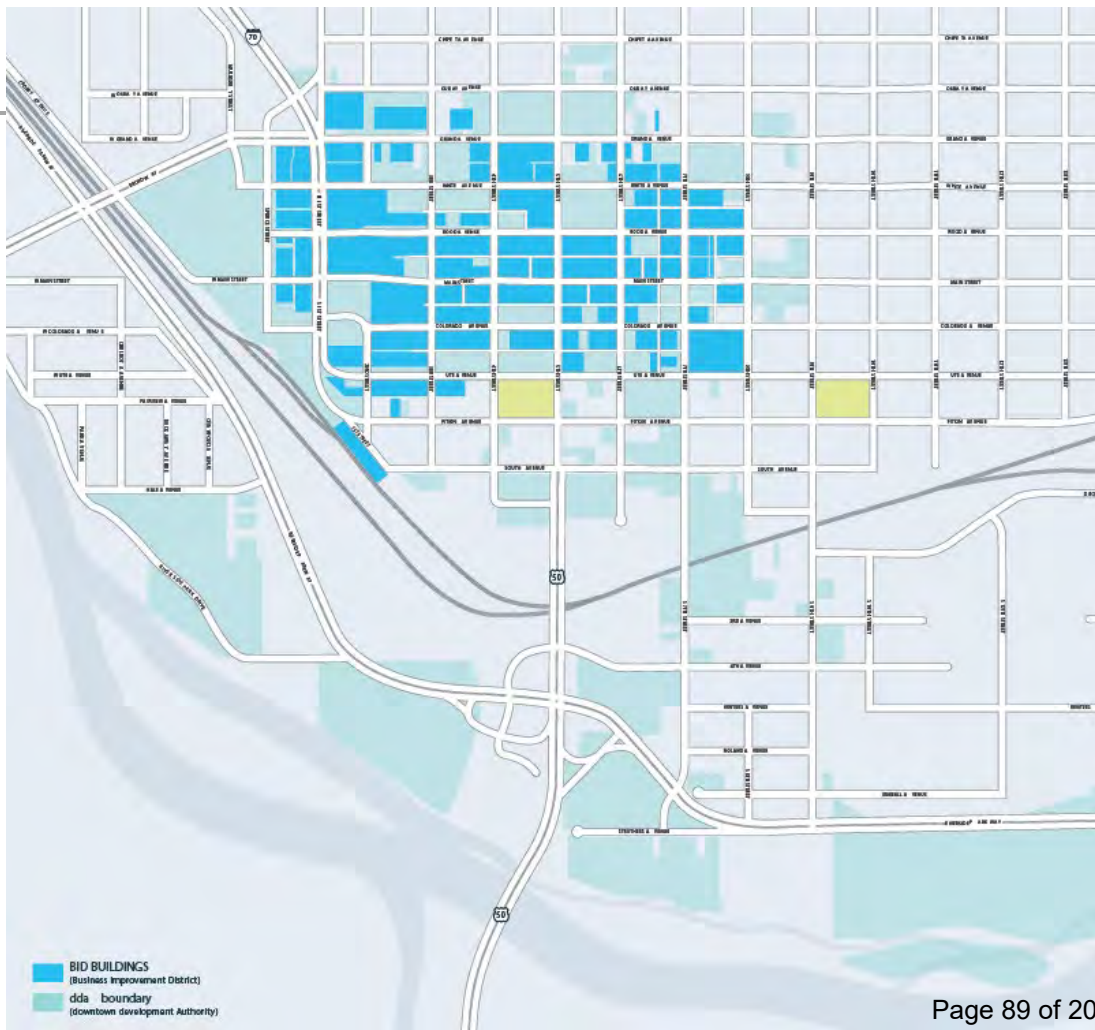
- At minimum include properties adjacent to Grand Ave and within 1-block
 - URA would not overlap with existing DDA boundary
- URA is established by Town Council decision
- DDA can expand from existing boundary and have owners to opt-in prior to development/redevelopment



GRAND JUNCTION

DDA EXAMPLE

- DDA would follow the Grand Junction model
 - Non-contiguous
 - Opt-in from property owners
 - Does not require another election



ESTIMATED TIF GENERATION

- Based on projected development demand as a capture of regional growth, built on historic production trends (not tied to specific parcels)
 - Office: 31,800 sq. ft.
 - Retail: 35,900 sq. ft.
 - Residential: 480 units
- Key financial modeling factors
 - 2021 mill levy is 60.651
 - 5 percent discount of future revenues
 - Full participation by all taxing entities
- URA – (25 years) is estimated at \$7.7 million
- DDA – (30 years) is estimated \$9.7 million

Excludes existing DDA area

Description	Factor	2020-2040	
		Total	Ann. #
Grand Avenue			
Office	sq. ft.	31,800	1,590
Retail	sq. ft.	<u>35,900</u>	<u>1,795</u>
Total		67,700	3,385
Housing			
Single Family	units	24	1
Attached	units	144	7
Multifamily	units	<u>312</u>	<u>16</u>
Total		480	24

Source: Economic & Planning Systems

GENERAL IMPROVEMENT DISTRICT (GID)

GRAND AVENUE CORRIDOR-SPECIFIC

- Requires an election of owners within proposed boundary
- Property Tax
 - Low: 5.000 mills
 - Mid: 10.000 mills
 - High: 15.000 mills
- Based on 2021 assessed valuation
 - Will increase as new development occurs and property values increase
- Low: \$35,100 annually
- Mid: \$70,200 annually
- High: 105,300 annually

Description	Assessed Value		Total
	North	South	
Grand Avenue Properties	\$325,510	\$6,696,300	\$7,021,810
Low Scenario			
Mill Levy	5.000	5.000	
New Revenue	\$1,628	\$33,482	\$35,109
Mid Scenario			
Mill Levy	10.000	10.000	
New Revenue	\$3,255	\$66,963	\$70,218
High Scenario			
Mill Levy	15.000	15.000	
New Revenue	\$4,883	\$100,445	\$105,327

Source: Economic & Planning Systems

ESTIMATED PROJECT EXPENDITURES

- Total estimated project cost at 30% design is \$55.6 million
 - Does not include property and RR acquisition
- 3 Cost Options
 - Option A (low): \$32.7 million
 - Reflects Town CIP estimate, boosted by 20% for cost escalation
 - Figure based on funding analysis rather than engineering drawings
 - Goal is to provide a range of options for discussion
 - Option B (mid): \$45.3 million
 - Excludes segment 6, which will follow later
 - Option C (high): \$55.6 million
 - Total estimated project cost

Project Cost	Option A	Option B	Option C
Segment 1	---	\$11,660,727	\$11,660,727
Segment 2	---	\$8,604,605	\$8,604,605
Segment 3	---	\$11,378,013	\$11,378,013
Segment 4	---	\$7,118,442	\$7,118,442
Segment 5	---	\$6,572,066	\$6,572,066
Segment 6	---	---	\$10,281,960
Total	\$32,697,000	\$45,333,852	\$55,615,812

Source: Alpine Engineering; Zehren & Associates; Economic & Planning Systems

FUNDING STRATEGY

OPTION A

- Total: \$33.6 million
 - Mid-level property tax increase to 6.500 mills
 - Lockbox options
 - E-Commerce: 50%
 - Tobacco/MJ: 50%

Sources	Rate	Annual Rev.	Option A	
			Annual Rev.	% Total
Dedicated Tax				
Property Tax - Low	5.000 mills	\$452,194	---	0.0%
Property Tax - Mid	6.500 mills	\$703,505	\$703,505	44.6%
Property Tax- High	8.000 mills	\$954,817	---	0.0%
Sales Tax - Low	4.75%	\$345,777	---	0.0%
Sales Tax - Mid	5.00%	\$691,554	---	0.0%
Sales Tax - High	5.50%	\$1,383,107	---	0.0%
Existing Sources				
E-Commerce Lockbox	50%	\$427,241	\$427,241	27.1%
Tobacco/MJ Lockbox	50%	\$447,748	\$447,748	28.4%
Corridor Specific				
GID - Low	5.000 mills	\$35,109	---	0.0%
GID - Mid	10.000 mills	\$70,218	---	0.0%
GID - High	15.000 mills	\$105,327	---	0.0%
Existing Town Funds		\$10,058,000	\$10,058,000	
Capital Improvement Fund		\$4,290,000		
Devolution Fund		\$1,672,000		
Water and Sewer Enterprise Funds		\$4,096,000		
Subtotal			\$29,368,000	
Haymeadow ADA (seg. 4)		\$4,200,000	\$4,200,000	
Tax Increment Financing		Total Rev.		
DDA (30 years)		\$9,792,000	---	
URA (25 years)		\$7,714,000	---	
Total Funding			\$33,568,000	

Source: Town of Eagle; Economic & Planning Systems

FUNDING STRATEGY

OPTION B

- **Total: \$46.4 million**
 - Higher-level property tax increase to 8.000 mills
 - Lockbox options
 - E-Commerce: 75%
 - Tobacco/MJ: 50%
 - DDA expansion estimated at \$9.8 million

Sources	Rate	Annual Rev.	Option B	
			Annual Rev.	% Total
Dedicated Tax				
Property Tax - Low	5.000 mills	\$452,194	---	0.0%
Property Tax - Mid	6.500 mills	\$703,505	---	0.0%
Property Tax- High	8.000 mills	\$954,817	\$954,817	52.2%
Sales Tax - Low	4.75%	\$345,777	---	0.0%
Sales Tax - Mid	5.00%	\$691,554	---	0.0%
Sales Tax - High	5.50%	\$1,383,107	---	0.0%
Existing Sources				
E-Commerce Lockbox	50%	\$427,241	\$427,241	23.3%
Tobacco/MJ Lockbox	50%	\$447,748	\$447,748	24.5%
Corridor Specific				
GID - Low	5.000 mills	\$35,109	---	0.0%
GID - Mid	10.000 mills	\$70,218	---	0.0%
GID - High	15.000 mills	\$105,327	---	0.0%
Existing Town Funds		\$10,058,000	\$10,058,000	
Capital Improvement Fund		\$4,290,000		
Devolution Fund		\$1,672,000		
Water and Sewer Enterprise Funds		\$4,096,000		
Subtotal			\$32,438,000	
Haymeadow ADA (seg. 4)		\$4,200,000	\$4,200,000	
Tax Increment Financing		Total Rev.		
DDA (30 years)		\$9,792,000	\$9,792,000	
URA (25 years)		\$7,714,000	---	
Total Funding			\$46,430,000	

Source: Town of Eagle; Economic & Planning Systems

FUNDING STRATEGY

OPTION C

- **Total: \$57.2 million**
 - Lower-level property tax increase to 6.500 mills
 - Higher-level sales tax increase to 5.50%
 - Lockbox options
 - E-Commerce: 100%
 - Tobacco/MJ: 50%
 - DDA expansion estimated at \$9.8 million

Sources	Rate	Annual Rev.	Option C	
			Annual Rev.	% Total
Dedicated Tax				
Property Tax - Low	5.000 mills	\$452,194	\$452,194	16.7%
Property Tax - Mid	6.500 mills	\$703,505	---	0.0%
Property Tax- High	8.000 mills	\$954,817	---	0.0%
Sales Tax - Low	4.75%	\$345,777	---	0.0%
Sales Tax - Mid	5.00%	\$691,554	---	0.0%
Sales Tax - High	5.50%	\$1,383,107	\$1,383,107	51.0%
Existing Sources				
E-Commerce Lockbox	50%	\$427,241	\$427,241	15.8%
Tobacco/MJ Lockbox	50%	\$447,748	\$447,748	16.5%
Corridor Specific				
GID - Low	5.000 mills	\$35,109	---	0.0%
GID - Mid	10.000 mills	\$70,218	---	0.0%
GID - High	15.000 mills	\$105,327	---	0.0%
Existing Town Funds		\$10,058,000	\$10,058,000	
Capital Improvement Fund		\$4,290,000		
Devolution Fund		\$1,672,000		
Water and Sewer Enterprise Funds		\$4,096,000		
Subtotal			\$43,208,000	
Haymeadow ADA (seg. 4)		\$4,200,000	\$4,200,000	
Tax Increment Financing		Total Rev.		
DDA (30 years)		\$9,792,000	\$9,792,000	
URA (25 years)		\$7,714,000	---	
Total Funding			\$57,200,000	

Source: Town of Eagle; Economic & Planning Systems

FUNDING STRATEGY OPTIONS

Sources	Rate	Annual Rev.	Option A		Option B		Option C	
			Annual Rev.	% Total	Annual Rev.	% Total	Annual Rev.	% Total
Dedicated Tax								
Property Tax - Low	5.000 mills	\$452,194	---	0.0%	---	0.0%	\$452,194	16.7%
Property Tax - Mid	6.500 mills	\$703,505	\$703,505	44.6%	---	0.0%	---	0.0%
Property Tax- High	8.000 mills	\$954,817	---	0.0%	\$954,817	52.2%	---	0.0%
Sales Tax - Low	4.75%	\$345,777	---	0.0%	---	0.0%	---	0.0%
Sales Tax - Mid	5.00%	\$691,554	---	0.0%	---	0.0%	---	0.0%
Sales Tax - High	5.50%	\$1,383,107	---	0.0%	---	0.0%	\$1,383,107	51.0%
Existing Sources								
E-Commerce Lockbox	50%	\$427,241	\$427,241	27.1%	\$427,241	23.3%	\$427,241	15.8%
Tobacco/MJ Lockbox	50%	\$447,748	\$447,748	28.4%	\$447,748	24.5%	\$447,748	16.5%
Corridor Specific								
GID - Low	5.000 mills	\$35,109	---	0.0%	---	0.0%	---	0.0%
GID - Mid	10.000 mills	\$70,218	---	0.0%	---	0.0%	---	0.0%
GID - High	15.000 mills	\$105,327	---	0.0%	---	0.0%	---	0.0%
Existing Town Funds		\$10,058,000	\$10,058,000		\$10,058,000		\$10,058,000	
Capital Improvement Fund		\$4,290,000						
Devolution Fund		\$1,672,000						
Water and Sewer Enterprise Funds		\$4,096,000						
Subtotal			\$29,368,000		\$32,438,000		\$43,208,000	
Haymeadow ADA (seg. 4)		\$4,200,000	\$4,200,000		\$4,200,000		\$4,200,000	
Tax Increment Financing		Total Rev.						
DDA (30 years)		\$9,792,000	---		\$9,792,000		\$9,792,000	
URA (25 years)		\$7,714,000	---		---		---	
Total Funding			\$33,568,000		\$46,430,000		\$57,200,000	

KEY CONSIDERATIONS

- What is the appetite for a tax increase to support this project?
 - Sales tax vs. property tax
 - Is one more favorable?
 - Both?
- Dedication of an existing revenue source (lockbox) is recommended
 - 50% of e-commerce annual revenue
 - 50% of tobacco/MJ annual revenue
- General Improvement District (GID) does not generate significant revenue at this time
 - As properties develop/redevelop this could be a more viable option
- Existing Town Funds
 - \$10.0 million
 - Haymeadow is estimated to contribute \$4.2 million to offset Segment 4 costs
 - Combined these make up 25% of total project cost (55.6M)
- DDA expansion is recommended over the creation of URA
 - DDA already exists
 - DDA has a longer TIF period of 30 years with the option for extension
 - Could owners opt-in to existing DDA?
- Grant funding could supplement project costs
 - Could provide up to \$3.0M over multiple years

NEXT STEPS

- What is the best way to balance funding needs and cost management to meet the needs of Eagle?
- Review ways to phase in costs, to manage cash flow requirements
- Decision making regarding scope changes and value engineering to lower cost
- Consider options for bond issuance, and viability of election to establish revenues to service debt
- Evaluate sources with a specific discussion of property tax, sales tax, or both as part of election due diligence
- Identify the range of potential grant sources and apply for DOLA grants to supplement project costs
- Promote DDA expansion and work with property owners to opt-in prior to development/redevelopment

6. Council Discussion

- *Reactions, Questions and Preferences*
- *Confirmation of the Corridor Plan direction*
- *Plan Finalization*



Thank You!





To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development Department

Date: June 28, 2022

Agenda Item: Ordinance No. 12, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 295 Rule Road, Eagle, Colorado from Commercial General (CG) to Residential Multi-Family (RMF)

REQUEST:

The applicant, Mike Dantas, is requesting to rezone a 7.576-acre parcel at 295 Rule Road from Commercial General (CG) to Residential Multi-Family (RMF).

INTRODUCTION:

The Property is northeast of I-70 and Eby Creek Road. Adjacent, surrounding uses include BLM land to the north, a grocery store and hotel to the south, a large parcel in unincorporated Eagle County with a single-family home to the west, and a plant nursery to the east. Other uses in the area are primarily commercial including a bank, gas station, restaurants, medical offices, liquor store, childcare and more.

This request to rezone follows the Town's 2021 Amendment to the Elevate Eagle Comprehensive Plan (Comprehensive Plan) which included a modification of the Future Land Use Map (FLUM). The Property's future land use designation was changed from Commercial/Light Industrial to Mixed Use in the FLUM. The Comprehensive Plan provides a list of allowed zone districts that correlate with future land uses in the FLUM. This list can be found on page 32 of the Comprehensive Plan ([LINK](#)). Residential Multi-Family zoning is listed as an allowed zone district for Mixed Use. The Conceptual Plan included with the submittal package shows that the Applicant intends to construct nine multi-family residential structures containing 82 dwelling units. A development permit is required for any multi-family structure with eight or more dwelling units.

ANALYSIS:

Staff reviewed the application against the four criteria for rezoning outlined in [Section 4.05.030](#) of the Land Use and Development Code. The staff report from the June 7, 2022, Planning & Zoning Commission meeting provides staff's full analysis of the application against each of the criteria. The staff report can be accessed through this [LINK](#). In summary, the Planning & Zoning Commission recommended approval of the rezone application based on compliance with the standards for rezoning.

COMMUNITY INPUT:

Staff has received public comment from John Poukish, an adjacent property owner to the west. The comment is included as an attachment.

BUDGET / STAFF IMPACT:

The application does not impact the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

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

Suggested Motion:

I move to **APPROVE** Ordinance No. 12, Series 2022, An Ordinance of the Town Council of the Town of Eagle, Colorado, Rezoning the Property Located at 295 Rule Road, Eagle, Colorado from Commercial General (CG) to Residential Multi-Family (RMF).

ATTACHMENTS:

- A: Application and Project Narrative
- B: Aerial and Site Photos
- C: Rezone Petition
- D: Public Comment
- E: Conceptual Plan
- F: Colorado Parks and Wildlife Referral Comments ([LINK](#))
- G: Final Plat – Eagle Interchange East ([LINK](#))
- H: Easement – Eagle Interchange East ([LINK](#))
- I: PZ Commission minutes dated June 7, 2022
- J: Ordinance No. 12, Series 2022



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

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Lot 1, Eagle Interchange East Zone Change

PRESENT ZONE DISTRICT Commercial General **PROPOSED ZONE DISTRICT** Residential Multi Family
(if applicable)

LOCATION

STREET ADDRESS 295 Rule Road

PROPERTY DESCRIPTION

SUBDIVISION Eagle Interchange East **LOT(S)** 1 **BLOCK** _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE Change Zone District to Residential Multi Family to allow construction of residential multi family buildings on this 7.576 acre property

APPLICANT NAME Tom Boni **PHONE** 970-366-1435
ADDRESS P.O. Box 3625, Eagle, CO 81631 **EMAIL** tomboni3030@gmail.com
OWNER OF RECORD Mike Dantas **PHONE** 970-376-5444
ADDRESS 2121 North FRrontage Rd. W, PMB 206, Vail, CO 81657 **EMAIL** mike.dantas67@gmail.com
REPRESENTATIVE* Tom Boni (see above info) **PHONE** _____
ADDRESS _____ **EMAIL** _____

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

APPLICATION SUBMITTAL ITEMS:

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

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

Tom Boni
Signature

February 16, 2022
Date

FOR OFFICE USE ONLY

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

Narrative

Zone Change Application

Lot 1, Eagle Interchange East

a. Project Description

This 7.576-acre property is located on the north side of City Market (Lot 1, Eagle Interchange Filing 2) with access to Rule Road from an easement on located on the western side of Lot 3, Eagle Interstate East (see attached Final Plat). Lot 2, the site of the Quality Inn, is directly west of the easement.

The proposed development of this seven plus acre property includes approximately 80 condominium units within multifamily buildings that have been recessed into the hillside. Grading of the site will facilitate the location of most of the parking underneath the units which will be convenient for the residents and minimize the visual and environmental impacts of parking lots. A private drive from Rule Road will access these units and the homeowners' association will maintain the roadway and related drainage improvements. Water and sewer mains currently at the lot line will be extended to provide services. The proposed development is planned to contain a mix of one- and two-bedroom units.

b. Compliance with applicable review criteria

This application for Residential Multifamily Zone District is compatible with the retail, lodging and services located to the south along Market Street. It is also compatible with the agricultural residential property to the west, the public land to the north and the commercial general property to the south and east.

The proposed zone change is consistent with the Town's goals, policies and plans. The recently approved Elevate Eagle Comprehensive Plan (Plan) locates this property on its Future Land Use Map in its Multi Use Future Land Use Category. The Residential Multi Family Zone District is an allowed use within this Future Land Use Category. Goal 1-1 of the Plan encourages the Town to promote a wide range of attainable housing opportunities for young adults, families, aging residents and workforce. The use of this property for multi family

development complies with this goal. The percentage of multi family housing as a portion of total housing in the Town of Eagle is lower than the State average. Multifamily housing is attractive to young adults prior to having children and aging residents who frequently want to downsize. Residential development of this parcel located on the north side of I-70 will minimize the traffic impacts on Grand Avenue. Given its location less than .5 miles from the ECO Bus Stop on Eby Creek Road, residents will have option of utilizing public transit to employment and recreational destinations in the eastern side of the County.

c. Impacts to surrounding Property

This zone change will have minimal impacts to surrounding property. Traffic impacts will be equal to or less than that created by commercial development of this property. Given that the developable portion of this Lot is approximately 100 feet north of the southern property line and 400 feet west of its easterly lot, indirect impacts of these proposed buildings on adjacent lots will be minimal. The 31-acre lot to the west has a homesite located along Eby Creek and is separated by a ridge from this lot. Commercial development of this property has the potential to create more visual and environmental impact than residential development. Residential development of this lot will facilitate walking and biking to retail and restaurants in the commercial development along Market Street and Chambers Avenue.to

The property's location on the north side of I-70 reduces traffic impacts on the congested portion of Eby Creek Road and Grand Avenue during morning and afternoon peak hours. The property is also located less than one half a mile from the Eco Bus Stop on Eby Creek Road which provides residents an option to use public transit. The pedestrian bridge over I-70 and the light activated pedestrian crossing of Eby Creek Road provides convenient access to the Bus Stop, Visitor Center Park and the Eagle Whitewater Park.



(Image taken from City Market parking lot)



(Image taken from Quality Inn & Suites parking lot)

REZONING PETITION

I, Michael Dantas as the sole owner of Lot 1, Eagle Interchange East Subdivision containing approximately 7.6 acres, petition the Town of Eagle to rezone this property from Commercial General to the Residential Multi Family Zone District. With this Zoning Petition I have also filed the application form for rezoning and the related information required by the Town of Eagle Land Use and Development Code.

Signature

Michael R. Dantas

Date:

April 27/2022

**From the desk of
John Poukish**

Post Office Box 624
Edwards, CO 81632-0624
970.926.5087 fax
970.390.1898 cell

June 22, 2022

Peyton Heitzman
200 Broadway
Eagle, CO. 81631

Dear Peyton,

As mentioned in my previous email I'm the owner of the approximately 32ac - lot 220C which borders the lot 1 parcel. The lot 220C property is my home and primary residence. After my review of the information available online for RZ22-02 Swatch View here are some of my thoughts.

The usage for the small easement on part of my property is being shown as a road and parking lot which constitutes a primary and permanent use. Not an incidental and temporary use as set forth in the language of the easement. Clearly the language in the easement states temporary use referring to construction. Any usage outside this narrow temporary description in the easement language is not authorized by me and I object to it. Substantial excavation and alteration to my property would be required to achieve this which I object to.

The zoning request from the current commercial to residential might be a possibility on the site. However, the current density request for 80 units doesn't seem to be reasonable on this site. As we are all aware the topography and soil are extremely challenging and density such as this would create drainage and other concerns.

This project as proposed could introduce hundreds of people into an already challenging site with little to no usable outdoor space. As stated in the Division of Wildlife letter on the project this number of people on the bordering BLM is harmful to critical habitat.

The added density of hundreds of people with this file RZ22-02 /80units and DR22-03 /30 units would clearly demand parkland or open space before all this capacity should be built.

If this project were to move forward, I would have no choice but to invoke the arbitration provision within the easement to enforce the easement as actually written. The concept plan as proposed would require substantial modification to my property for a parking lot causing drainage and soils concerns. Project density like this

requires usable open space for its occupants that the applicant doesn't have on their site.

Thank you,
John Poukish
970-390-1898

**From the desk of
John Poukish**

Post Office Box 624
Edwards, CO 81632-0624
970.926.5087 fax
970.390.1898 cell
jpoukish@jjpcompanies.com

June 10, 2022

Mike Dantas
Box 206
Vail, CO. 81657

Dear Mike

Over the last 2 years you have proposed, and we've discussed several options pertaining to my property (lot 220c) west of your lot 1 Eagle Interchange. During our last phone conversation, I stated that we could further the conversation once I had something in writing which should include your plan. I was hopeful we could reach an agreement that was mutually beneficial.

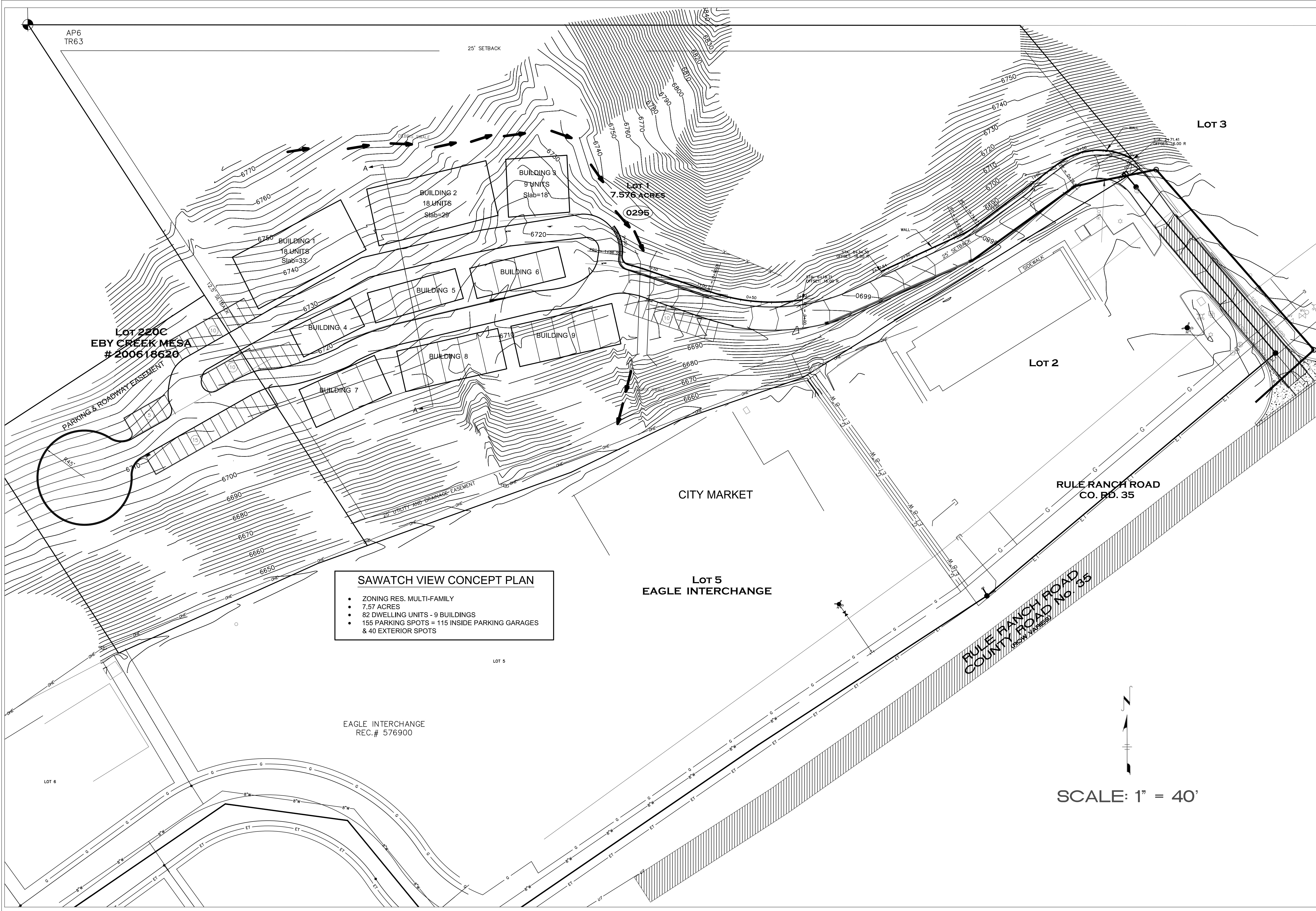
Unfortunately, I received nothing since that last conversation many months ago and we are now pressed for time. I've reviewed the plan submitted in your rezone application to the Town of Eagle. The plan clearly shows a primary use with permanent improvements. This would require removal of all trees along with substantial excavation and regrading which is not granted in the current easement. This extensive modification of my property is currently unacceptable for me and would not be authorized.

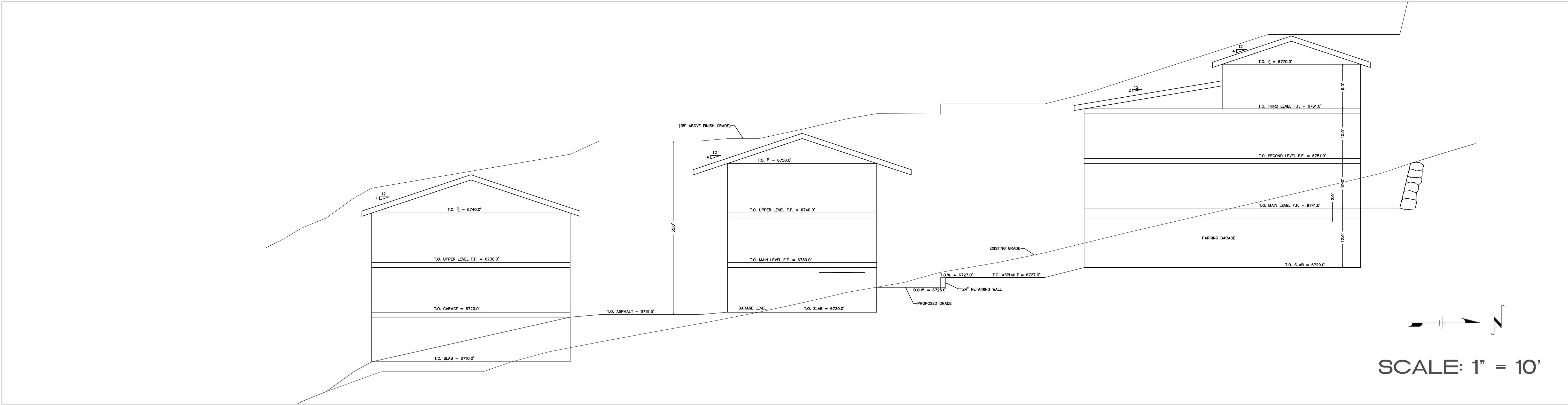
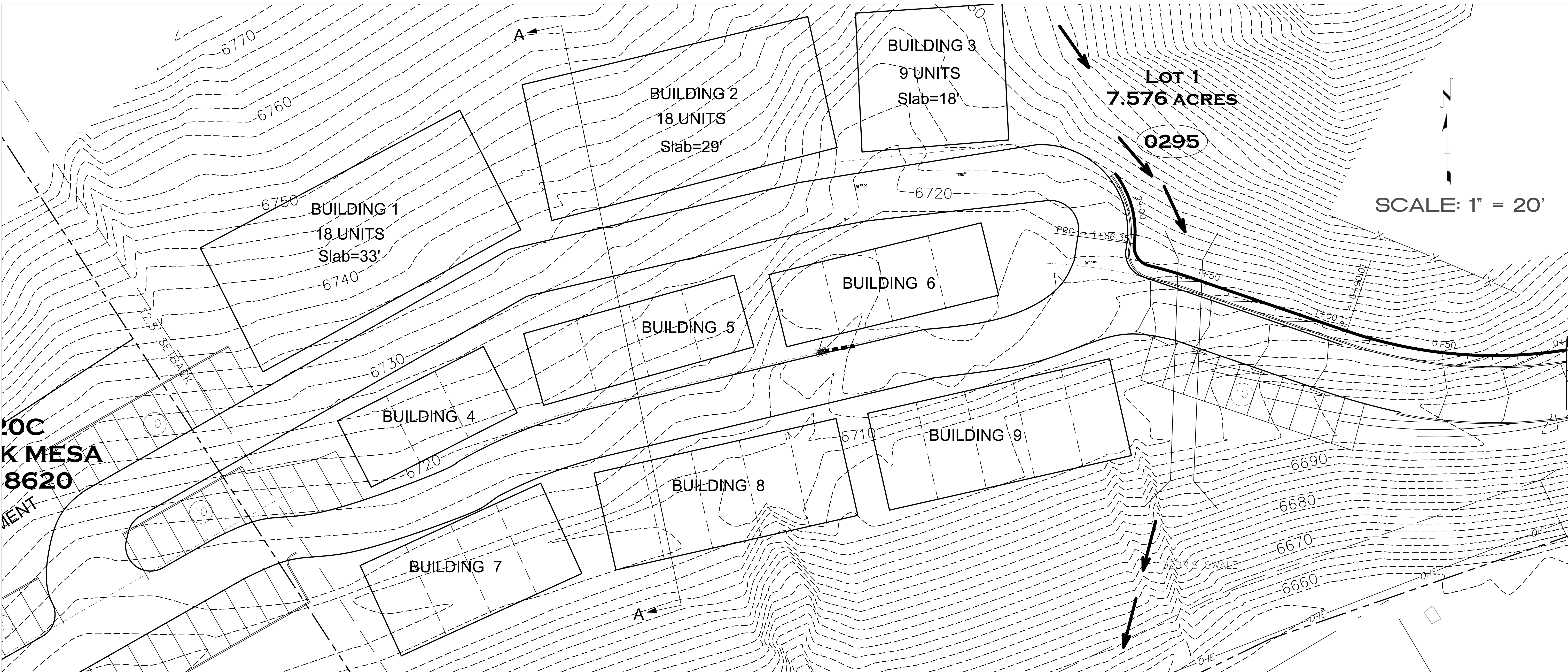
The current easement clearly states the intent of the easement. Which is temporary (lasting for a limited period of time) for parking and material storage during construction and incidental (not a major part of something) uses.

If you'd like to discuss this matter further, I will need an immediate written response. I respectfully request a meaningful written response by 9am Monday 6/13/22. If a written response is not received by this time we will immediately start a formal legal opposition to the project.

Sincerely,

John J. Poukish Jr.





295 Rule Road, LLC
811 Properties, LLC

P.O. Box 3434, Eagle
883 CR 151, Gypsum
info@harcourt-hunts.com
Ph: (970) 949-9391

SAWATCHVIEW

TOWN OF EAGLE, COLORADO
ZONING CONCEPT PLAN
CONCEPT ROAD PLAN AND PROFILE

Date: 4-2-2022	By: TDH	No.	Revision	Date

SHEET
1



MEETING MINUTES
Planning & Zoning Commission
Tuesday, June 7, 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 – Eagle Guest

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This was an in-person meeting with option for the public to attend via Teams.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Meeting called to order at 6:00pm.

COMMISSIONERS PRESENT

Matt Hood, Charlie Perkins,
Jesse Gregg, Bill Nutkins, Keith Klesner
Jennifer Filipowski, Kyle Hoiland,
Keegan Winkeller (via Teams)

COMMISSIONERS ABSENT

None

STAFF

Jim White – Interim Town Manager
Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Jessica Lake – Planner I
Peyton Heitzman – Planner II
Nikki Davis - Administrative Tech II
Carrie McCool – Contract Planner

APPROVAL OF MINUTES

1. Minutes dated May 17, 2022

The minutes were approved without change.

PUBLIC COMMENT

Public comment opened at 6:01pm. There was no public comment.

PUBLIC HEARINGS

1. Project: Sawatch View Rezone
 File #: RZ22-02
 Applicant: Tom Boni on behalf of Mike Dantas
 Location: 295 Rule Road, Lot 1, Eagle Interchange East
 Staff Contact: Peyton Heitzman, Planner II
 Request: To rezone a 7.576-acre property from Commercial General (CG) to Residential Multi-Family (RMF)

Staff Presentation

Heitzman presented this file. The Town's Municipal Code (Code) outlines four conditions to grant a rezoning approval.

Condition #1 examines compatibility with surrounding land uses along with consistency with the Town's goals, policies, and plans. Staff believes the proposed rezoning is compatible with surrounding commercial and residential uses. The property sits on a hillside above the commercial area. With the rezone, staff anticipates an increase in traffic volume. An upcoming development permit application for 82 residential units on this parcel would be the traffic generator. Heitzman included that staff will require a traffic analysis and public facilities impact report. Next, staff reviewed the request against the Town's Comprehensive Plan (Comp Plan) and Future Land Use Map (FLUM). It was determined that the requested RMF zoning is permitted in that mixed-use area. Furthermore, the rezone would promote a healthy mix of housing and densities, preserve view corridors, and would promote development near public transit. Heitzman added that items such as recreational amenities for residents, avoiding natural hazards, and protecting wildlife habitat areas would need special consideration at the time of development permit review.

Condition #2 aims to resolve whether the land was previously zoned in error or that the current zoning is inconsistent with the Comp Plan. Staff determined that the existing CG zoning is inconsistent with the FLUM which identifies this area as mixed-use.

Heitzman continued, explaining that the application must meet either Condition #3 – where there is a substantial change to the area such that the proposed zoning better suits the community's needs; or Condition #4 – the rezoning is incidental to a comprehensive revision of the Town's zoning map. Staff believes Condition #3 was met whereas Condition #4 does not apply.

Based on this analysis, staff recommends approval of the application.

Applicant Presentation

Tom Boni was the applicant representative and gave a brief overview. He began by describing the current state of the parcel and its topography. There is an access and parking easement between lots 2 & 3 that was provided by John Poukish, the previous owner. Boni expanded on the rationale behind the rezone request also highlighting the benefits of infill development, increasing multi-family units, the site's desirable proximity to transit/retail, and the ability to connect to an existing utility system. Alternatively, Boni suggested there would be low traffic impacts since the site is on the north side of the interchange, separate from more heavily trafficked roadways like Eby Creek Road, Chambers Avenue, or Capitol Street. A conceptual sketch plan was presented.

Q & A

Klesner asked how the plan addresses on-site or nearby recreation. Boni replied there are areas where the land is flatter and the development plan will look at placing amenities in that valley. The development team also aims to create a wildlife corridor.

Public Comment

There was no public comment.

Discussion

The Commission unanimously supported the request for approval.

MOTION: NUTKINS MOTIONED TO APPROVE FILE # RZ22-02 REZONING 295 RULE ROAD, EAGLE INTERCHANGE EAST, LOT 1 BASED ON STANDARDS (1), (2) AND (3) OF SECTION 4.04.030. OF THE MUNICIPAL CODE. MOTION WAS SECONDED BY HOILAND AND PASSED UNANIMOUSLY.

Hood closed file # RZ22-02.

2. Project: Reserve at Hockett Gulch - Minor PUD Amendment
 File #: PUDA22-01
 Applicant: Epoch GCH Hockett Gulch Holdings, LLC
 Location: 16186 Hwy 6
 Staff Contact: Carrie McCool, Contract Planner
 Request: A minor PUD amendment to change the location of a portion of the 5-foot-wide soft perimeter path.

Planning & Zoning Commission Site Visit

On Monday, June 6, 2022, members of the Planning & Zoning Commission (Commission) and staff conducted a site visit at Reserve at Hockett Gulch to review the conditions as they exist now. Hood, Klesner, and Gregg provided a summary of their observations.

Staff Presentation

McCool presented all three Reserve at Hockett Gulch (RHG) files.

The first application requests for a minor PUD amendment in order to relocate a portion of the perimeter path. This perimeter path was designed to give RHG residents access to the Town's established recreation path system, and inversely, could be accessed by the public. Per the Annexation and Development Agreement (ADA), the path's construction is required for the first development permit.

Through the review process, Colorado Parks and Wildlife (CPW) noted their concerns related to the construction of the pathway. The concerns included effects on current wildlife populations utilizing the property; increased wildlife strikes along Highway 6; public safety; and how dog walking in the area presents a disturbance to local wildlife. CPW provided recommendations to help minimize these disturbances.

The applicant presented two options for relocating a portion of the perimeter path: either relocate a portion to the west side of RHG within HD/PUD-3 or relocate a portion to the east side of RHG within HD/PUD-2. McCool stated there are

two more options which include eliminating the required perimeter path or maintaining the path alignment and foregoing the PUD amendment.

Following this, McCool addressed the Code's six conditions for granting a Minor PUD Amendment along with analysis against the Comp Plan.

Based on this analysis, staff recommends approval with a condition.

Applicant Presentation

Rob Mackenzie, a member of the applicant team, spoke briefly. Mackenzie confirmed they were OK with removing the path and want to work with CPW. The road is already graded and compacted.

Q & A

Hoiland asked to clarify if a portion of the path is already in. Mackenzie confirmed this, repeating that it has been graded and compacted. If the Town eventually got access, it can be easily restored.

Klesner asked to clarify what portion of the pathway would be eliminated. Mackenzie said the section could just tie back into the development and it is temporary until Phase 2/Lot 2 is developed. McCool added there are improvements in OS1 if people want to take a different route.

Perkins asked what the vision of the path is other than terminating at this property. McCool replied that the intent is to have the perimeter path around OS2 with access to OS1. OS1 will eventually be dedicated to the Town with improvements. It is just the perimeter of the PUD. On the Town-owned property, the PUD guide dictates permitted uses and accessible hours.

Hood noted that the most efficient solution is to eliminate the path. It is wildlife preservation efficiency. McCool noted that RHG residents will still have access through internal sidewalks.

Nutkins asked if the park will also be eliminated. McCool said the park is in OS1. It would just be eliminated from HD/PUD-3.

Wike added that the path could connect under the bridge at Brush Creek and connect to east/west paved trails. If the trail were to be left as is, they could be established with restrictions.

Public Comment

Corky Fitzsimmons, Eagle – Mr. Fitzsimmons owns land next to the RHG project. He requested a fence either paid by the Town or the applicant because he anticipates more trespassers. While the fence would be detrimental to wildlife, it would keep trespassers out. He noted that access to his property will become restricted with this development. Mr. Fitzsimmons suggested a 1031-land exchange so that his family can continue raising cattle.

Public comment closed at 7:00pm.

Discussion

Majority of the Commission were in favor of eliminating the requirement of the path to reduce human & wildlife interactions. Klesner highlighted that enforcement is challenging and wildlife protection is a community priority.

Nutkins asked CPW to comment on Mr. Fitzsimmons' request to build a fence. Wodrich replied, suggesting we try to avoid a fence but if needed, keep it wildlife friendly. On the west side, the recreation path would go through a winter migration range further fragmenting and displacing wildlife herds. Citing CPW's referral comment from May 13, 2022, Wodrich suggested the path abut OS1 to Mt. Eve Road.

Hood asked if a seasonal closure or restrictive access helpful. Wodrich replied that if the pathway must go in, a seasonal closure would likely be mandated. However, seasonal closures are breached constantly. The Town already has a robust hard-path system that this development can connect to and utilize. McCool added there are already restrictions implemented through OS1.

Gregg and Perkins preferred to move the pathway to the east side of the drainage.

MOTION: HOILAND MOTIONED TO APPROVE THE RESERVE AT HOCKETT GULCH MINOR PUD AMENDMENT FILE # PUDA22-01 BASED ON COMPLIANCE WITH CONDITIONS 1-6 OF SECTION 4.11.050 OF THE LAND USE AND DEVELOPMENT CODE WITH THE FOLLOWING FINDING OF FACT AND CONDITION: THAT THE PERIMETER TRAIL IS ELIMINATED THROUGH HD/PUD-3 AND THAT THE APPLICATION IS IN CONFORMANCE WITH SECTION 4.11 OF THE LAND USE AND DEVELOPMENT CODE AND WITH THE ELEVATE EAGLE COMPREHENSIVE PLAN. MOTION WAS SECONDED BY PERKINS AND APPROVED UNANIMOUSLY.

Hood closed file # PUDA22-01.

3. Project: Reserve at Hockett Gulch - Major Development Permit
 File #: DR21-02
 Applicant: Epoch GCH Hockett Gulch Holdings, LLC
 Location: 16186 Highway 6
 Staff Contact: Carrie McCool, Contract Planner
 Request: Major Development Permit approval to construct 216 rental units and a clubhouse on 17.2 acres. Forty-five percent (45%) of the units proposed include a deed restriction requiring local residency.

Staff Presentation

The applicant is seeking approval to execute the first phase of development. During this phase, the development team aims to build out HD/PUD-1 and a portion of HD/PUD-2 which includes five multi-dwelling unit buildings and a clubhouse. Additionally, the team will execute improvements within open space tracts OS-1 and OS-2 and construct access points and improvements along Grand Avenue and Sylvan Lake Road.

The Town's Code outlines three standards for a major development permit.

Standard #1 speaks to compliance with the Town's goals, policies, and plans. McCool highlighted that the site-specific development plan was created with vested rights under and in compliance with the former Eagle Area Community Plan. Additionally, wildlife protection was recently addressed by the Commission via the minor PUD amendment. As part of ongoing review, staff has provided a list of technical corrections and conditions of approval to the applicant. Other

topics for the Commission to consider include open space and parks, landscape buffers along Grand Avenue and Sylvan Lake Road, as well as architectural style.

Standard #2 aims to mitigate adverse impacts caused by the development. McCool noted that anticipated adverse impacts were addressed at the time of annexation and zoning.

Standard #3 recommends establishing municipal or park land dedication or a fee. Neither have been required based on the approved ADA.

Staff believes the development permit is in compliance with the Town's standards and recommends approval with conditions.

Q & A

Hoiland asked if the developers are working toward having a non-potable irrigation system and if they can temporarily use potable water. McCool replied yes, and that the ADA outlines when the developers need to complete the raw water system. Wike added there is a strict timeline because this is a water case.

Nutkins asked to clarify if there are three separate development phases, or three separate lots. McCool explained there are three separate lots, three separate planning areas, and a phased approach to development.

Perkins asked if there is anything in our Code that requires the installation of electric vehicle charging stations (EVCS). McCool confirmed the development plan does account for EVCS.

Klesner asked about access or connectivity to the eco transit bus system. Wike noted this is being considered under the scope of the Grand Ave Corridor Study to find the best location on the western side of Town. Currently, there is bus stop at the Sylvan Lake roundabout.

Hood asked if staff is comfortable resolving the technical comments by the June 10, 2022 deadline. McCool replied yes. There has been ongoing work between staff and the applicant to meet that deadline so that staff can review the technical comments ahead of the June 28, 2022 Town Council meeting.

Public hearing adjourned at 7:48pm for a temporary recess. Public hearing resumed at 7:56pm.

Applicant Presentation

Rob Mackenzie presented on behalf of the development team.

Mackenzie provided history on the raw water case. The developers received an 88 equivalent residential unit (EQR) water credit. If they do not use this credit the developers would be responsible for repayment of nearly \$1 million.

This site was bought by Brue Baukol Capital Partners in 2015 and the PUD was approved in 2019. The residential units can either be for rent or for sale; 45% of the rental units are required to be deed restricted. The developers are aiming to get the foundation of Phase 1 poured by late summer/early fall 2022 and begin framing throughout the winter. It is anticipated that the initial building and clubhouse will be move-in ready by winter 2023. The total project is expected to be completed by summer 2024. Additionally, the developers are talking with several large local employers about establishing master leasing units for their employees. Mackenzie addressed data points related to the Eagle County housing shortage and importance of amenities for an outdoor/active lifestyle. There will be a third-party property management company on-site.

Next, Mackenzie provided an overview three-part phasing plan. Most of the development work will be completed in Phase 1. Given the high leasing demand, Mackenzie notes they hope to initiate Phase 2 immediately. Mackenzie also reviewed the landscape plan as well as the architecture package and interior design palette.

Q & A

Hood questioned the open space calculations. McCool explained that they need to reconfigure the sites. Dominic Mauriello from the development team noted that usable open space is defined in the Town's code. He added that the plan does not need more open space, but they do need to recategorize the uses.

Nutkins asked if the clubhouse considered usable open space. McCool replied, yes. Even though it is a building, there will be outdoor amenities. Nutkins asked Phillips to confirm that the applicant can take back sections of OS-1 and OS-2. Phillips replied it could be done and McCool added the developers would have to replat. Nutkins also questioned whether the original conceptual plan had misrepresented the size of the buildings; the buildings being presented now are much bigger. Mauriello confirmed the scale of the buildings were smaller, but the number of units is the same. The group assessed open space calculations and landscape design standards at length. The Commission and applicant team agreed that reconfigurations to the development plan will help meet those requirements.

Perkins asked if the Eagle County school bus system can service this development. McCool replied that referrals were sent to the school district, but it has not been confirmed. Staff will follow up with the school district.

Public Comment

Jake Hesseltine, 294 Tanager Circle – Mr. Hesseltine is the manager at Green Acres Mobile Home Park. He is concerned about increased traffic impacts. There have been multiple complaints about vehicles not stopping to allow kids to cross the street. Mr. Hesseltine asked about the traffic safety measures.

Public comment closed at 8:48pm.

Q & A

Hood asked what was being proposed for traffic safety measures. Wike explained that the Town has moved the Sylvan Lake roundabout cross walk. He agreed that the road is busy but added that it was originally designed to accommodate a much higher level of traffic.

Discussion

The Commission revisited four topics for discussion beginning with open space and land areas. Gregg supported staff's recommendation to repurpose some of the parking lot landscaping and that the development should incorporate more multi-sport recreation areas for a broader range of use. Hood agreed with the applicant in that the definition for open space should be derived from the Town Code. Next, the landscape buffer along Grand Avenue was discussed. Gregg suggested that both entrances to the development could use more dense planting and a larger sign; what is currently proposed is minimal. Additionally, the buffer along Grand Avenue should be denser as an entry feature into town while the trees along Sylvan Lake Road should be more spread out. Staff added Condition #6-F.

Perkins asked how these residents would receive their mail. Mackenzie replied they have designed an area to receive packages, not mail.

The Commission showed unanimous support for the the proposed architectural style and design palette. Nutkins observed that these will be the largest buildings in Eagle. Winkeller added that, ideally, he would like to see more space between the buildings.

Nutkins added he does not see the outer park in OS-1 being used. The Commission expressed mixed opinions about the park use and a future pathway extension.

Public hearing adjourned at 9:26pm for a temporary recess. Public hearing resumed at 9:32pm.

MOTION: KLESNER MOTIONED TO APPROVE THE RESERVE AT HOCKETT GULCH MAJOR DEVELOPMENT PERMIT FILE # DR21-02 WITH THE FOLLOWING FINDING OF FACTS AND CONDITIONS. CONDITION #6-F WAS ADDED AND APPROVED DURING THE HEARING.

FINDINGS OF FACT:

- 1.) The proposed Development Permit is in compliance with Section 4.07 of the Land Use and Development Code.
- 2.) The proposed Development Plan is in conformance with the approved PUD Guide and Annexation Agreement.

CONDITIONS OF APPROVAL:

- 1.) Revise all development plan drawings within the major development permit plan set to accurately reflect all square footages and areas calculations within all tables and graphically depict said data throughout the corresponding plans that demonstrates PUD Guide and Code conformance documents by June 9, 2022, close of business.
- 2.) Revise the Development Plan Map to include the correct building square footages and residential floor area ratio by June 9, 2022, close of business.
- 3.) Revise Sheet A-20 of the Architectural Design Plan to include the metal roof material.
- 4.) Revise building elevations to include call outs for metal roofs.
- 5.) Revise the development permit plans to include a two-room bathroom facility option connected to potable water and sanitary sewer for the trailhead flush restroom by June 9, 2022, by close of business.
- 6.) A revised Landscape Plan shall be submitted by June 9, 2022, close of business. A decision on the revised Landscape Plan will be made administratively without notice. The revised plan shall include:
 - a.) Changes that reflect conformance with the usable open space requirements set forth in the PUD Guide.
 - b.) Deciduous trees, ornamental grasses or deciduous shrubs with landscape bed mulch in the landscape islands located at the intersection of Mt. Thomas Road and Mt. Thomas Spur.
 - c.) Changes that demonstrate compliance with the applicable town landscape standards.
 - d. Deletion of "maintenance agreement" language and replace it with identification of the parties responsible for maintenance of landscaping and irrigation system including irrigation and maintenance of landscaping and improvements on town owned property.
 - e.) Minimum 3-inch caliper deciduous trees along the Sylvan Lake Road street frontage.
 - f.) Landscaping along the Grand Avenue and Sylvan Lake Road buffer areas will be redesigned to include robust landscaping, denser treatments, and ornamental landscaping around the development's entryway signs.
- 7.) The Developer shall submit a phasing plan in conformance with the Code by June 9, 2022, close of business.
- 8.) Revise the construction drawings (civil plans) to state the flashing beacon sign at the crosswalk to the north of the Sylvan Lake Road access is solar powered by June 9, 2022, close of business.
- 9.) Design and submit plans for the raw water irrigation system within six month of Major Development Plan approval.

- 10.) Developer shall address and correct all written and redlined technical revisions for final approval by the Public Works Department prior to permit issuance.
- 11.) Tract A shall be designated as a utility easement and such easement shall be dedicated to the Town of Eagle. All other drainage, water line, sewer line, pedestrian access, and general utility easements shall be dedicated to Town of Eagle. These easements shall be shown on the final plat.
- 12.) All timeframes included in these conditions of approval may be extended administratively by the Community Development Director without notice if progress or due diligence is proven.
- 13.) Any future signs will not require a PUD amendment, but shall comply with the Town Sign Code.
- 14.) Accessory structures may be approved administratively without notice.

MOTION WAS SECONDED BY NUTKINS AND APPROVED UNANIMOUSLY.

Hood closed file # DR21-02.

4. Project: Reserve at Hockett Gulch - Preliminary Plan and Final Plat
 File #: PFP21-01
 Applicant: Epoch GCH Hockett Gulch Holdings, LLC
 Location: 16186 Highway 6
 Staff Contact: Carrie McCool, Contract Planner
 Request: Preliminary Plan and Final Plat approval to subdivide 29.65 acres into three lots and two open space tracts.

Staff Presentation

In addition to subdividing the parcel, the application also requests to establish Tract A, a private street, and address on- and off-site improvements. The application was reviewed against the Code's two standards for subdivision review.

Staff recommends approval with 22 conditions.

Applicant Presentation

Mackenzie stated that the applicant team agrees with conditions.

Q & A

Hood asked why streets are their own tract. Gary Brooks from the applicant team explained that Tract A is a both a roadway and utility road. The tract was created to gather and group as many of the utility and drainage easements, rather than have a skinnier road with easements flanking it.

Perkins asked why we are increasing the water infrastructure from 12 to 16. Brooks replied this is what the Town's model wanted.

Winkeller asked if we will need to subdivide again when development happens on Lot 2 and Lot 3 to account for new tracts., we will subdivide again to account for new tracts. Brooks and Wike both confirmed, yes. Roads will need to be extended which will be recorded on a new final plat.

Perkins asked if the buildings have fire suppression. Brooks replied, yes, it is required.

Klesner commended all the electric construction and environmental features.

Public Comment

There was no public comment.

Discussion

The Commission unanimously agreed to recommend approval with technical clean up.

MOTION: NUTKINS MOTIONED TO APPROVE THE RESERVE AT HOCKETT GULCH PRELIMINARY PLAN AND FINAL PLAT FILE # PFP21-01 WITH THE FOLLOWING FINDINGS OF FACTS AND CONDITIONS 1-22:

FINDINGS OF FACT:

- 1.) The proposed Preliminary Plan and Final Plat are in compliance with Section 4.13 of the Land Use and Development Code.**
- 2.) The proposed Preliminary Plan and Final Plat are in conformance with the approved PUD Guide and Annexation Agreement.**

CONDITIONS OF APPROVAL:

- 1.) Prior to recordation of the final plat, a land use table shall be provided that delineates the function, ownership, and manner of maintenance for all lots and tracts on the final plat.**
- 2.) Prior to recordation of the final plat, Tract A shall be dedicated as a Town of Eagle Easement with ownership and maintenance by the owner/property owner's association and the reference to 'Public Right of Way' be changed to 'Town of Eagle Easement' on the final plat to provide for public access, emergency access, drainage and general utilities.**
- 3.) The Developer shall submit a legal exhibit to the Town prepared by a licensed surveyor that depicts the future storm easement on town owned property (Eagle Ranch Filing 3 Tract OS-1) prior to final plat recordation.**
- 4.) Prior to final plat recordation, the 14-foot pedestrian access easement (Item 12 D. on the final plat) shall be retitled "Public Access Easement" and state it is for all public access including pedestrian traffic (delete "non-motorized vehicular").**
- 5.) The applicant shall address Town Surveyor comments dated May 26, 2022, prior to recordation of the final plat.**
- 6.) Prior to construction, the applicant shall obtain bids for the water line upgrade to 16- inch.**
- 7.) The Developer shall submit a legal exhibit to the Town prepared by a licensed surveyor that depicts the non-exclusive easement from the Town to the Developer for the construction, maintenance, repair, replacement, and other similar items of a road for vehicular and pedestrian egress from the Development to Sylvan Lake Road prior to final plat recordation.**
- 8.) Prior to building permit issuance, the applicant shall secure approval and construct two access points for vehicular access and curb cuts on Sylvan Lake Road and Grand Avenue in locations depicted on the civil plans.**
- 9.) The Developer shall submit a legal exhibit prepared by a licensed surveyor that depicts the easements necessary for the privately owned improvements to be constructed on Eagle Ranch Filing 3 Tract OS-1 prior to recordation of the final plat.**
- 10.) The Developer shall submit a legal exhibit prepared by a licensed surveyor that depicts a revised temporary construction easement limited to the specific area that is needed to construct the water and sewer-serviced restroom prior to recordation of the final plat.**
- 11.) Address irrigation and maintenance of landscaping and improvements on Town owned property.**
- 12.) Design and submit plans for the raw water irrigation system.**

- 13.) Within 30 days of approval by Town Council the Developer shall provide a \$50,000 deposit to the Town to initiate the water rights process. Extensions can be made administratively without notice.
- 14.) Within 90 days of approval by Town Council the Developer shall provide the information needed for the Town to file in water court to change the point of diversion for the raw water system.
- 15.) Within six months of approval by Town Council the Developer shall provide the Town with engineered drawings for the irrigation system. The irrigation plan shall include specific notes that all underground irrigation lines installed in Town rights-of-way or Town of Eagle easements must be locatable, registered with CO 811 program, and meet Colorado 811 requirements.
- 16.) Within 9 months of approval by Town Council the Developer shall provide the Town with copies of recorded easements from the Medical Center and any other necessary parties for installation and maintenance of the pumphouse, pipeline, and any other elements of the raw water system.
- 17.) Prior to the completion of the raw water system, the project may utilize the Town's potable water system for irrigation. Approvals associated with using potable water for irrigation shall be made through the Public Works Director. The Developer will disconnect the irrigation system from the Town's potable system and connect to their own non potable system within 60 days of the entry of a final decree in the water court case.
- 18.) Developer shall address and correct all written and redlined technical revisions for final approval by the Public Works Department prior final plat recordation.
- 19.) Submit a revised irrigation plan with specific notes that all underground irrigation lines installed in Town of Eagle rights-of-way or Town of Eagle easement must be locatable, must be registered with CO 811 program and all other 811 requirements.
- 20.) Prior to recordation, the Greater Eagle Fire Protection District comments dated May 24, 2022 shall be addressed within the engineered construction plans and approved by the District.
- 21.) Submit a Phasing Plan by June 9, 2022, close of business.
- 22.) Submit cost estimates for all public and private improvements to be installed by the subdivider in dedicated land, rights-of-way or easements June 9, 2022, close of business.

MOTION WAS SECONDED BY KLESNER AND APPROVED UNANIMOUSLY.

Hood closed file # PFP21-01.

OPEN DISCUSSION

No other discussion items.

ADJOURN

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

MEETING ADJOURNED AT 10:00 PM.

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 12
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
REZONING THE PROPERTY LOCATED AT 295 RULE ROAD, EAGLE, COLORADO
FROM COMMERCIAL GENERAL (CG) TO RESIDENTIAL MULTI-FAMILY (RMF)

WHEREAS, Mike Dantas is the owner of certain real property located at 295 Rule Road, Eagle, Colorado and more particularly described as Lot 1, Eagle Interchange East, County of Eagle, State of Colorado, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on February 16, 2022, Tom Boni, on behalf of Mike Dantas (the "Applicant"), submitted an application to rezone the Property from Commercial General (CG) to Residential Multi-Family (RMF);

WHEREAS, on June 7, 2022, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application;

WHEREAS, on June 28, 2022, the Town Council held a properly-noticed public hearing on the Application; and

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

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

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

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

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON JUNE 28, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Chad Phillips, Community Development Director

Date: June 28, 2022

Agenda Item: The Reserve at Hockett Gulch FILE NUMBER: DR21-02 Major Development Permit approval and FILE NUMBER: PPFP21-01 Preliminary Plan and Final Plat (to be tabled to July 26, 2022)

REQUEST:

Table/continue the Reserve at Hockett Gulch File #'s DR21-02 and PPFP21-001 to July 26, 2022

BACKGROUND:

On June 7, 2022, the Town of Eagle Planning and Zoning (P&Z) Commission heard the 1) Minor Planned Unit Development (PUD) Amendment, 2) Major Development Permit, and 3) Preliminary/Final subdivision applications. The P&Z Commission voted to approve the PUD Amendment and voted to recommend approval for the Major Development Permit and the Preliminary and Final subdivision applications. All of these June 7th motions included conditions of approval.

ANALYSIS:

Many of the conditions of approval for the Major Development Permit and subdivision requests included deadlines as to when the applicant would have to provide additional or corrected information. Some of this information was needed prior to staff's creation of the June 28th Town Council staff memo – to be submitted by the applicant June 9th. Because staff didn't receive all the information in time to prepare the Council memo for the June 28th hearing, this meeting will need to be rescheduled. The next available Town Council meeting is July 26th.

COMMUNITY INPUT:

Any communications related to the applications will be included with the staff report and Council memo.

BUDGET / STAFF IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

These will be addressed as part of the staff memo.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to table The Reserve at Hockett Gulch FILE NUMBER: DR21-02 Major Development Permit approval and FILE NUMBER: PPFP21-01 Preliminary Plan and Final Plat to July 26, 2022.

ATTACHMENTS:

N/A



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: June 28, 2022

Agenda Item: Resolution 49, Series 2022 "A Resolution Approving a Second Amendment to the Agreement Between Eagle County, Colorado and the Town of Eagle for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property"

REQUEST: This is a request to do a 2nd Amendment to the agreement between the Town and Eagle County for the use, operations, and maintenance of the Eagle River Park at the Eagle County Fairgrounds property.

BACKGROUND: The Town of Eagle and Eagle County entered into an agreement for the use, operations and maintenance of the Eagle River Park property on May 21, 2019. The Use Agreement was amended on April 27, 2021. This would serve as the 2nd amendment to the initial agreement. The focus of this 2nd Amendment would enable the Town of Eagle to build a pavilion at the site.

ANALYSIS: Town attorneys and Eagle County attorneys have been working on the 2nd Amendment and have agreed to terms. This results in agreement to modify the location of Town vendors as well as approving the plan for the Town to build a pavilion at the Eagle River Park.

COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT: The pavilion construction will be done in accordance with the plans provided by the Town's Public Works Department.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This agreement meets the strategic objective of "Matching the Infrastructure to Quality of Life" by providing shelter at the Eagle River Park and a better plan for the location of vendors. It also meets the strategic objective of "Focus on Recreation, Events and Open Space. The Town of Eagle is a destination for outdoor recreation and the River Park is one of our most prominent amenities.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to Approve/ (or Deny) Resolution 49, Approving a Second Amendment to the Agreement Between Eagle County, Colorado and the Town of Eagle, Colorado for Use, Operation, and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property.

ATTACHMENTS:

1. Resolution 49-2022 Eagle River Park Agreement with Eagle County
2. Ex. A-2 Park Use Amendment
3. EXHIBIT C_ 220518 Pavilion Permit Set Combined (1)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 49
(Series 2022)

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN
EAGLE COUNTY, COLORADO, AND THE TOWN OF EAGLE FOR THE USE, OPERATION,
AND MAINTENANCE OF THE EAGLE RIVER PARK AT THE EAGLE COUNTY FAIRGROUNDS
PROPERTY**

WHEREAS, the Town and Eagle County entered into an agreement dated May 21, 2019, for the use, operation, and maintenance of the Eagle River Park at the Eagle County Fairgrounds during and after completion of construction (the "Use Agreement");

WHEREAS, the Use Agreement was amended on April 27, 2021, to cover repair work to the Crossvane Diversion Structure and to clarify responsibility for maintenance and liability at the Eagle River Park; and

WHEREAS, the parties now wish to further amend the Use Agreement to modify the agreement as to the location of Town vendors on Eagle County property and to provide for the Town's construction of a pavilion on the premises, in the form attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Second Amendment").

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

- 1., The Town Council approves Second Amendment in substantially the form attached hereto as **Exhibit A**, and in a form approved by the Town Attorney, and authorizes the Town Manager to execute the Second Amendment on behalf of the Town.
2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on June 28, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN EAGLE COUNTY, COLORADO
AND THE TOWN OF EAGLE
FOR USE, OPERATION AND MAINTENANCE OF THE EAGLE RIVER PARK AT
THE EAGLE COUNTY FAIRGROUNDS PROPERTY**

THIS SECOND AMENDMENT to the Agreement for Use, Operation and Maintenance of the Eagle River Park at the Eagle County Fairgrounds Property dated _____ (“Second Amendment”) is between Eagle County, Colorado, a body corporate and politic, by and through its Board of County Commissioners (“County”) and the Town of Eagle, by and through its Town Council (“Town”). Together, the Town and the County are referred to as the “Parties.”

WHEREAS, the Parties entered into an agreement dated May 21, 2019 (Eagle County C19-173), for the use, operation and maintenance of the Eagle River Park at the Eagle County Fairgrounds during and after completion of construction (the “Use Agreement”); and

WHEREAS, the Use Agreement was amended on April 27, 2021 to cover repair work to the Crossvane Diversion Structure and to clarify responsibility for maintenance and liability at the Eagle River Park (the “First Amendment”);

WHEREAS, the Parties now wish to further amend the Use Agreement to modify the Parties’ agreement as to the location of Town vendors on Eagle County property and to provide for the Town’s construction of a pavilion on the Premises.

NOW THEREFORE, in consideration of the terms and covenants stated herein, the sufficiency of which is hereby acknowledged, the Parties agree the Use Agreement shall be further amended as follows:

1. Article I: Use of Premises, Section 1.1(b) is hereby deleted and replaced with the following:

b. Mobile Vendors.

i. Subject to the requirements of this Agreement and amendments thereto, the Town may contract with, permit, regulate, and collect revenues from mobile vendors, contractors and service providers operating or providing services (“Vendors”) on the Premises as the Town deems appropriate.

ii. Subject to the requirements of this Agreement and amendments thereto, the Town is hereby granted authority to contract with, authorize, permit, regulate, and collect revenues from Vendors in the Parking Area, as shown in Exhibit A-2 to the First Amendment, attached again here for convenience, but only as follows:

A. The Town may authorize Vendors to operate in the Parking Lot on a seasonal basis (consistent or semi-consistent), during dates and in locations pre-

approved by the County. At least fourteen (14) days prior to locating any such seasonal Vendor, the Town will coordinate with the County to determine the general locations of such Vendors.

B. The Town may authorize Vendors to operate in the Parking Lot for any Eagle River Park Event (as defined in the Original Agreement, and which may additionally include farmer's markets, community markets, river-park competitions, river park expositions) on dates that have been pre-approved by Eagle County in accordance with Section 1.1(f) of the Original Agreement.

iii. Vendors properly authorized or permitted to operate in the Parking Lot may be located, along with only such equipment reasonably necessary for operation and authorized by the Town, on days and at times approved by the Town, except that no Vendor may be located in the Parking Lot during the ten (10) days encompassing the yearly Fair and Rodeo Event. The yearly "Fair and Rodeo Event" is defined for purposes of this Agreement as beginning at 12:00 a.m. the Saturday prior to scheduled Eagle County Fair and Rodeo, and ending at 12:00 a.m. the Monday immediately following the conclusion of scheduled Eagle County Fair and Rodeo.

iv. Prior to the beginning of any Fair and Rodeo Event, the Town shall ensure all Vendors have completely vacated the Parking Lot, returning the area it had occupied to its original condition. The Town acknowledges and agrees that failure of a Vendor to vacate the Parking Lot as of 12:00 a.m. at the beginning of any Fair and Rodeo Event will be a material violation of this Agreement. In addition to any other remedies available to the County, the County shall be authorized to remove any Vendor equipment or materials remaining in the Parking Lot during the Fair and Rodeo Event at the Town's cost and expense.

v. The Town shall require each Vendor authorized or permitted to operate on the Premises and/or Parking Area to promise in writing to indemnify, hold harmless and defend Eagle County Government, its officers, deputies, employees, and agents harmless from and against any and all claims arising from or in any way connected with the Vendor's use of the Premises and/or Parking Lot or from the conduct of any activity, program, or thing that may be permitted or suffered by Vendors in or about the Premises and/or Parking Lot, and to maintain adequate general liability insurance for coverage of claims for damages arising from the Vendor's activities on the Premises and/or Parking Lot, in amounts consistent with the Town's contracting policies, which policies of insurance must name Eagle County as an "Additional Insured."

vi. The Town shall allow Eagle County to review and approve its standard or individual Vendor license agreement(s) for compliance with requirements set forth in this Agreement prior to finalizing such agreements with its Vendors.

vii. The Town and its Vendors may not contract with or interfere with any existing or future contracts between Eagle County and Rafting/Fishing Outfitters who

load and/or disembark river boats at the Eagle County Fairgrounds (*See* Eagle County Resolution R19-022), nor may the Town or its Vendors interfere with contracts between Eagle County and any vendor or contractor Eagle County may desire to contract with regarding the Fairgrounds property.

2. Article I: Use of Premises is amended by the addition of a new subsection 1.3, as follows:

1.3 Eagle County hereby grants to the Town authority and permission to, at its sole cost and expense, construct a new pavilion located within the Premises in the location shown and according to the plans attached hereto and incorporated herein by this reference as Exhibit C (the "Pavilion"). During construction of the Pavilion, the Town shall ensure the selected contractor and any subcontractors hold and maintain adequate general liability insurance for coverage of claims for damages arising from the construction activities on the Premises in amounts consistent with the Town's contracting policies, which policies of insurance must name Eagle County as an "Additional Insured." During and after construction, the Town shall be responsible for maintenance and repair, insurance coverage as set forth in Articles I and IV of the Original Agreement.

3. Capitalized terms in this Second Amendment will have the same meaning as in the Use Agreement and its First Amendment. To the extent that the terms and provisions of the Second Amendment conflict with, modify, or supplement portions of the Use Agreement or its First Amendment, the terms and provisions contained in this Second Amendment shall govern and control the rights and obligations of the Parties.

4. Except as expressly altered, modified and changed in this Second Amendment, all terms and provisions of the Use Agreement and its First Amendment, as well as exhibits thereto, shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.

5. This Second Amendment shall be binding on the Parties hereto, their heirs, executors, successors, and assigns.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year first above written.

TOWN OF EAGLE

ATTEST:

By: _____
Jenny Rakow, Town Clerk

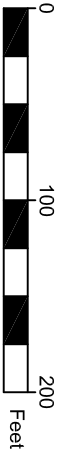
By: _____
Scott Turnipseed, Mayor

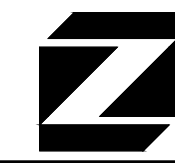
**COUNTY OF EAGLE, STATE OF
COLORADO, by and through its Board of
County Commissioners**

ATTEST:

By: _____
Regina O'Brien
Clerk to the Board

By: _____
Jeanne McQueeney, Chair





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5/18/22	
CD	G

EAGLE RIVER PARK

PARK PAVILION



ISSUE G

PAVILION PERMIT SET

MAY 18, 2022

**ALPINE
ENGINEERING INC.**
34510 HWY 6 / UNIT A9 / PO BOX 97
EDWARDS CO 81632 / 970.926.3373
WWW.ALPINECIVIL.COM

ZEHREN AND ASSOCIATES, INC.
ARCHITECTURE - PLANNING - INTERIORS
LANDSCAPE ARCHITECTURE
101 El Paseo
Santa Barbara, California 93101
(805) 963-6890 FAX (805) 963-8102

48 East Beaver Creek Blvd., Suite 303
P.O. Box 1976 - Avon, Colorado 81620
(970) 949-0257 FAX (970) 949-1080



PROJECT DIRECTORY

OWNER

TOWN OF EAGLE
Contacts: Tom Boni
Morgan Landers
PO Box 609
200 Broadway
Eagle, CO 81631
Voice: (970) 328-6354
E-mail: tomboni@townofeagle.org
morgan.landerson@townofeagle.org

OWNER'S REPRESENTATIVE

NV5
Contacts: John Usery
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Denver, CO 80211
Voice: (970) 390 - 0312
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ARCHITECT

ZEHREN AND ASSOCIATES
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E-mails: davek@zehren.com
davidf@zehren.com

COST ESTIMATOR

KISSNER GENERAL CONTRACTORS, INC.
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Kyle Kissner
PO BOX 682
Cedaredge, CO 81413
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E-mails: bkissner@kissnergen.com
kkissner@kissnergen.com

CIVIL ENGINEER

ALPINE ENGINEERING, INC.
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Matt Wadey
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34510 Hwy 6, Unit A9
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wadey@alpincivil.com

LANDSCAPE ARCHITECT

ZEHREN AND ASSOCIATES
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Jesse Gregg, ASLA
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Avon, CO 81620
Voice: (970) 748-8520
E-mail: stan@aec-vail.com

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Contact: Hannes Spaeh, PE

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Avon, CO 81620
Voice: (970) 949-7768
Fax: (970) 949-4054
E-mail: hspaeh@monroe-newell.com

SURVEYOR

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Vail, CO 81657
Voice: (970) 479-8698
Contact: Sam Ecker, PLS
E-mails: sam@gorerange.net

IRRIGATION DESIGN

GRAND JUNCTION PIPE
Contact: John J. Steuble, CID/CLIA
2868 I-70 Business Loop
Grand Junction, CO 81501
Phone: (970) 243-4604
Toll Free: 1-800-748-1564
Fax: (970) 241-6622
E-mail: John.Steuble@gjpipe.com

GEOTECHNICAL ENGINEER

HP-KUMAR
5020 County Rd. 154
Glenwood Springs, CO 81601
Voice: (970) 945-7988
Contact: Dave Young, PE
E-mails: dyoung@kumarus.com

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- C1.2 - C1.3 EXISTING CONDITIONS PLAN
- C2.0 GRADING
- C2.1 GRADING
- C2.2 - C2.6 RIVERSIDE PATH
- C2.6 DRIVE PLAN / PROFILE
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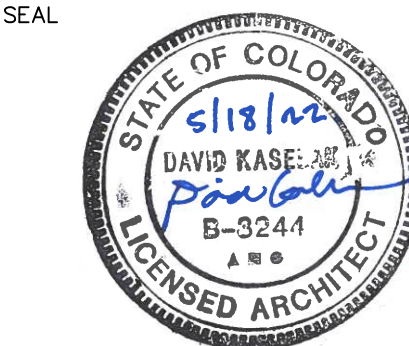
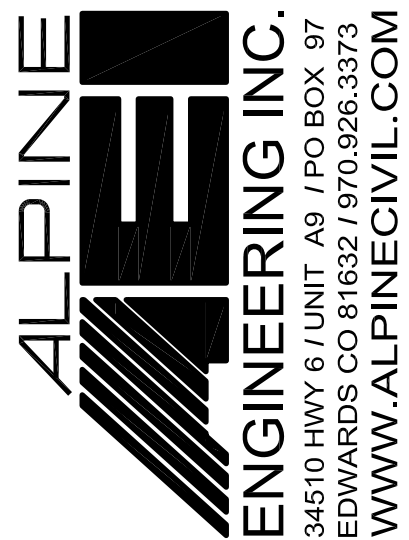
STRUCTURAL SHEETS

- S1.0 GENERAL NOTES
- S2.0 FOUNDATION PLAN
- S2.1 ROOF FRAMING PLAN
- S3.0 FRAMING AND FOUNDATION DETAILS

VICINITY MAP



NOT TO SCALE



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PROJECT INFO AND DWG INDEX

PROJECT No. 20162490	DATE 10/24/17	
DRAWN BY JAG	CHK BY PC	TRV BY PC

SHEET No. A0.01
SCALE: AS SHOWN

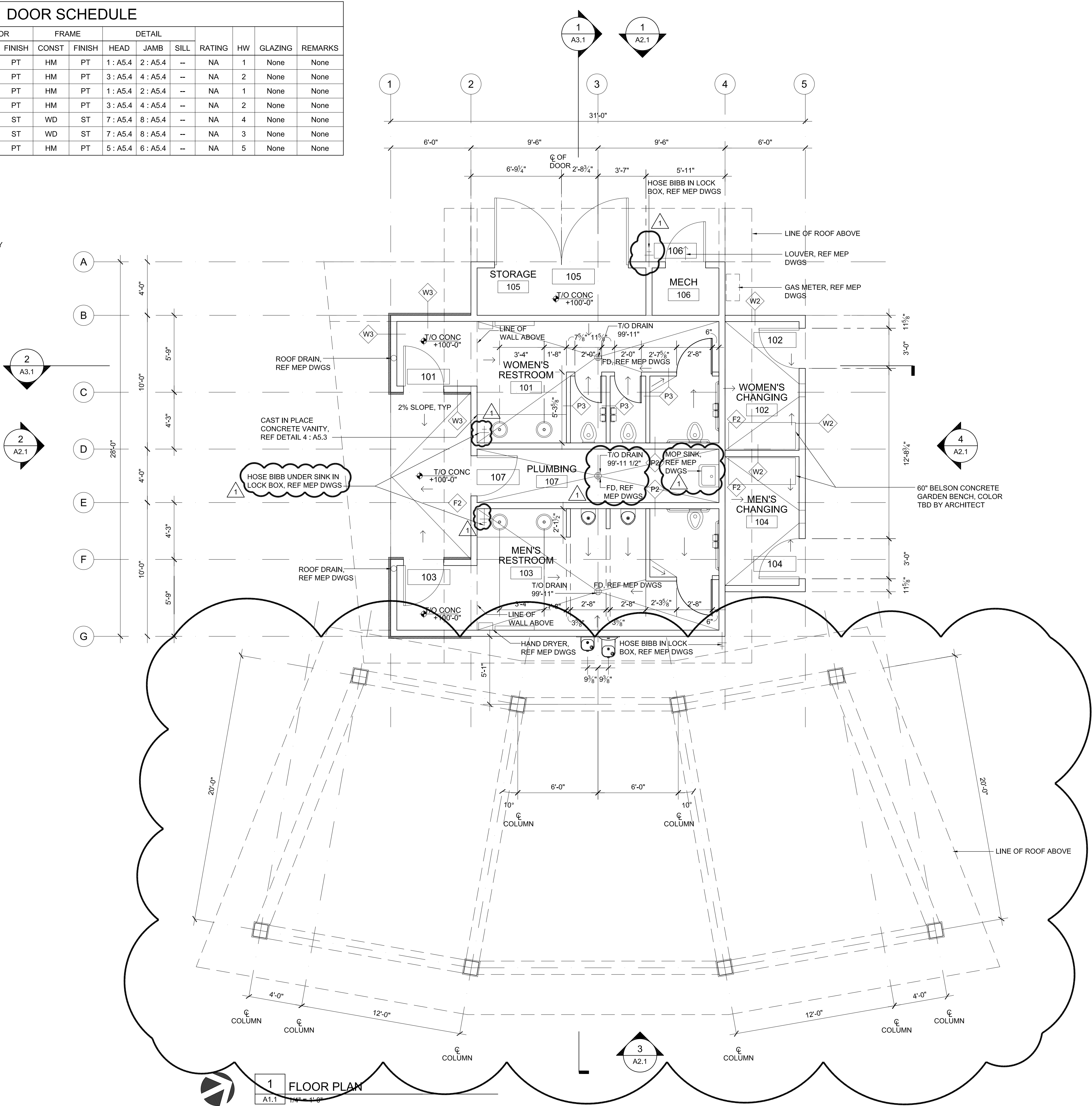
DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
101	101	A	3'-0" x 7'-0"	1 3/4"	HM	PT	HM	PT	1 : A5.4	2 : A5.4	--	NA	1	None	None
102	102	A	3'-0" x 6'-8"	1 3/4"	HM	PT	HM	PT	3 : A5.4	4 : A5.4	--	NA	2	None	None
103	103	A	3'-0" x 7'-0"	1 3/4"	HM	PT	HM	PT	1 : A5.4	2 : A5.4	--	NA	1	None	None
104	104	A	3'-0" x 6'-8"	1 3/4"	HM	PT	HM	PT	3 : A5.4	4 : A5.4	--	NA	2	None	None
105	105	C	10'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	7 : A5.4	8 : A5.4	--	NA	4	None	None
106	106	B	3'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	7 : A5.4	8 : A5.4	--	NA	3	None	None
107	107	A	3'-0" x 7'-0"	1 3/4"	HM	PT	HM	PT	5 : A5.4	6 : A5.4	--	NA	5	None	None

DOOR SCHEDULE GENERAL NOTES:

- ALL DOORS TAGGED USING ROOM NUMBER TO WHICH THEY ARE ASSOCIATED.
- DOOR TYPES ARE SHOWN GRAPHICALLY ON SHEET A5.4
- SIZE DETERMINED BY OVERALL SIZE OF DOOR, NOT BY INDIVIDUAL LEAFS.
- RATING DESIGNATED IN MINUTES.
- SEE SPECIFICATIONS FOR HARDWARE (HW) GROUPS.
- SEE PLANS AND ELEVATIONS FOR SWING INFORMATION.

ABBREVIATIONS:

EX EPOXY PAINT
FF FACTORY FINISH
FG FIBERGLASS
HC HOLLOW CORE (WOOD)
HM HOLLOW METAL
KD KNOCK DOWN
MC METAL-CLAD
PL PLASTIC LAMINATE
PT PAINT
SC SOLID CORE (WOOD)
ST STAIN
TEMP TEMPERED
WD WOOD
MTL METAL



FLOOR PLAN SHEET GENERAL NOTES

- ALL INTERIOR WALL ASSEMBLIES TYPE UNLESS SHOWN OTHERWISE, REF SHEET A5.1
- ALL FLOOR ASSEMBLIES TYPE UNLESS NOTED OTHERWISE, REF SHEET A5.1
- DRAWING REVISIONS ARE INDICATED BY X
- CENTER DOORS AND OPENINGS IN ROOMS OR PROVIDE 6" WALL RETURNS UNLESS NOTED OTHERWISE
- ALL DIMS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE
- PROVIDE ALL NECESSARY BLOCKING WITHIN WALLS AND CEILINGS. LOCATIONS INCLUDE, BUT ARE NOT LIMITED TO TOILET ACCESSORIES, CEILING AND WALL MOUNTED ELECTRICAL FIXTURES, SHELVES, AND COUNTERTOPS
- HATCH INDICATES NEW FLOOR TO CEILING INTERIOR PARTITION WALL

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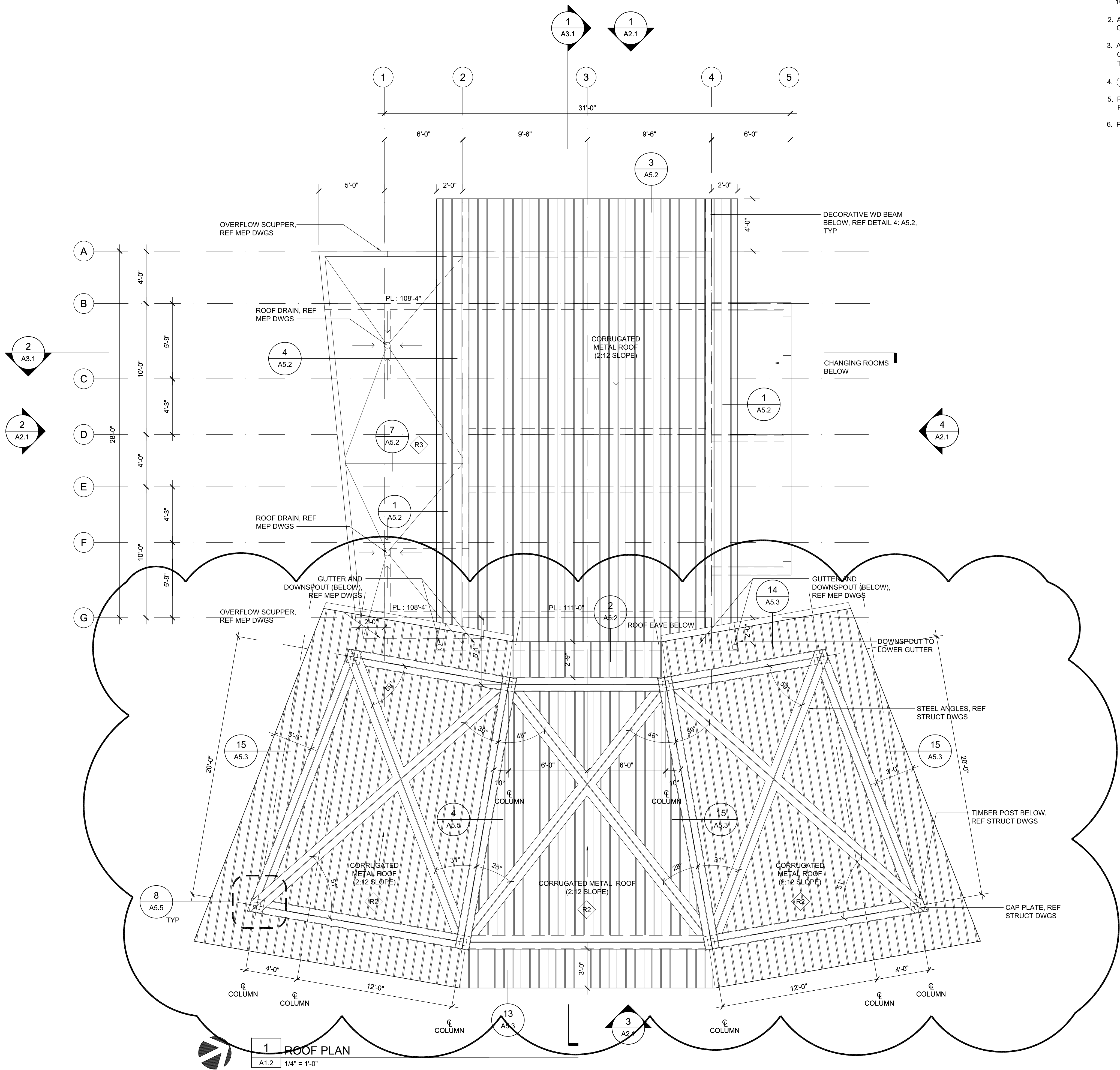
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RESTROOMS
FLOOR PLAN

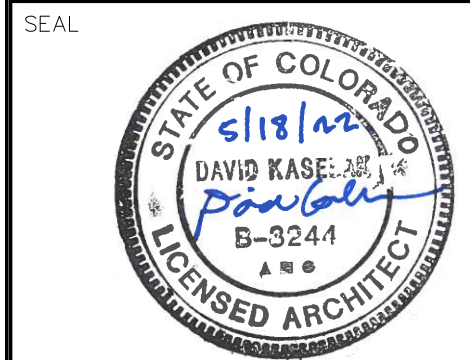
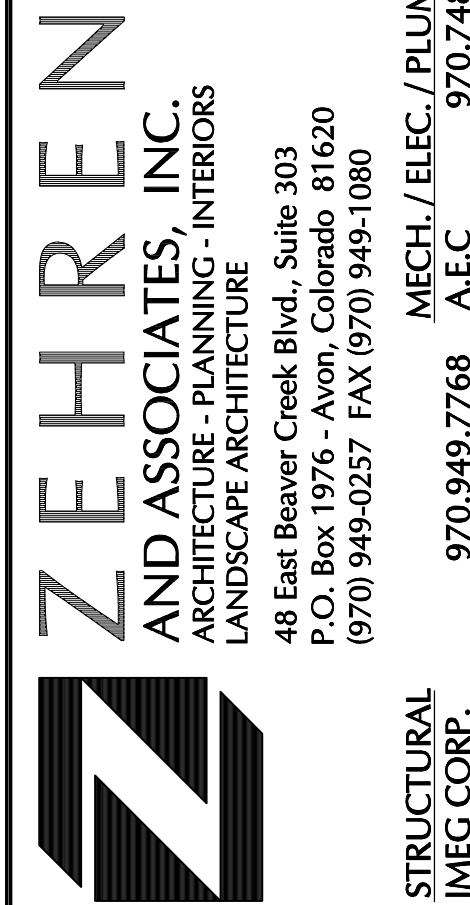
PROJECT No.	DATE	
20162490	10/24/17	
DRAWN BY	CHK BY	TRV BY
PR	DK	DK

SHEET No.
A1.1
SCALE: 1/4" = 1'-0"



ROOF PLAN SHEET GENERAL NOTES

1. (xxx'-x") INDICATES PLATE HEIGHTS, RELATIVE TO 100'-0" DATUM.
2. ALL ROOF ASSEMBLIES TYPE  UNLESS NOTED OTHERWISE; REF SHEET A5.1
3. ALL OVERHANG DIMENSIONS ARE FROM EXTERIOR FACE OF EXTERIOR STUD OR BEAM TO EXTERIOR FACE OF RAFTER TAIL, UNLESS NOTED OTHERWISE.
4.  DENOTES FLUES, VENTS, AND ROOF DRAINS.
5. REF MECHANICAL DOCUMENTS FOR PRECISE LOCATIONS OF ROOF PENETRATIONS.
6. PAINT ALL FLUES AND VENTS TO MATCH ROOF COLOR.



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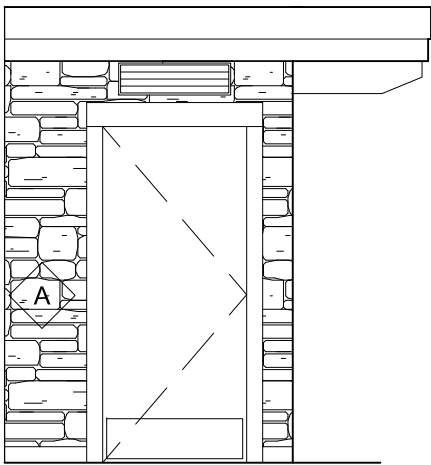
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RESTROOMS
ROOF PLAN

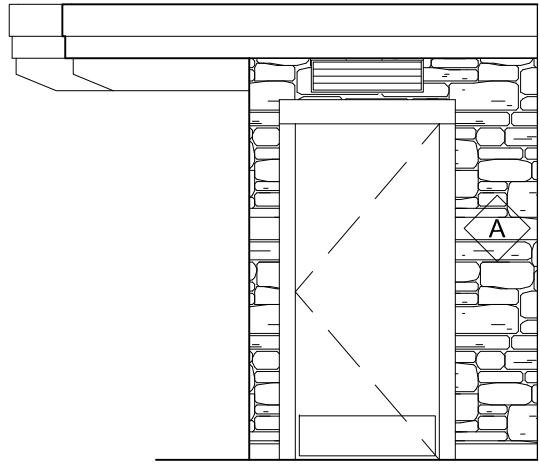
PROJECT No.	DATE
20162490	10/24/17
DRAWN BY	CHK BY
PR	DK
	TRV BY
	DK

SHEET No.
A1.2
SCALE: 1/4" = 1'-0"

WINDOW SCHEDULE											
TAG	TYPE	OPERATOR	SIZE			WDW CONST	DETAIL			GLAZING	REMARKS
			W	H : HIGH SIDE	HD HT		HEAD	JAMB	SILL		
101	--	Fixed	4'-4"	3'-10 1/2"	13'-7 1/2"	Metal Clad	12 : A5.4	13 : A5.4	14 : A5.4	Temp	Sloped
102	--	Fixed	3'-3 1/2"	3'-0 3/4"	12'-9 3/4"	Metal Clad	12 : A5.4	13 : A5.4	14 : A5.4	Temp	Sloped
103	--	Fixed	3'-3 1/2"	1'-6 1/2"	11'-3 1/2"	Metal Clad	12 : A5.4	13 : A5.4	14 : A5.4	Temp	Sloped
104	--	Fixed	4'-4"	3'-10 1/2"	13'-7 1/2"	Metal Clad	12 : A5.4	13 : A5.4	14 : A5.4	Temp	Sloped
105	--	Fixed	3'-3 1/2"	3'-0 3/4"	12'-9 3/4"	Metal Clad	12 : A5.4	13 : A5.4	14 : A5.4	Temp	Sloped
106	--	Fixed	3'-3 1/2"	1'-6 1/2"	11'-3 1/2"	Metal Clad	12 : A5.4	13 : A5.4	14 : A5.4	Temp	Sloped



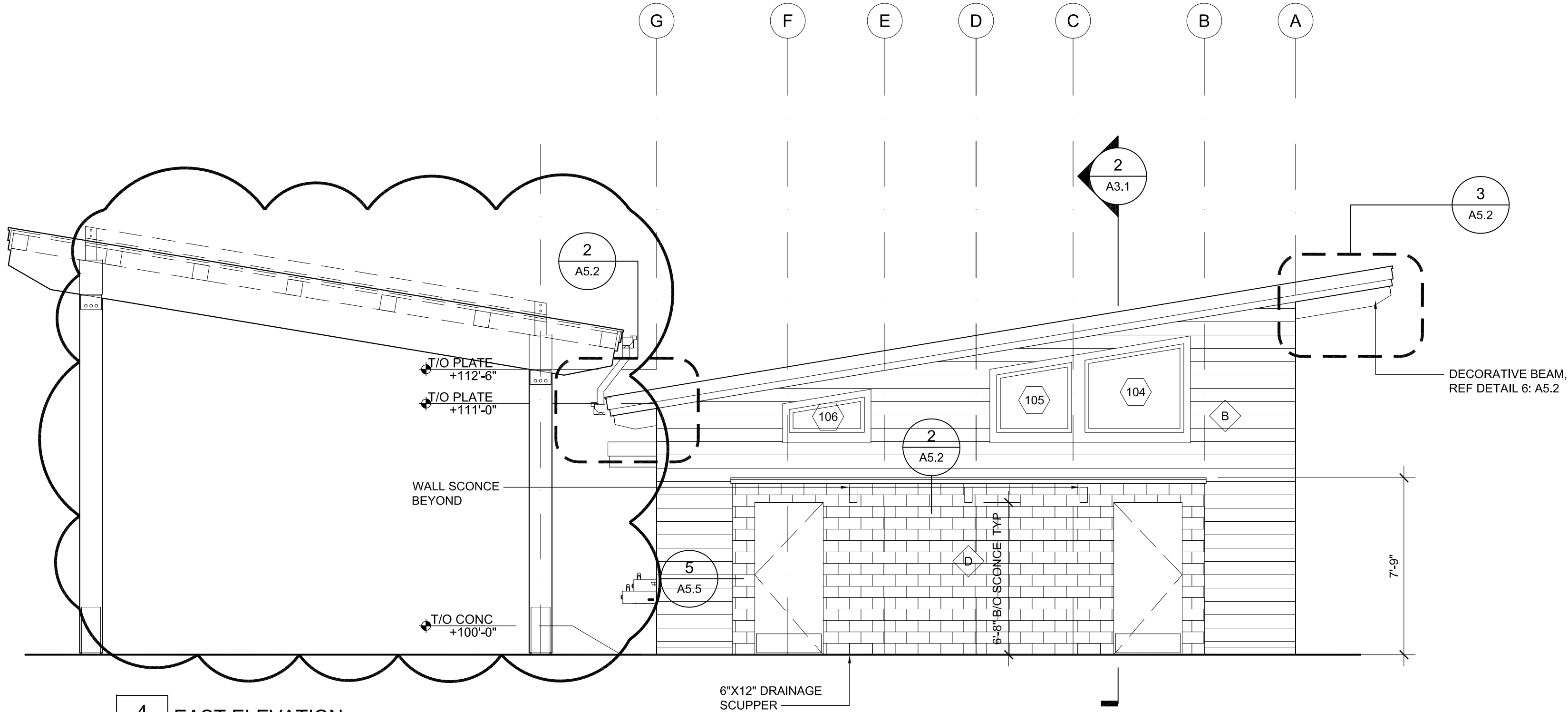
6 MEN'S ENTRY ELEVATION
A2.1 1/4" = 1'-0"



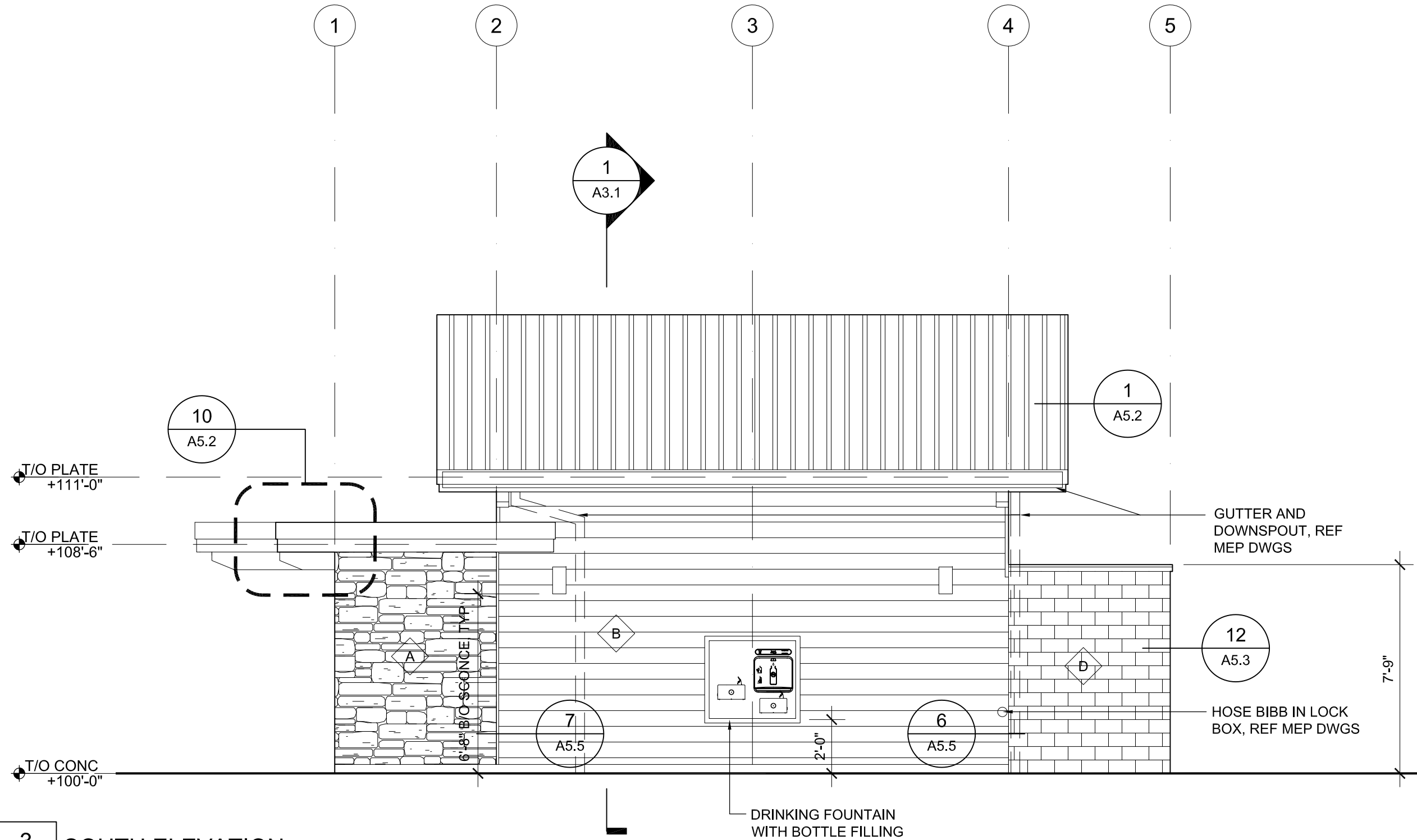
5 WOMEN'S ENTRY ELEVATION
A2.1 1/4" = 1'-0"

EXTERIOR ELEVATION SHEET GENERAL NOTES

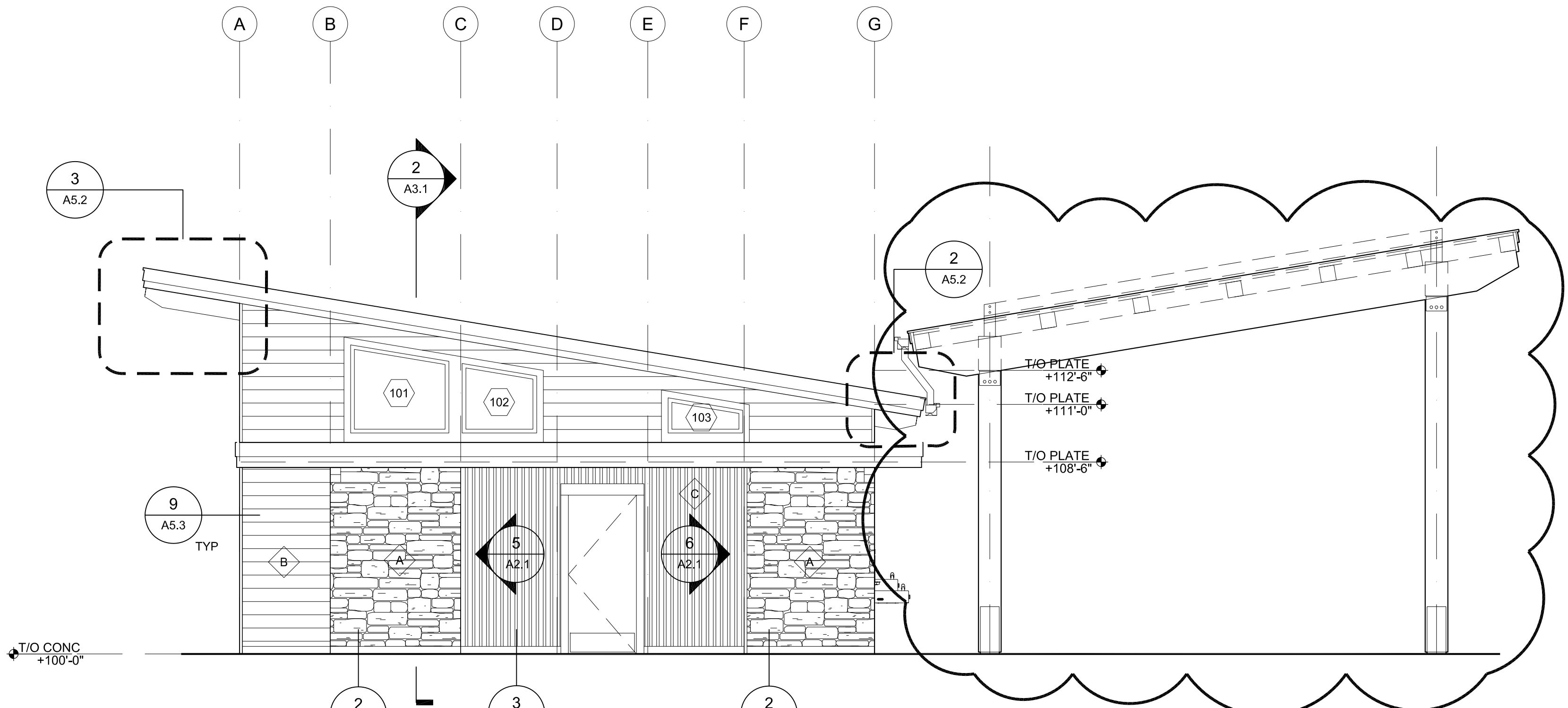
- EXTERIOR WALL FINISHES INDICATED ON ELEVATIONS
- SEE TAGS BELOW FOR MATERIALS:
 - A THINSTONE VENEER, REF PLANS FOR LOCATION, REF DETAIL 3 : A5.1
 - B HORIZONTAL 1 X10 CHANNEL RUSTIC SIDING REF DETAIL 1 : A5.3
 - C CORRUGATED METAL SIDING, "CORTEN AZP," REF DETAIL 2 : A5.3
 - D 6" CMU BLOCK, REF PLANS FOR LOCATION, REF DETAIL 2 : A5.1
- STONE HATCH INDICATED ON THE EXTERIOR ELEVATIONS REPRESENTS LOCATION OF STONE VENEER ONLY AND SHOULD NOT BE REFERENCED FOR PATTERN, STYLE OR SIZE.
- REFERENCE ROOF PLAN FOR LOCATIONS OF GUTTERS, AND OTHER ROOF COMPONENTS NOT INDICATED ON EXTERIOR ELEVATIONS.



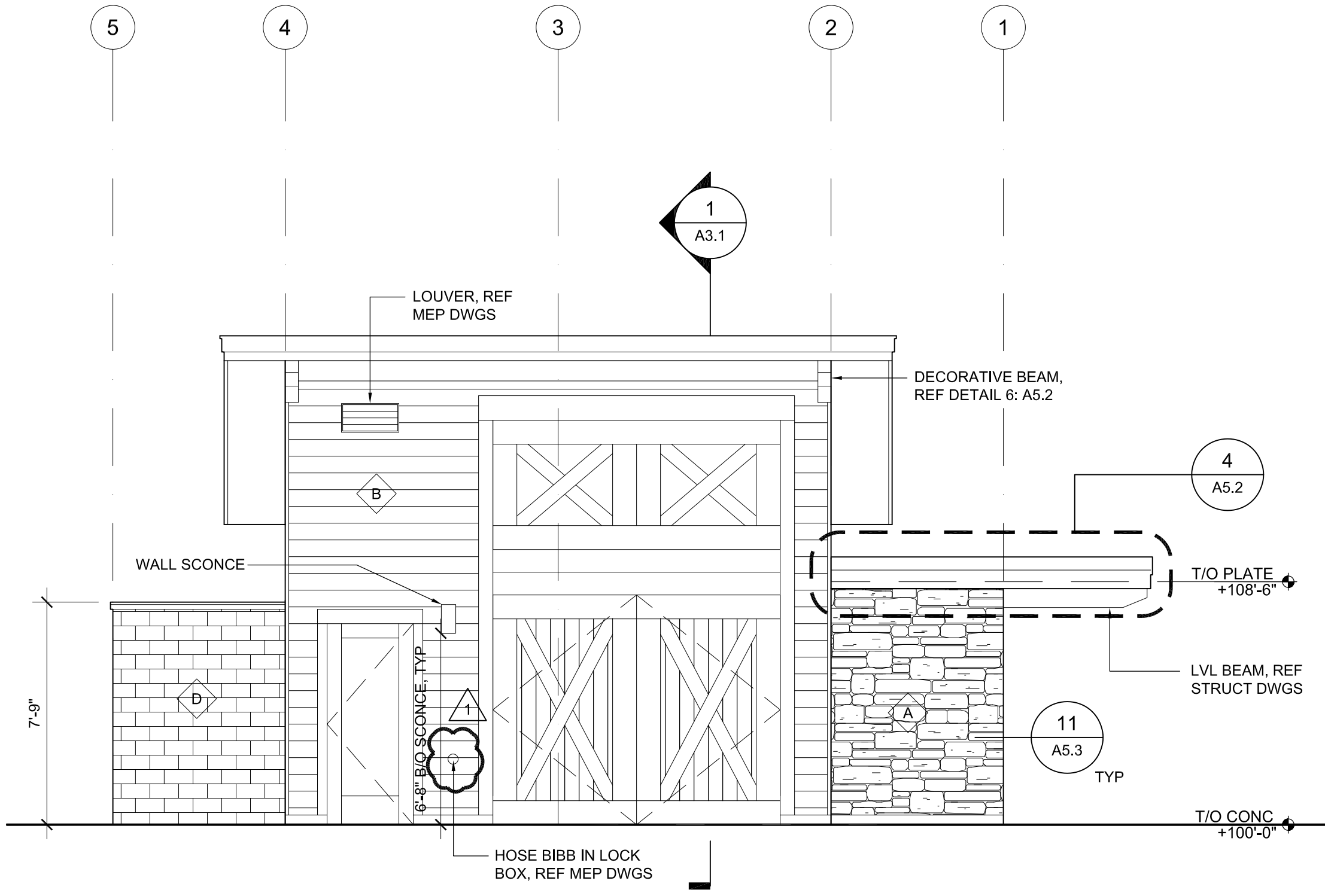
4 EAST ELEVATION
A2.1 1/4" = 1'-0"



3 SOUTH ELEVATION
A2.1 1/4" = 1'-0"



2 WEST ELEVATION
A2.1 1/4" = 1'-0"



1 NORTH ELEVATION
A2.1 1/4" = 1'-0"

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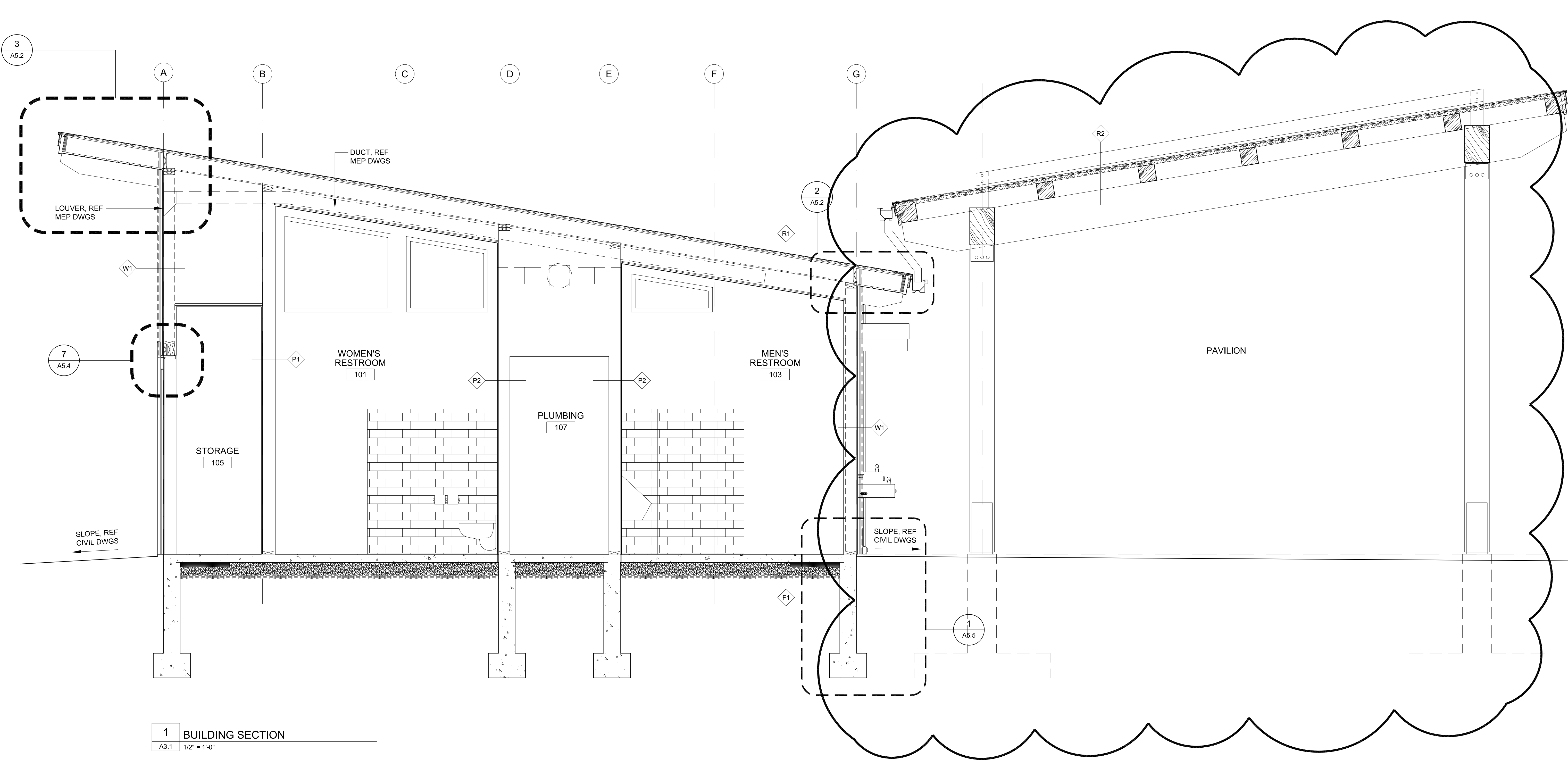
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RESTROOMS
ELEVATIONS

PROJECT No. 20162490	DATE 10/24/17
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TRV BY DK	

SHEET No.
A2.1
SCALE: 1/4" = 1'-0"



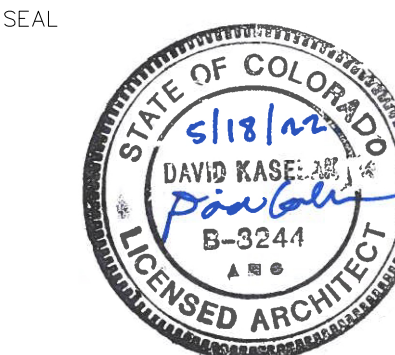
1 BUILDING SECTION
A3.1 1/2" = 1'-0"

BUILDING SECTION SHEET GENERAL NOTES

1. BUILDING SECTIONS ARE TO SHOW GENERAL RELATIONSHIPS OF INTERIOR SPACES ONLY. SEE OTHER SHEET DRAWINGS AND DETAILS FOR ACTUAL LAYOUT, QUANTITY, AND DIMENSIONS OF COMPONENTS.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER UNDER FRAMING TO ACHIEVE SPECIFIED CEILING HEIGHTS.
3. WATERPROOFING, INSULATION, VAPOR RETARDER, AND OTHER ASSEMBLY COMPONENTS NOT SHOWN FOR CLARITY. REFER TO TYPICAL ASSEMBLY DETAILS FOR FLOOR, WALL, AND ROOF ASSEMBLIES.
4. REFER STRUCT DWGS FOR FDN WALLS AND FOOTING DEPTHS

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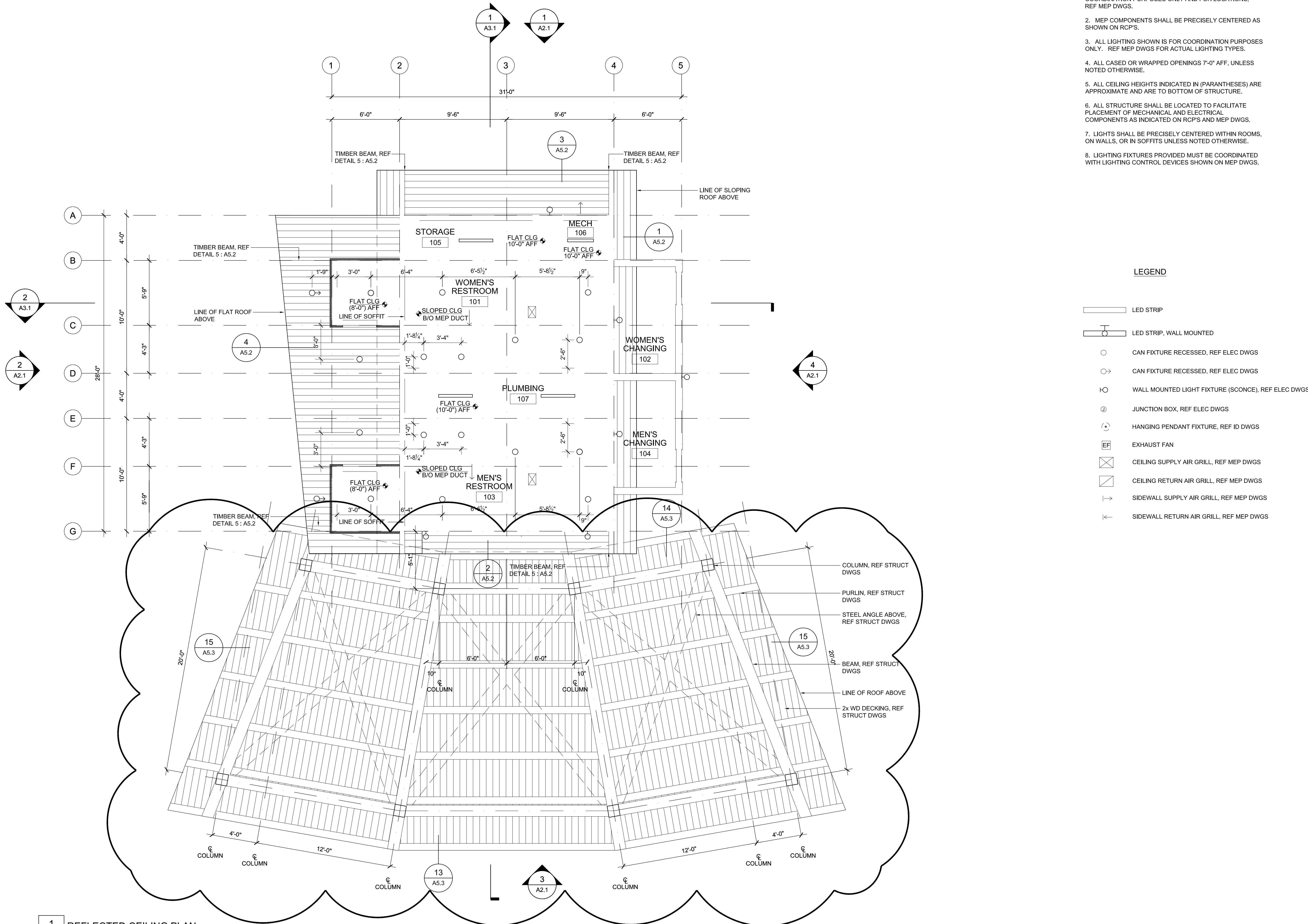
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G	5/18/22	PAVILION PERMIT SET

RESTROOMS
SECTION

PROJECT No. 20162490	DATE 10/24/17	
DRAWN BY PR	CHK BY DK	TRV BY DK

SHEET No.
A3.1
SCALE: 1/2" = 1'-0"



RCP SHEET GENERAL NOTES

1. MEP SYSTEM AND COMPONENTS ARE INDICATED FOR OWNER'S CONTRACTOR. RCP'S PROVIDED FOR GENERAL COORDINATION PURPOSES ONLY AND FOR LOCATIONS. REF MEP DWGS.
2. MEP COMPONENTS SHALL BE PRECISELY CENTERED AS SHOWN ON RCP'S.
3. ALL LIGHTING SHOWN IS FOR COORDINATION PURPOSES ONLY. REF MEP DWGS FOR ACTUAL LIGHTING TYPES.
4. ALL CASED OR WRAPPED OPENINGS 7'-0" AFF, UNLESS NOTED OTHERWISE.
5. ALL CEILING HEIGHTS INDICATED IN (PARANTHESES) ARE APPROXIMATE AND ARE TO BOTTOM OF STRUCTURE.
6. ALL STRUCTURE SHALL BE LOCATED TO FACILITATE PLACEMENT OF MECHANICAL AND ELECTRICAL COMPONENTS AS INDICATED ON RCP'S AND MEP DWGS.
7. LIGHTS SHALL BE PRECISELY CENTERED WITHIN ROOMS, ON WALLS, OR IN SOFFITS UNLESS NOTED OTHERWISE.
8. LIGHTING FIXTURES PROVIDED MUST BE COORDINATED WITH LIGHTING CONTROL DEVICES SHOWN ON MEP DWGS.

LEGEND

- LED STRIP
- LED STRIP, WALL MOUNTED
- CAN FIXTURE RECESSED, REF ELEC DWGS
- CAN FIXTURE RECESSED, REF ELEC DWGS
- WALL MOUNTED LIGHT FIXTURE (SCONCE), REF ELEC DWGS
- JUNCTION BOX, REF ELEC DWGS
- HANGING PENDANT FIXTURE, REF ID DWGS
- EXHAUST FAN
- CEILING SUPPLY AIR GRILL, REF MEP DWGS
- CEILING RETURN AIR GRILL, REF MEP DWGS
- SIDEWALL SUPPLY AIR GRILL, REF MEP DWGS
- SIDEWALL RETURN AIR GRILL, REF MEP DWGS

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REFLECTED
CEILING PLAN

PROJECT No.
20162490

DATE
10/24/17

DRAWN BY

CHK BY

TRV BY

SHEET No.

A4.1

SCALE: 1/4" = 1'-0"

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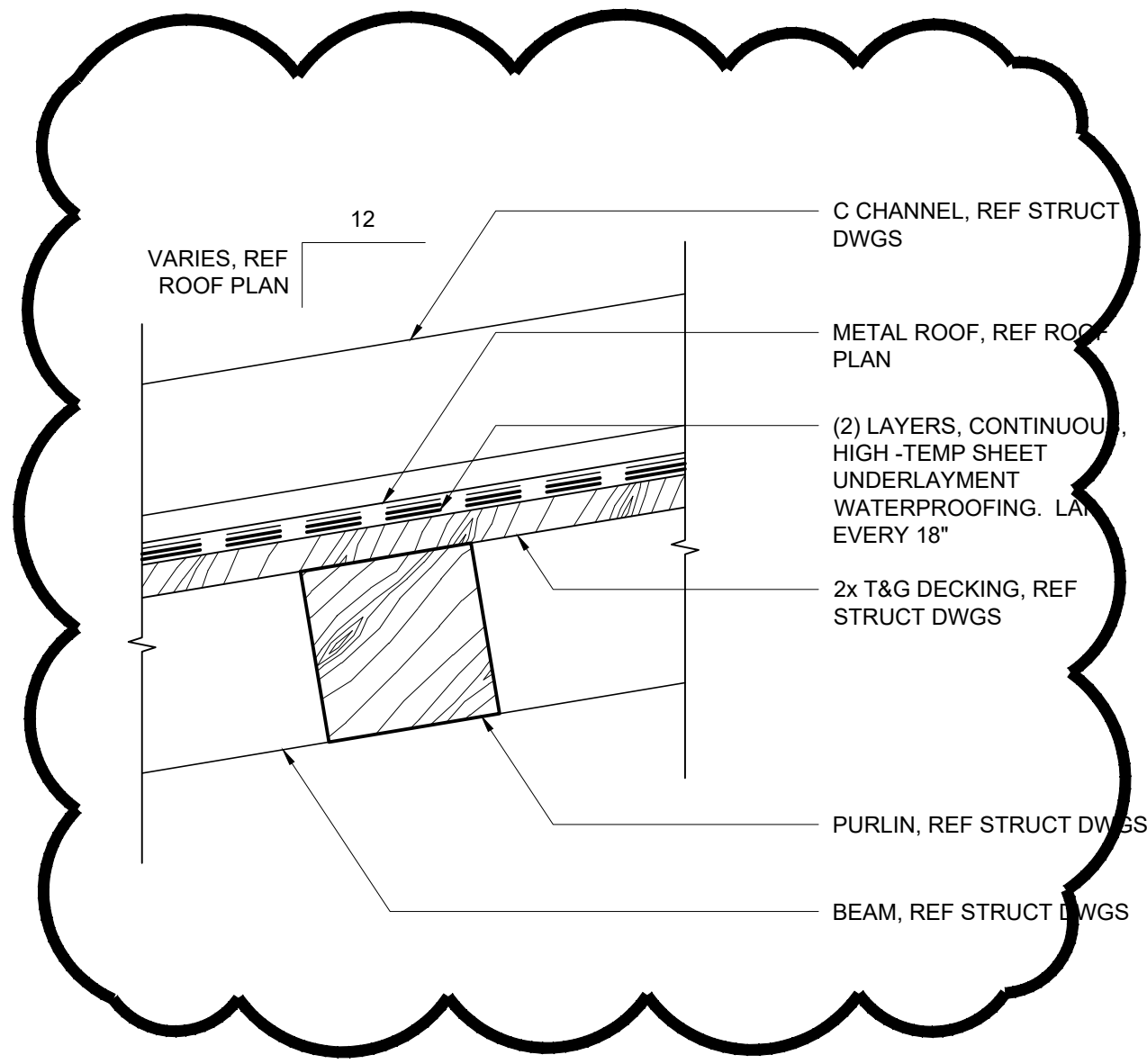
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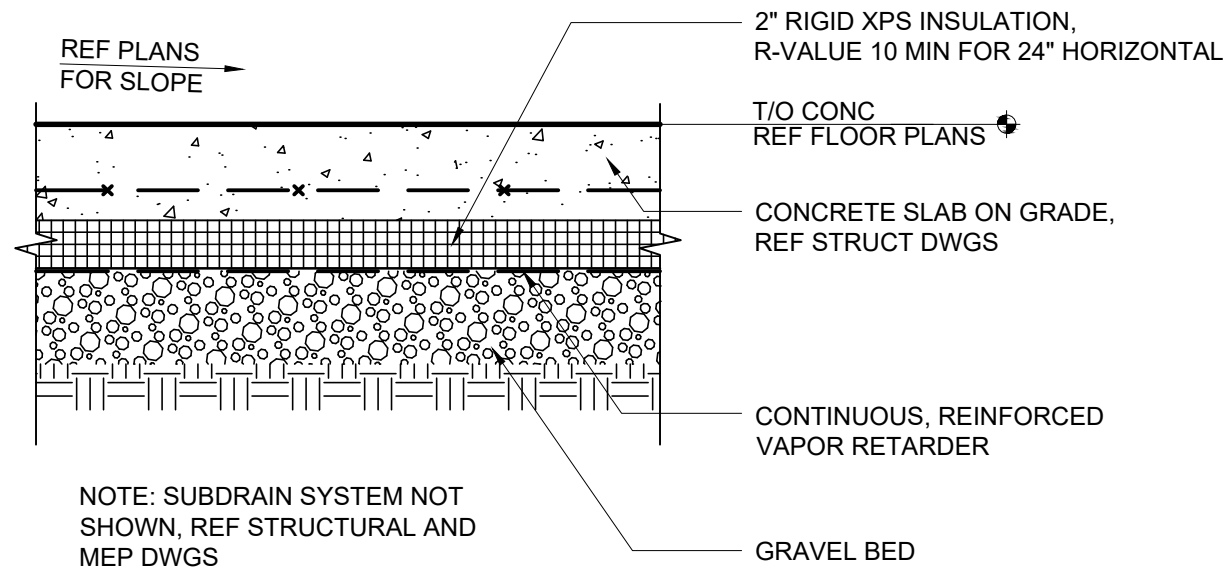
EXHIBIT C 7 of 14

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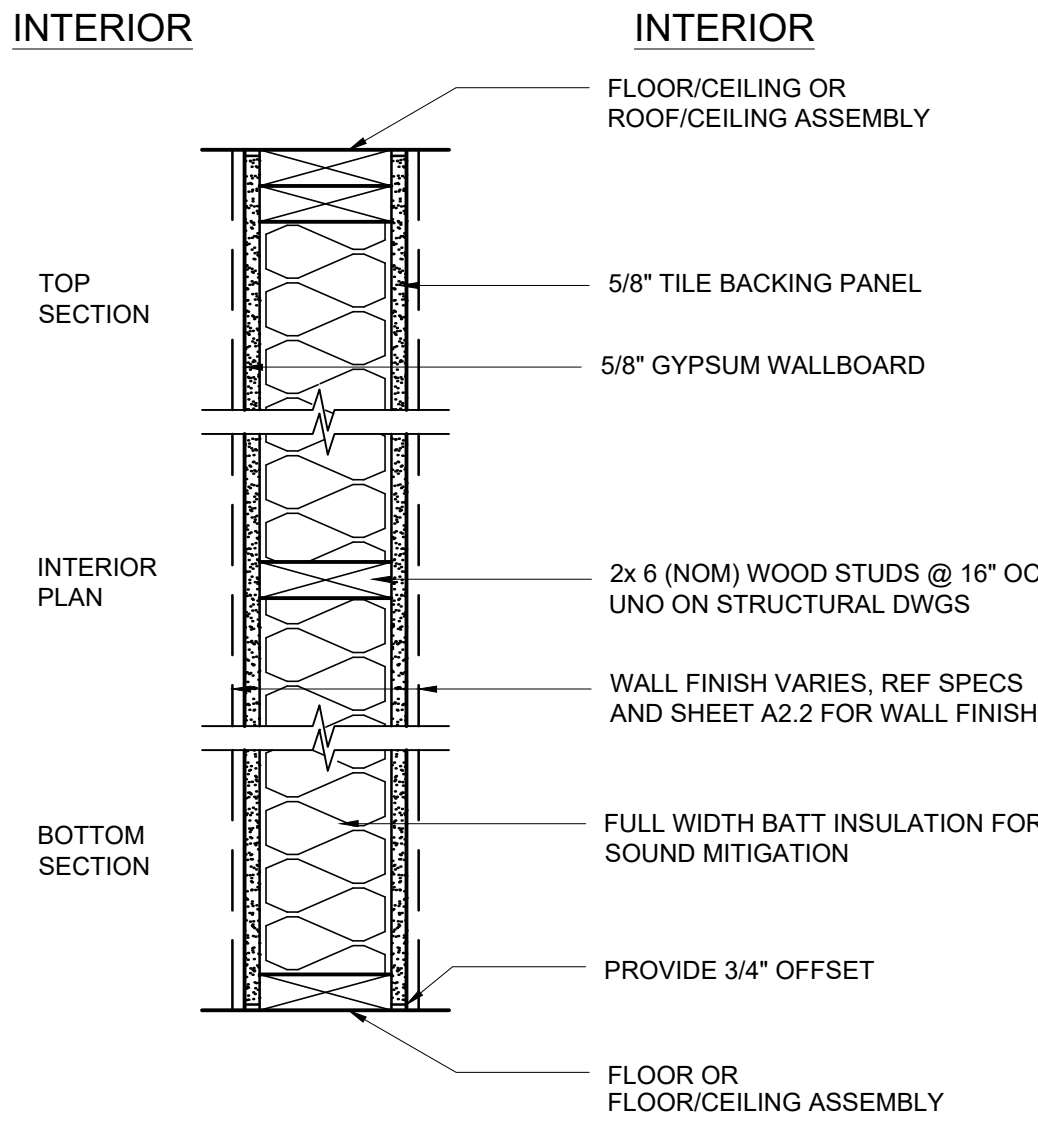
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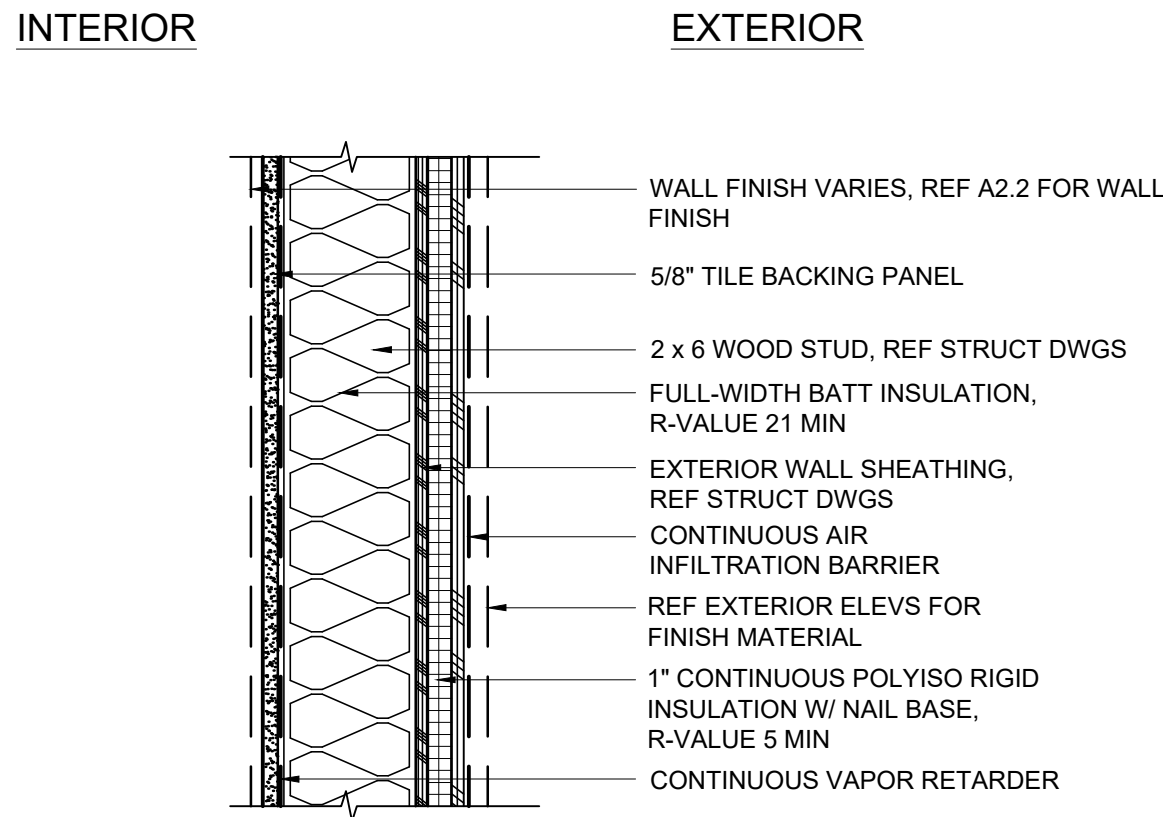
10 ROOF ASSEMBLY TYPE R2
A5.1 1-1/2" = 1'-0"



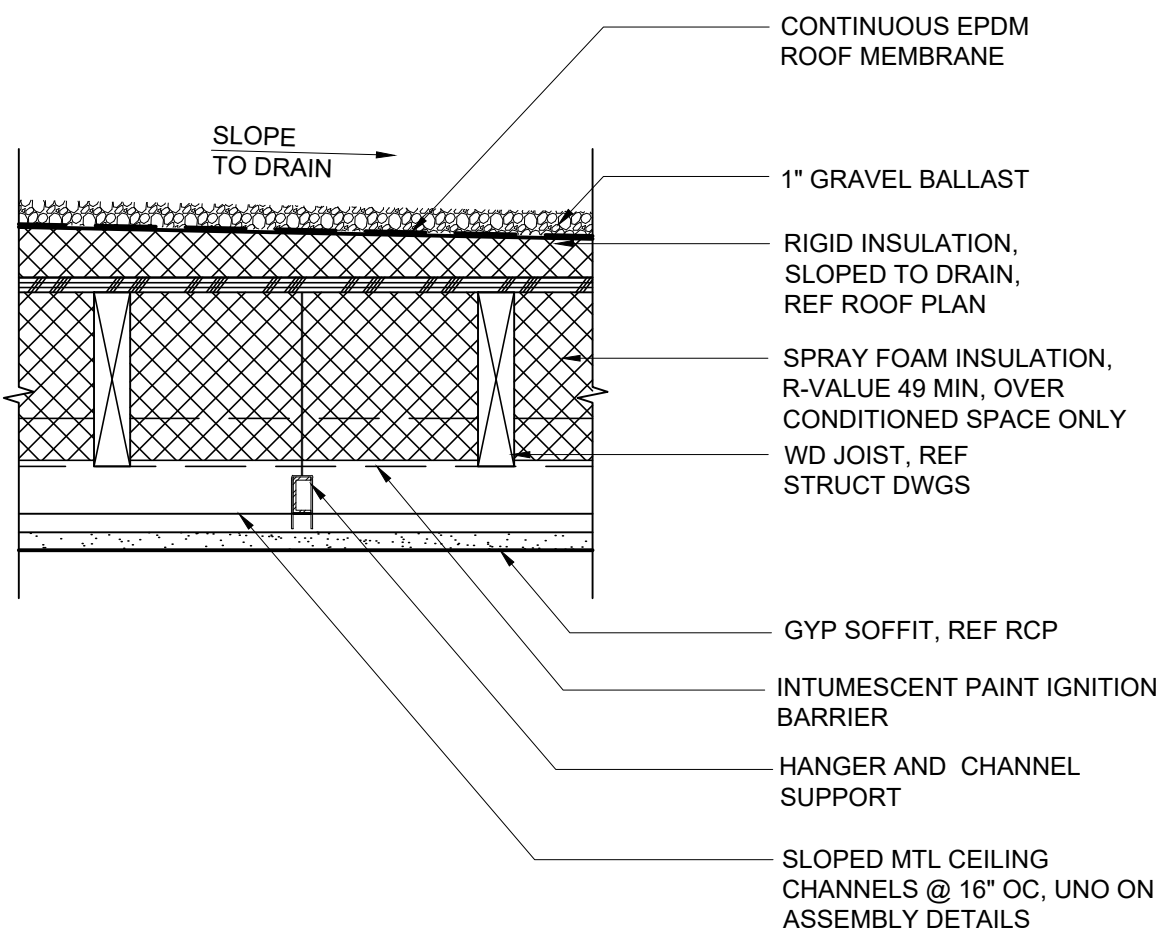
7 FLOOR ASSEMBLY TYPE F1
A5.1 1-1/2" = 1'-0"



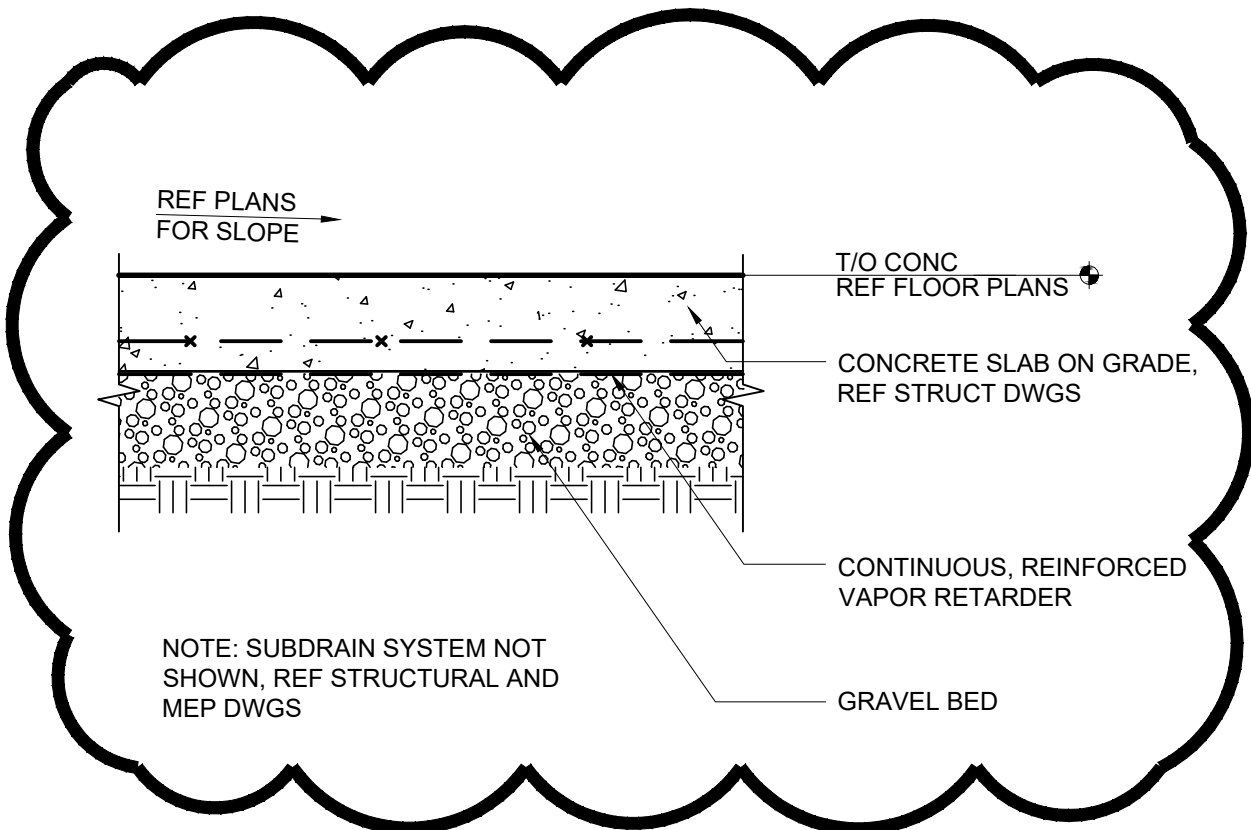
4 INTERIOR WALL ASSEMBLY TYPE P1
A5.1 1-1/2" = 1'-0"



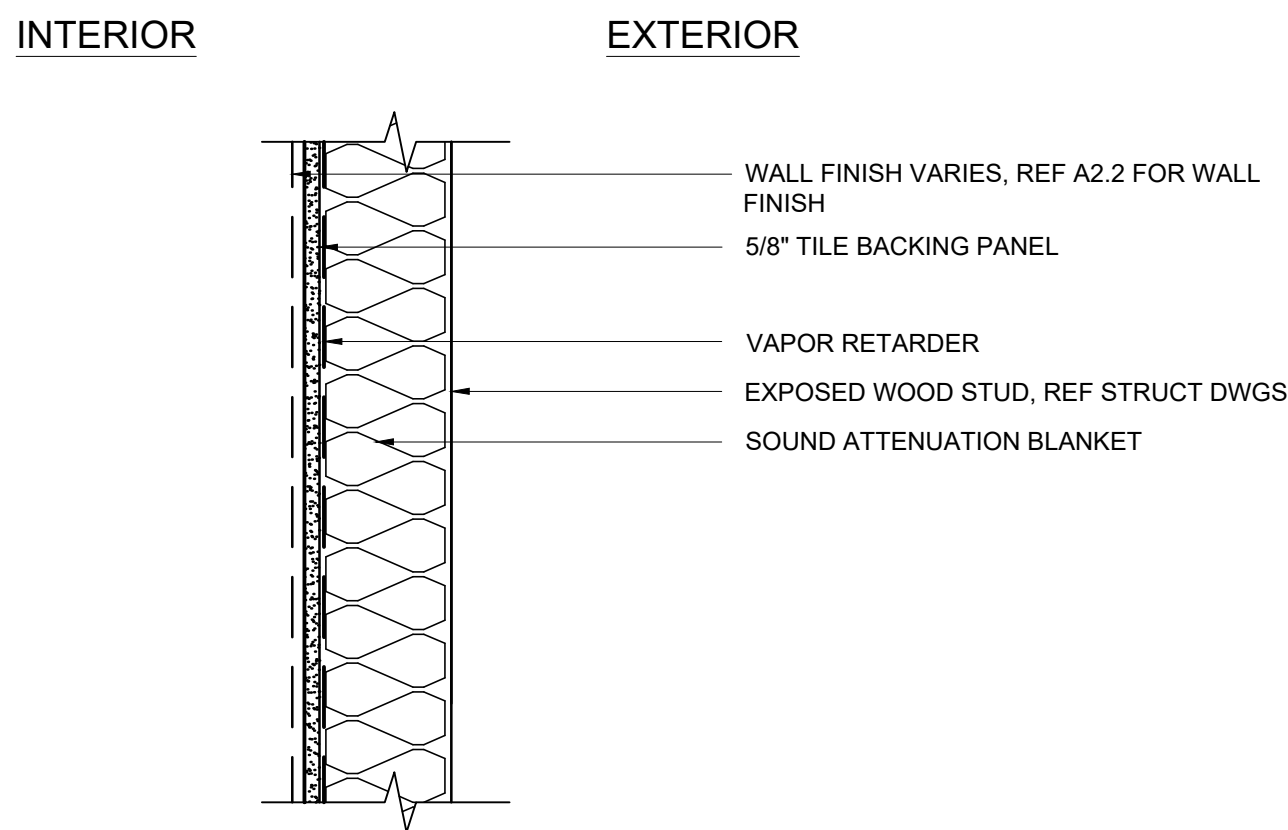
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A5.1 1-1/2" = 1'-0"



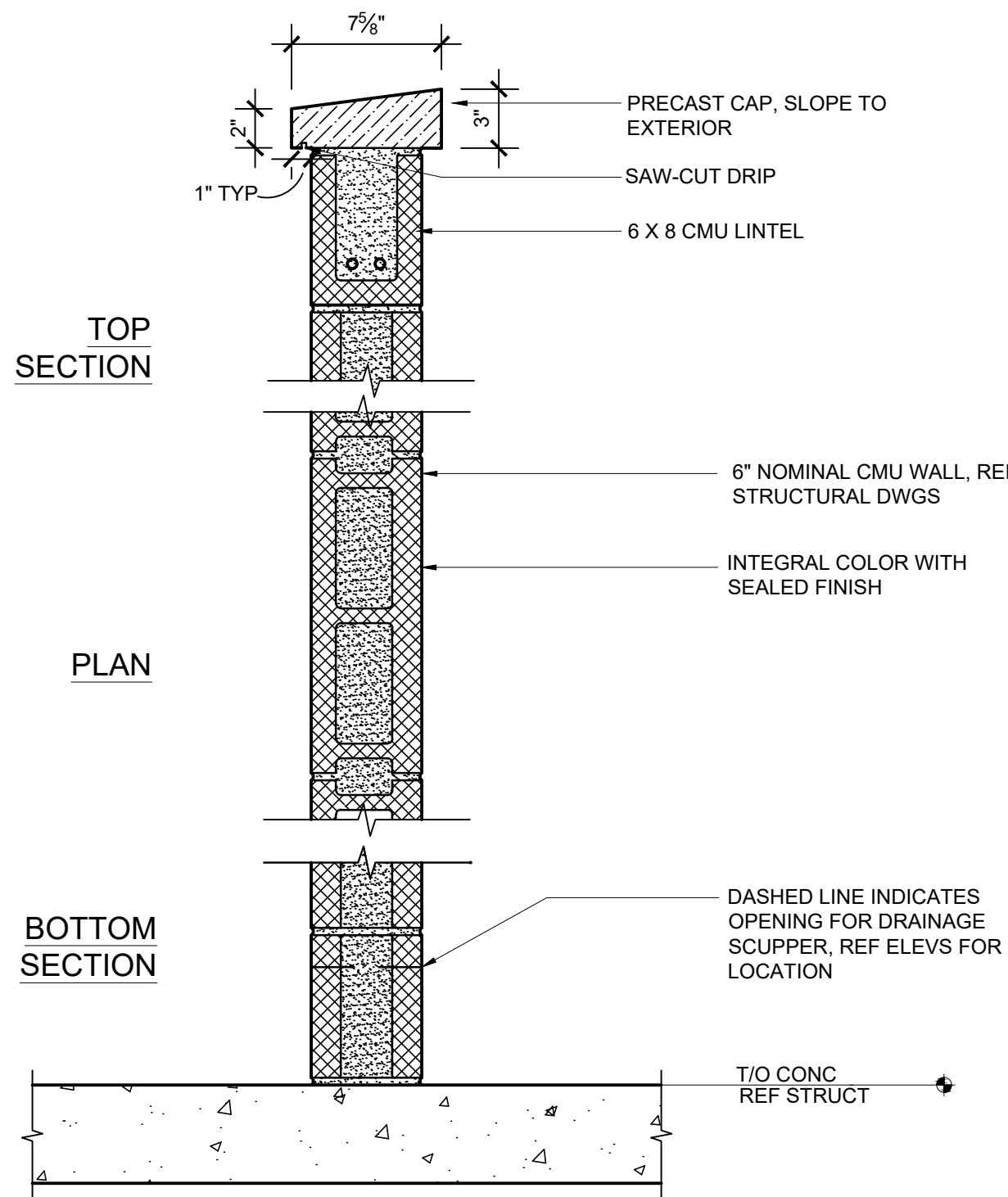
11 ROOF ASSEMBLY TYPE R3
A5.1 1-1/2" = 1'-0"



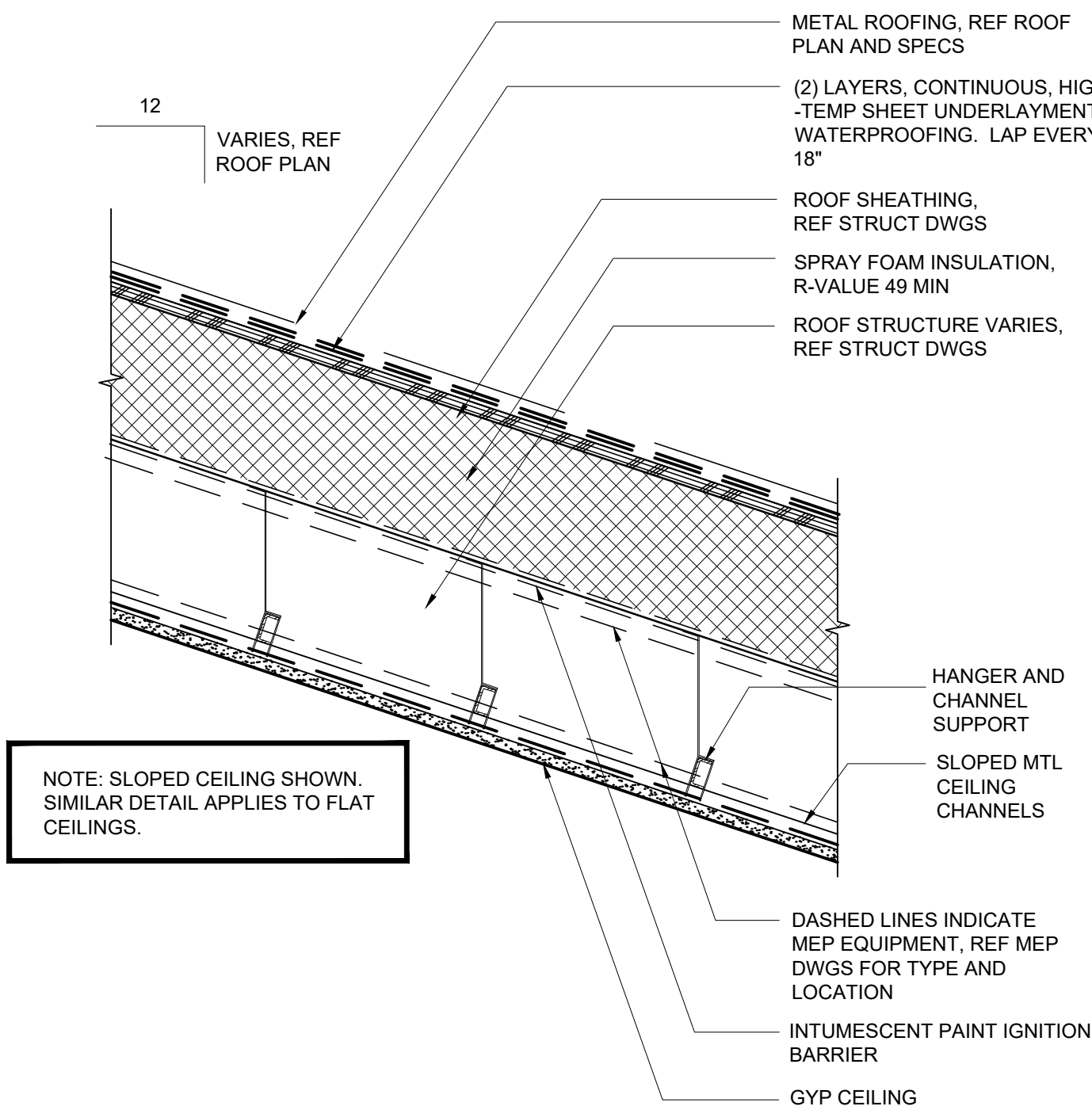
8 FLOOR ASSEMBLY TYPE F2
A5.1 1-1/2" = 1'-0"



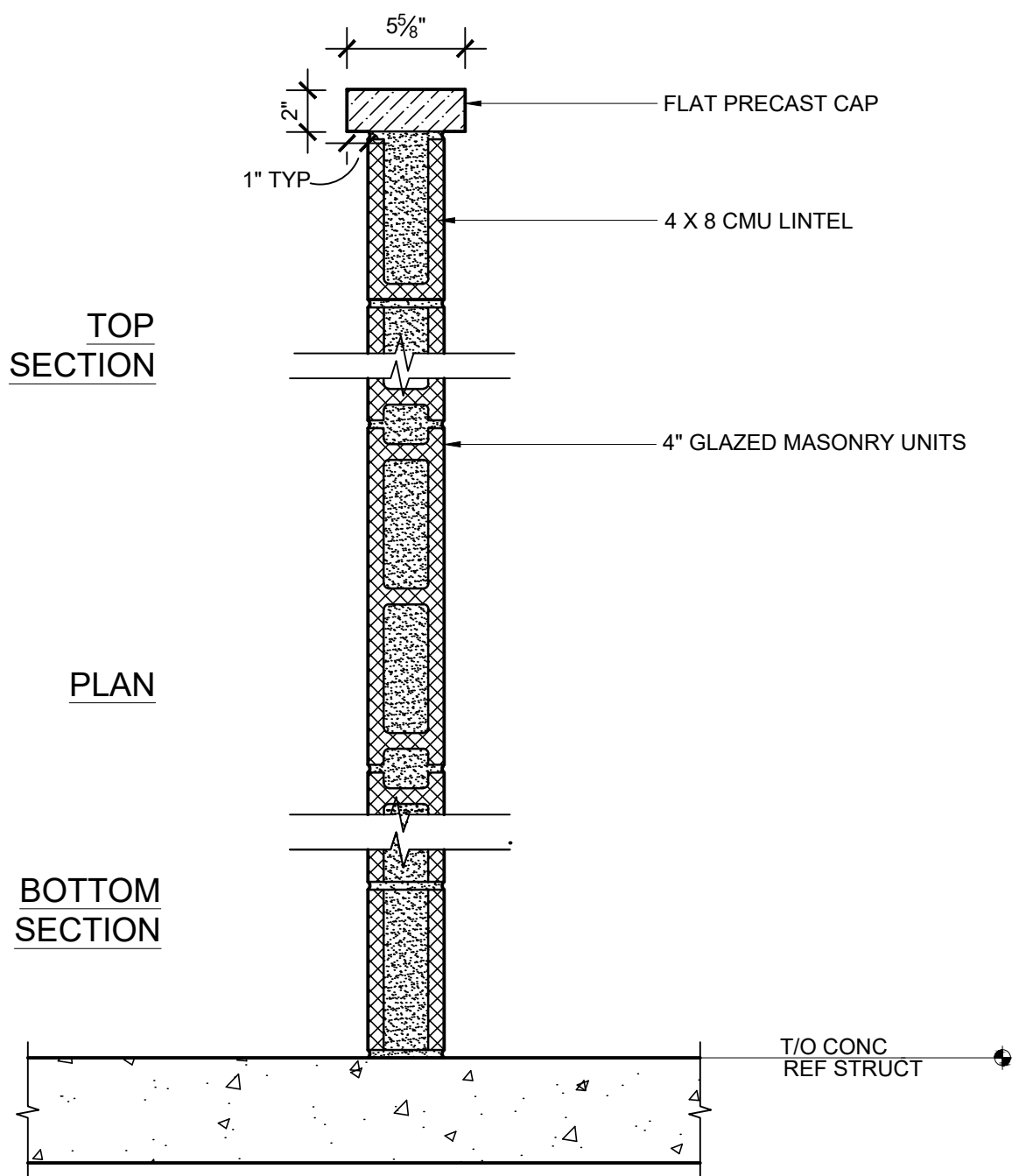
5 INTERIOR WALL ASSEMBLY TYPE P2
A5.1 1-1/2" = 1'-0"



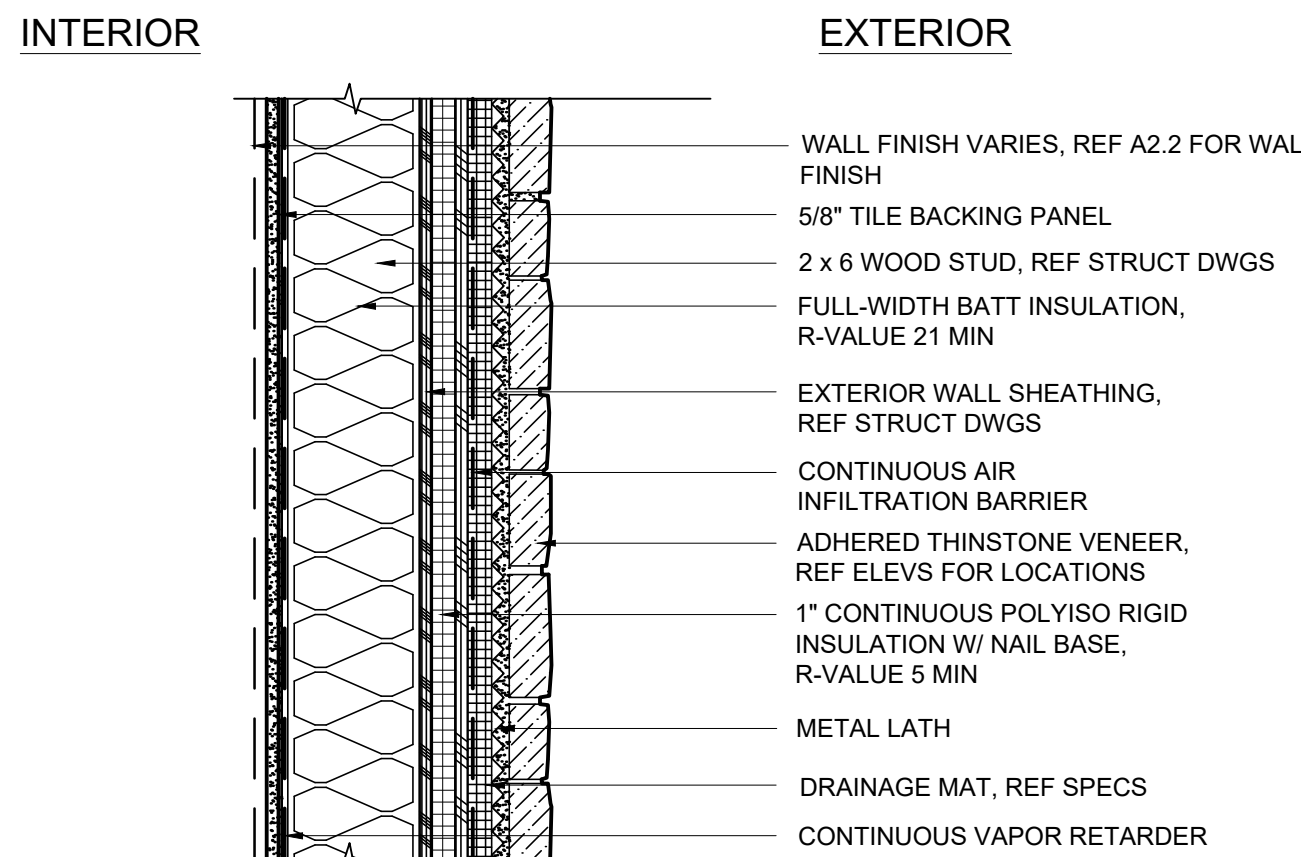
2 EXTERIOR WALL ASSEMBLY TYPE W2
A5.1 1-1/2" = 1'-0"



9 ROOF ASSEMBLY TYPE R1
A5.1 1-1/2" = 1'-0"



6 INTERIOR WALL ASSEMBLY TYPE P3
A5.1 1-1/2" = 1'-0"



3 EXTERIOR WALL ASSEMBLY TYPE W3
A5.1 1-1/2" = 1'-0"

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G	5/18/22	PAVILION PERMIT SET

PROJECT No.
20162490

DATE
10/24/17

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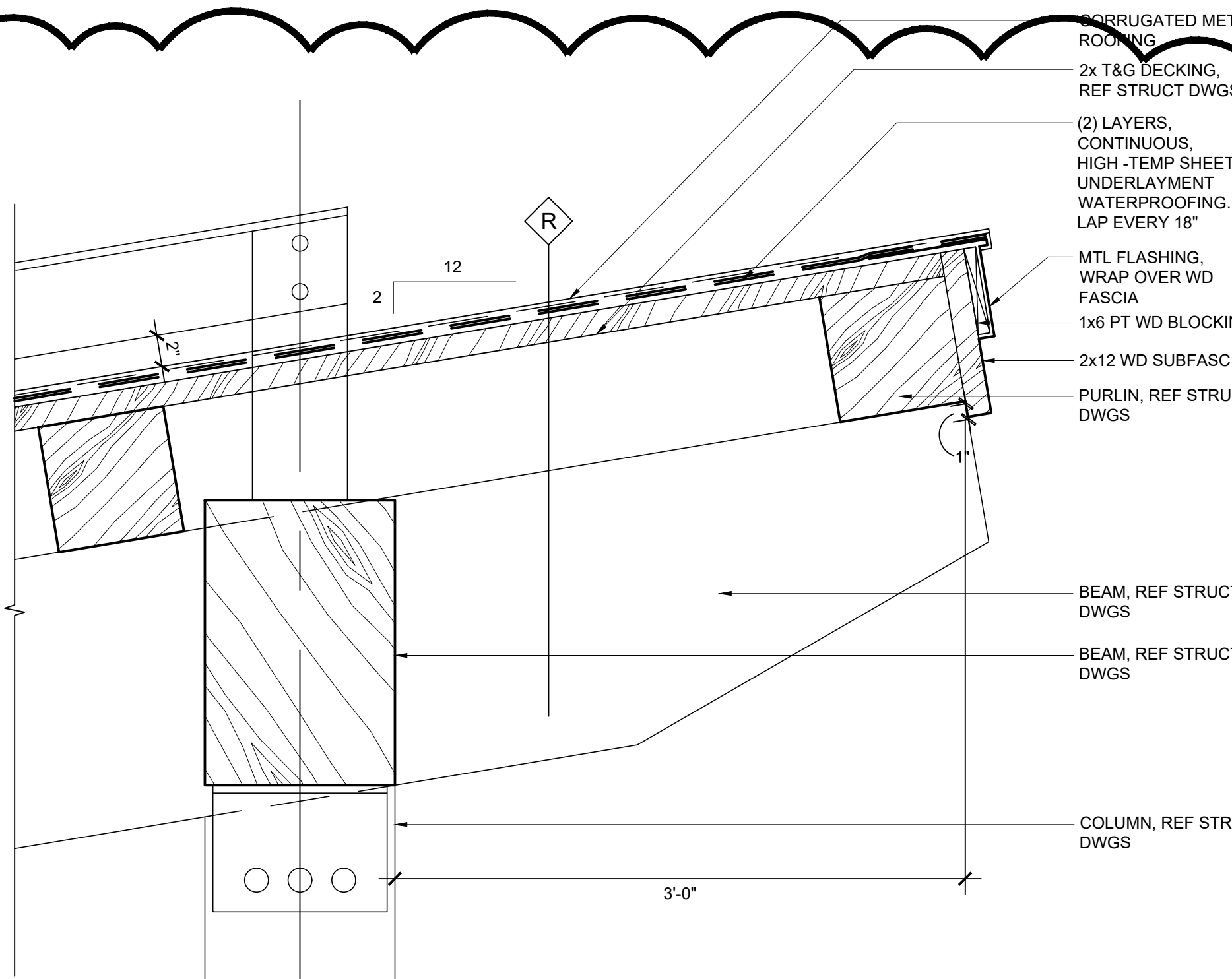
SHEET No.
A5.1

SCALE: 1-1/2" = 1'-0"

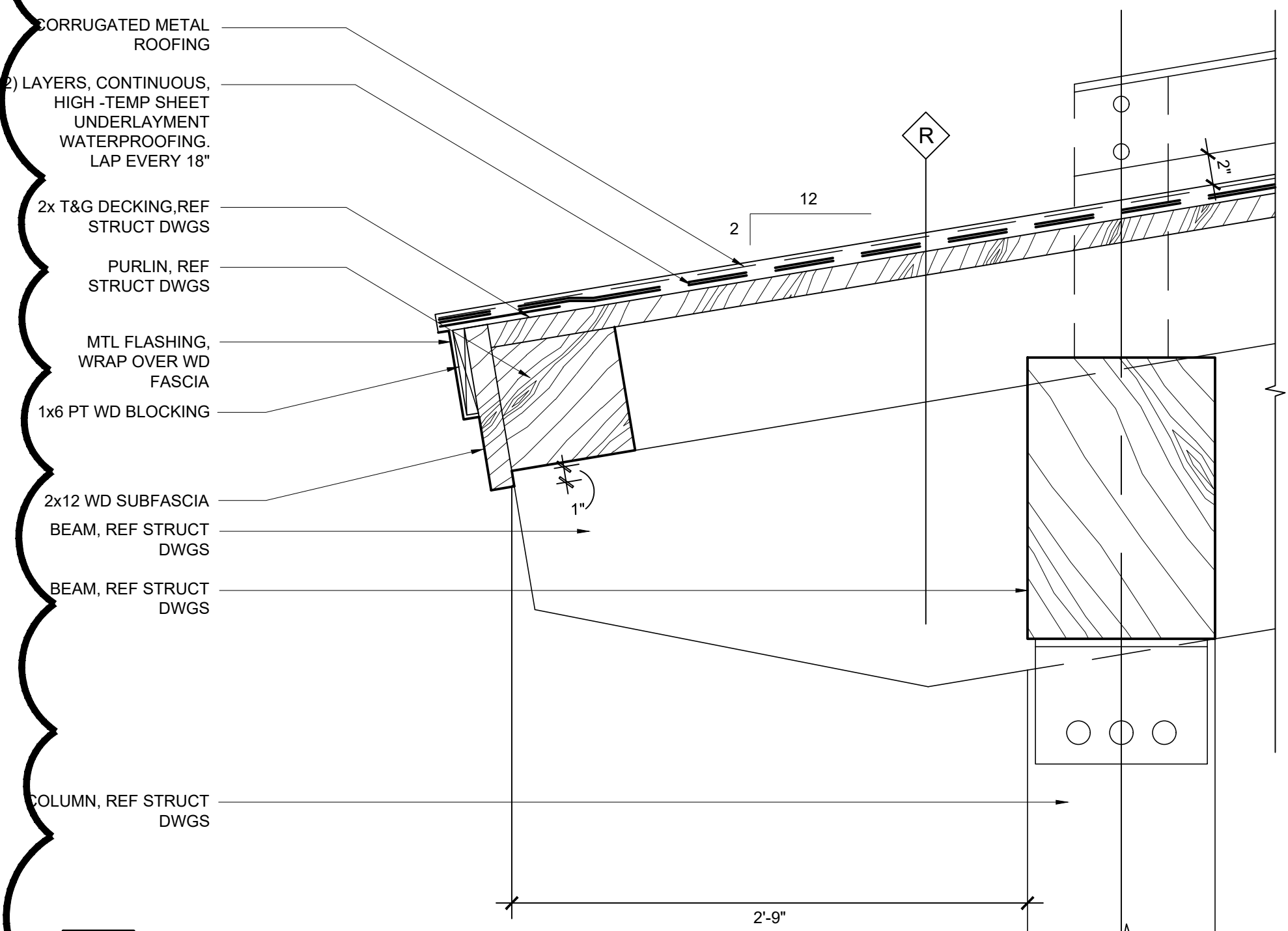
EXHIBIT C 8 of 14

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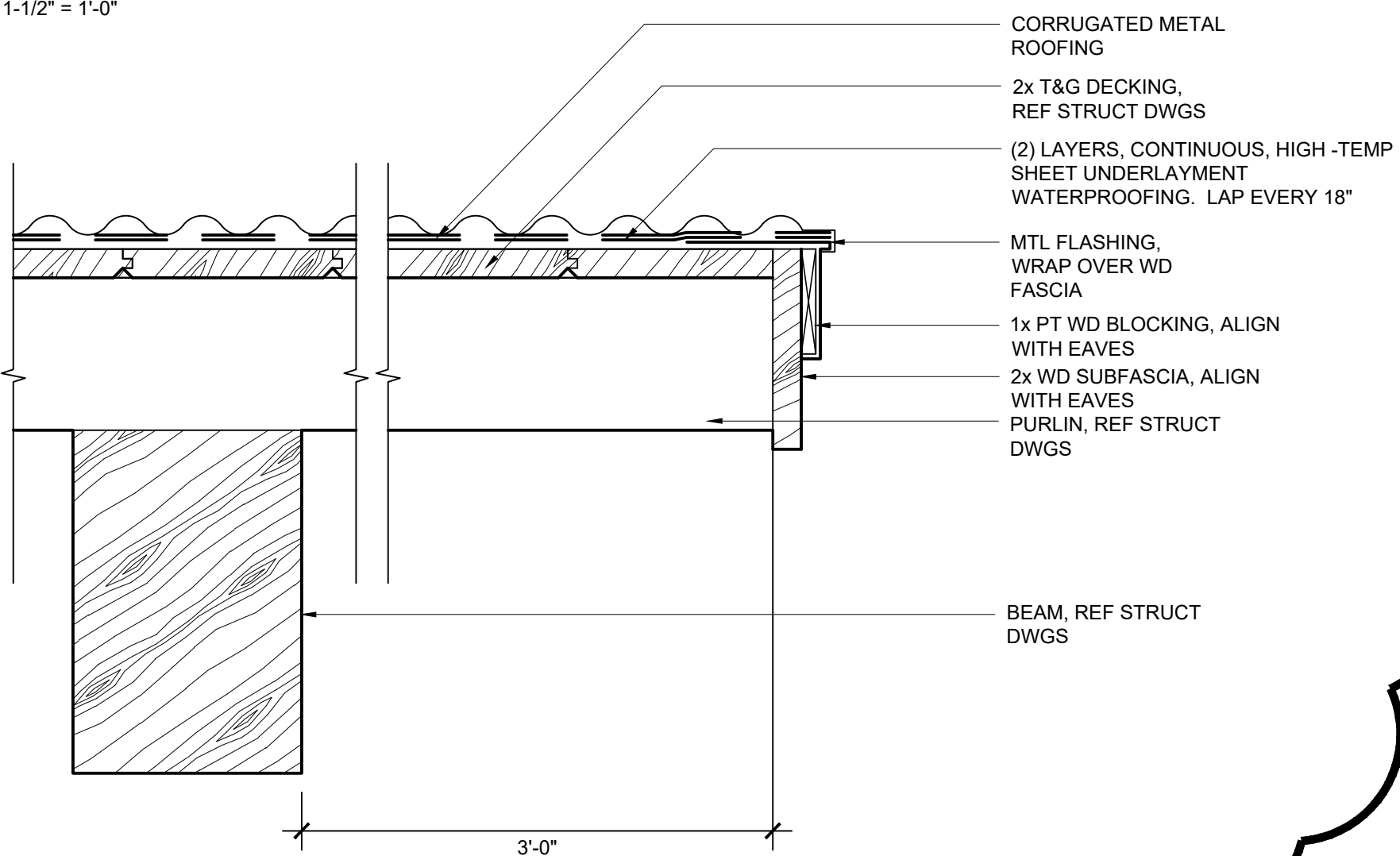
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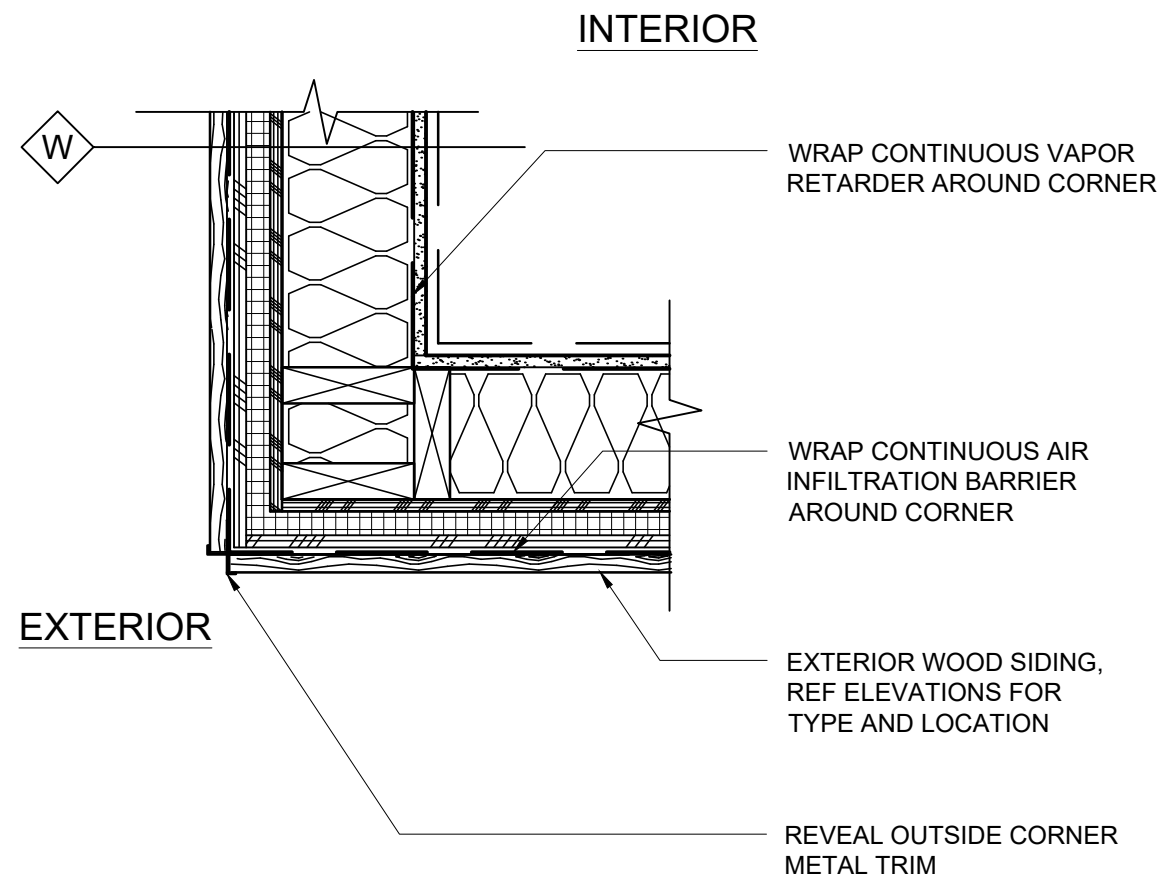
13 TYPICAL PAVILION HIGH EAVE DETAIL
A5.3 1-1/2" = 1'-0"



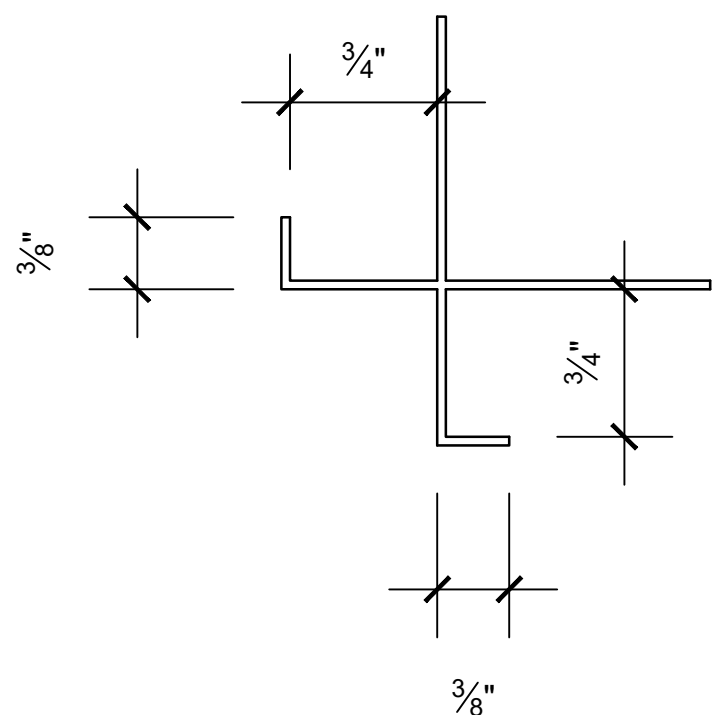
14 TYPICAL PAVILION LOW EAVE DETAIL
A5.3 1-1/2" = 1'-0"



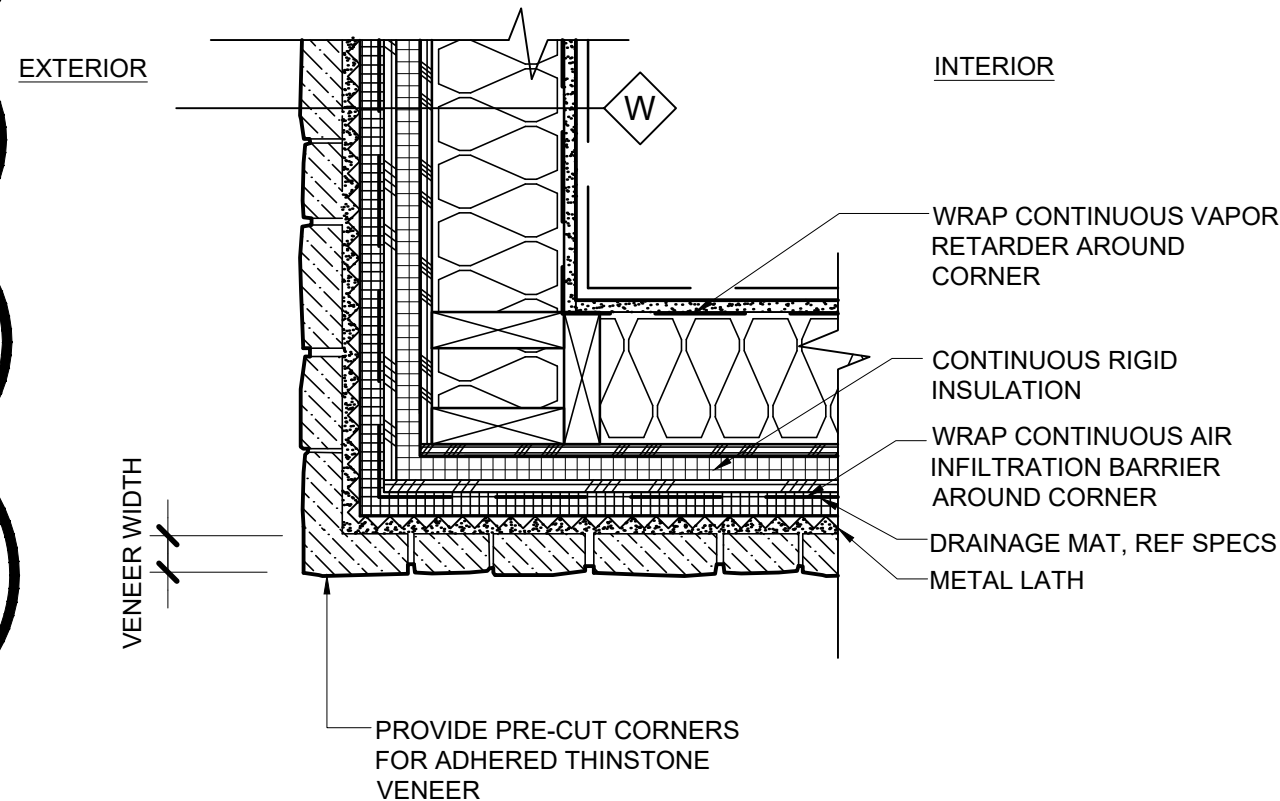
15 TYPICAL PAVILION RAKE DETAIL
A5.3 1-1/2" = 1'-0"



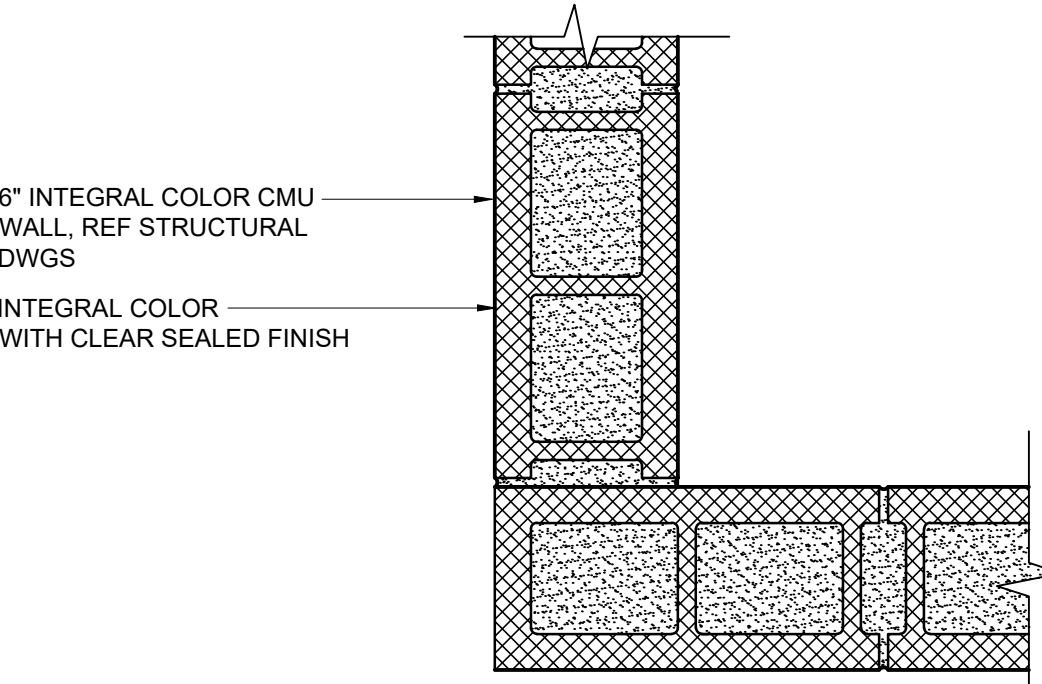
9 EXTERIOR CORNER AT WOOD SIDING
A5.3 1-1/2" = 1'-0"



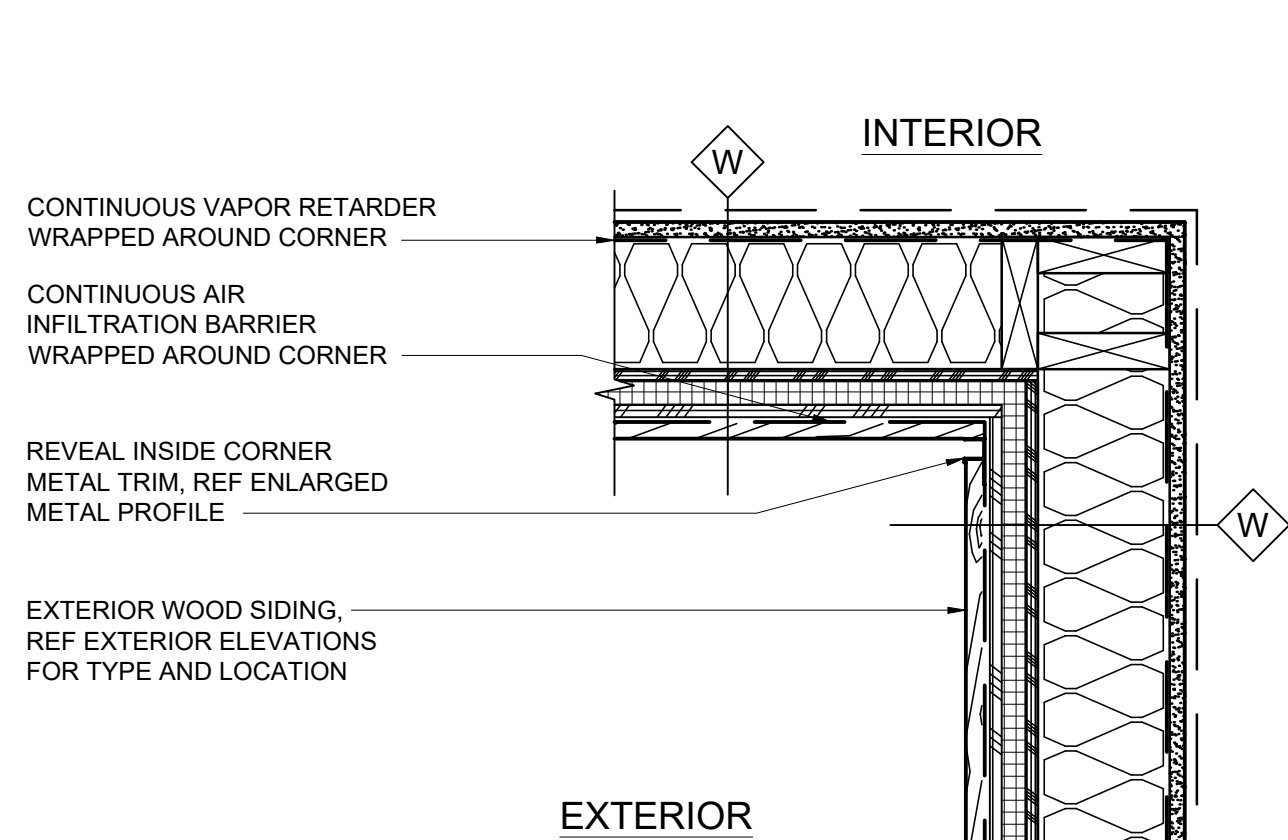
10 ENLARGED PROFILE AT EXTERIOR CORNER WOOD SIDING
A5.3 1'-0" = 1'-0"



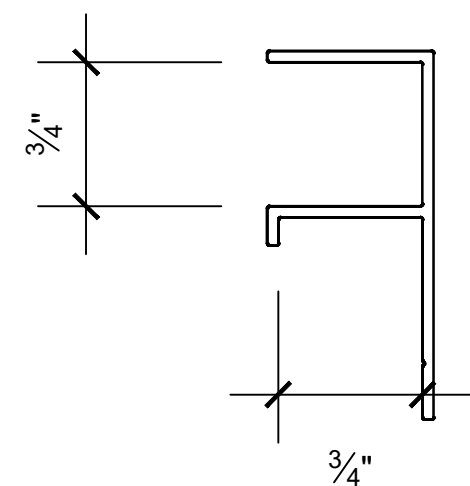
11 EXTERIOR CORNER AT STONE VENEER
A5.3 1-1/2" = 1'-0"



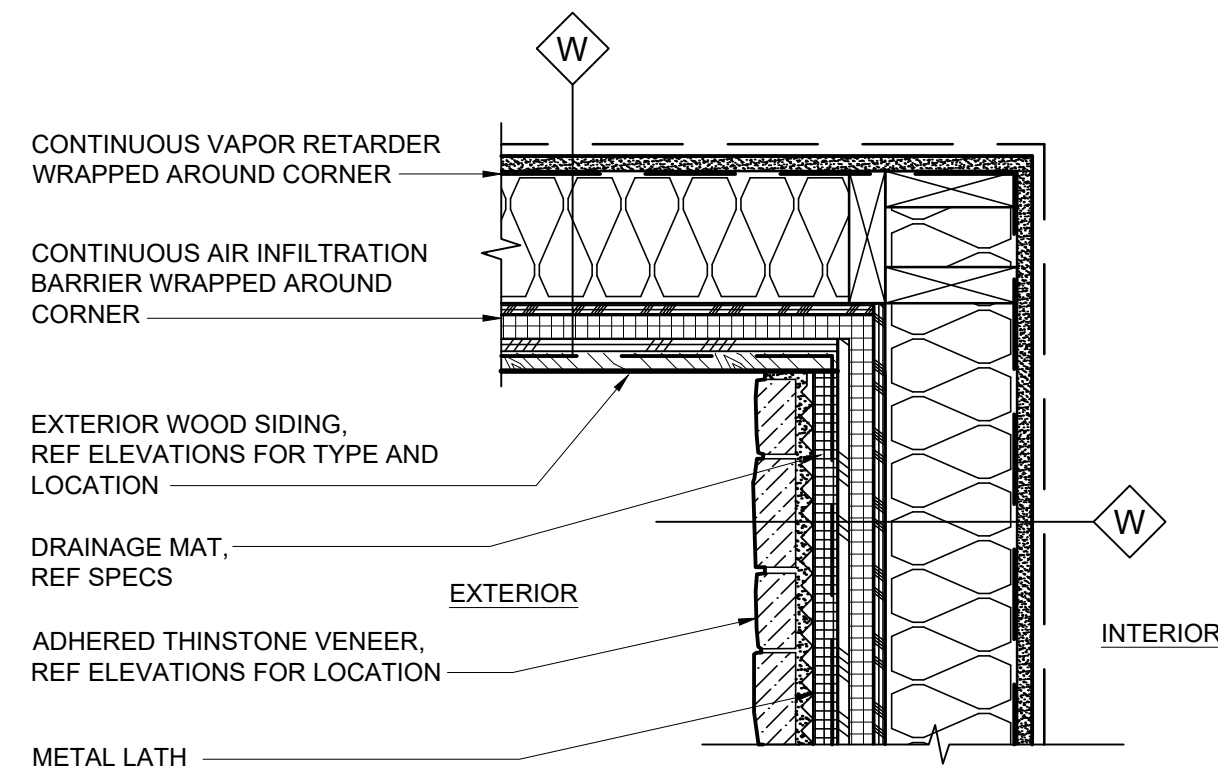
12 EXTERIOR CORNER AT CMU WALLS
A5.3 1-1/2" = 1'-0"



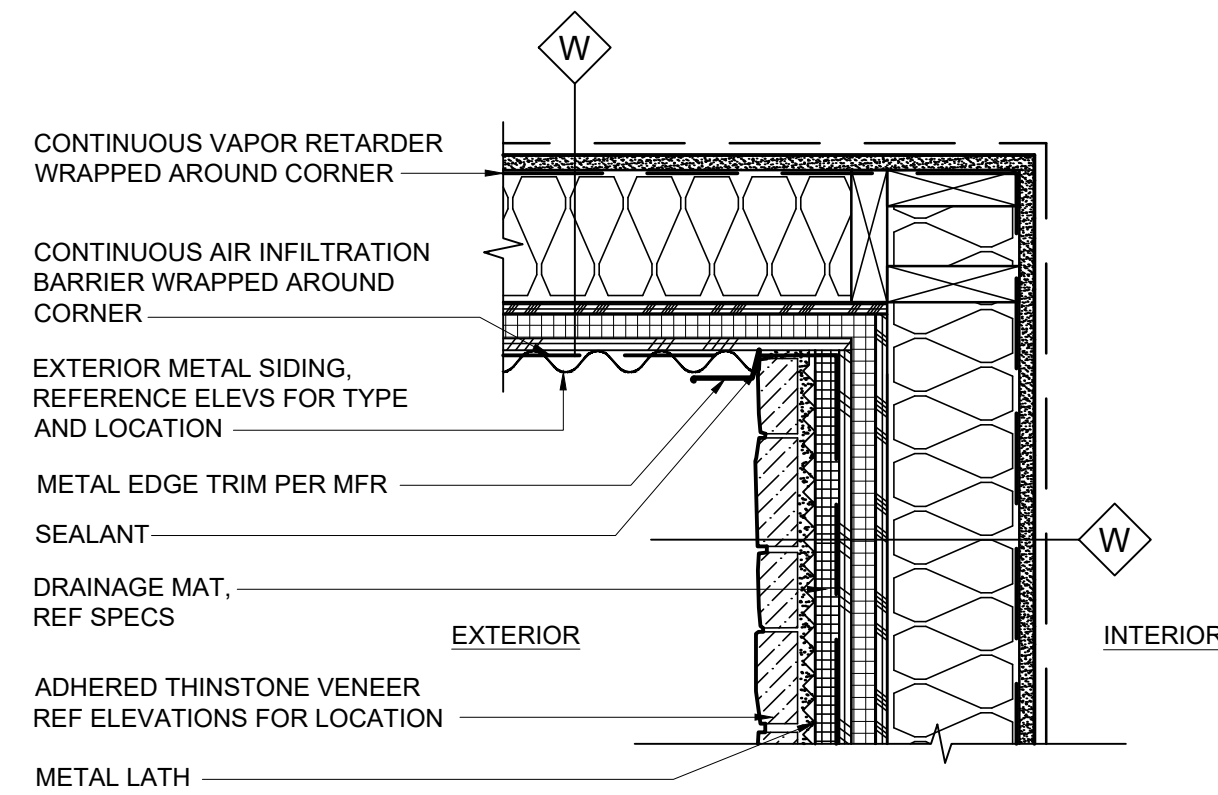
5 INTERIOR CORNER AT WOOD SIDING
A5.3 1-1/2" = 1'-0"



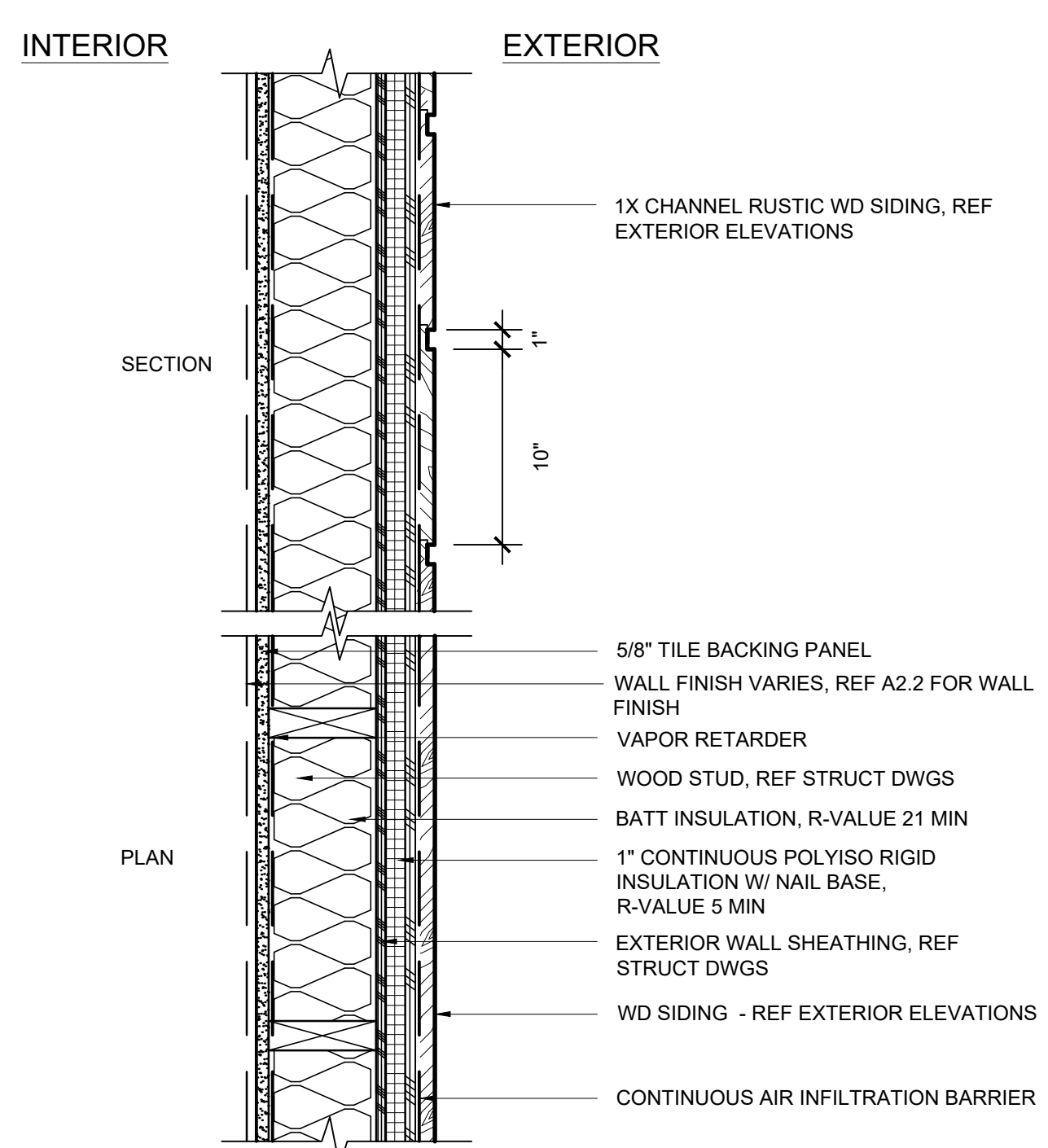
6 ENLARGED PROFILE AT INTERIOR CORNER WOOD SIDING
A5.3 1'-0" = 1'-0"



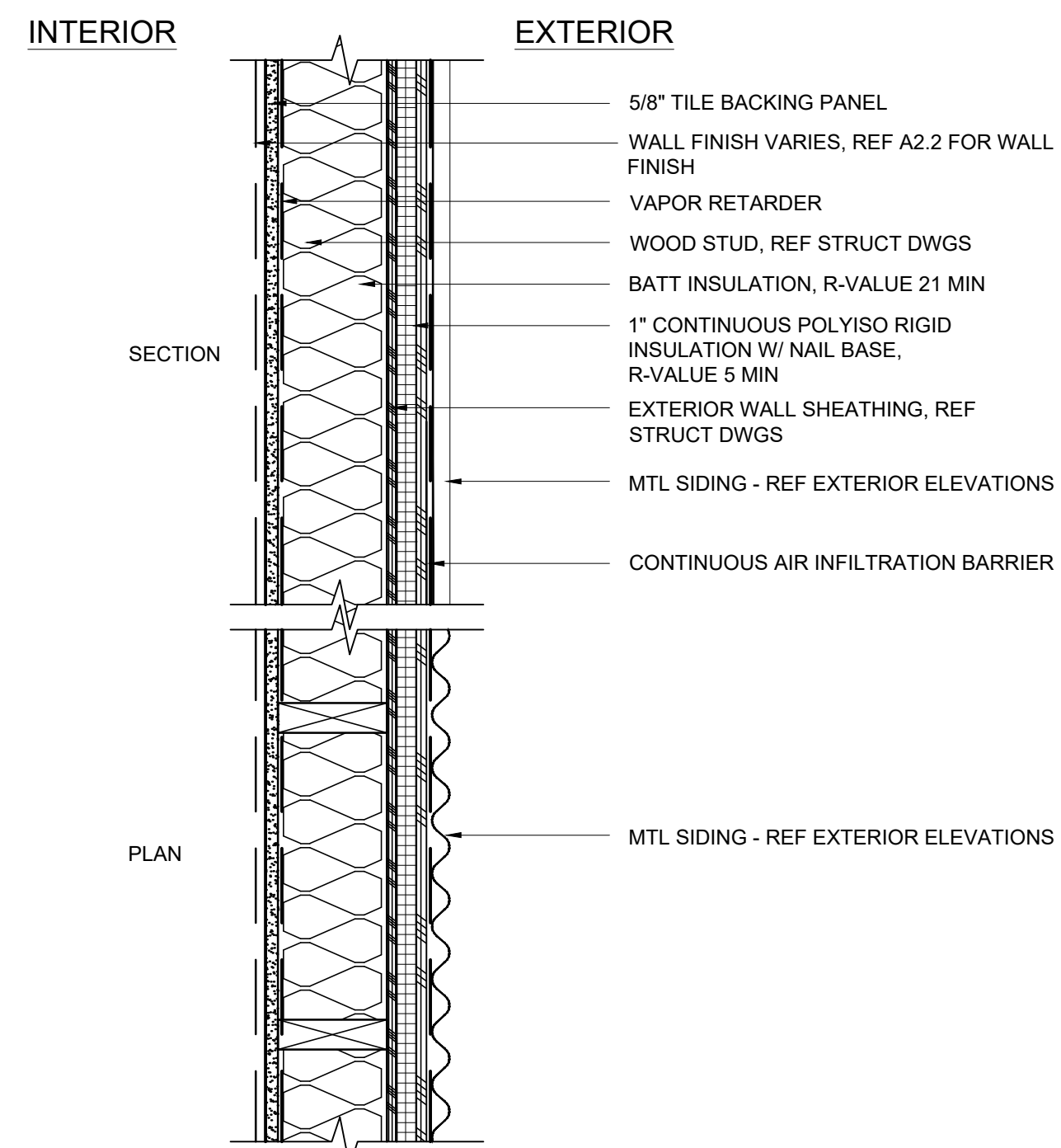
7 INTERIOR CORNER AT STONE TO WOOD SIDING
A5.3 1-1/2" = 1'-0"



8 INTERIOR CORNER AT STONE TO METAL SIDING
A5.3 1-1/2" = 1'-0"

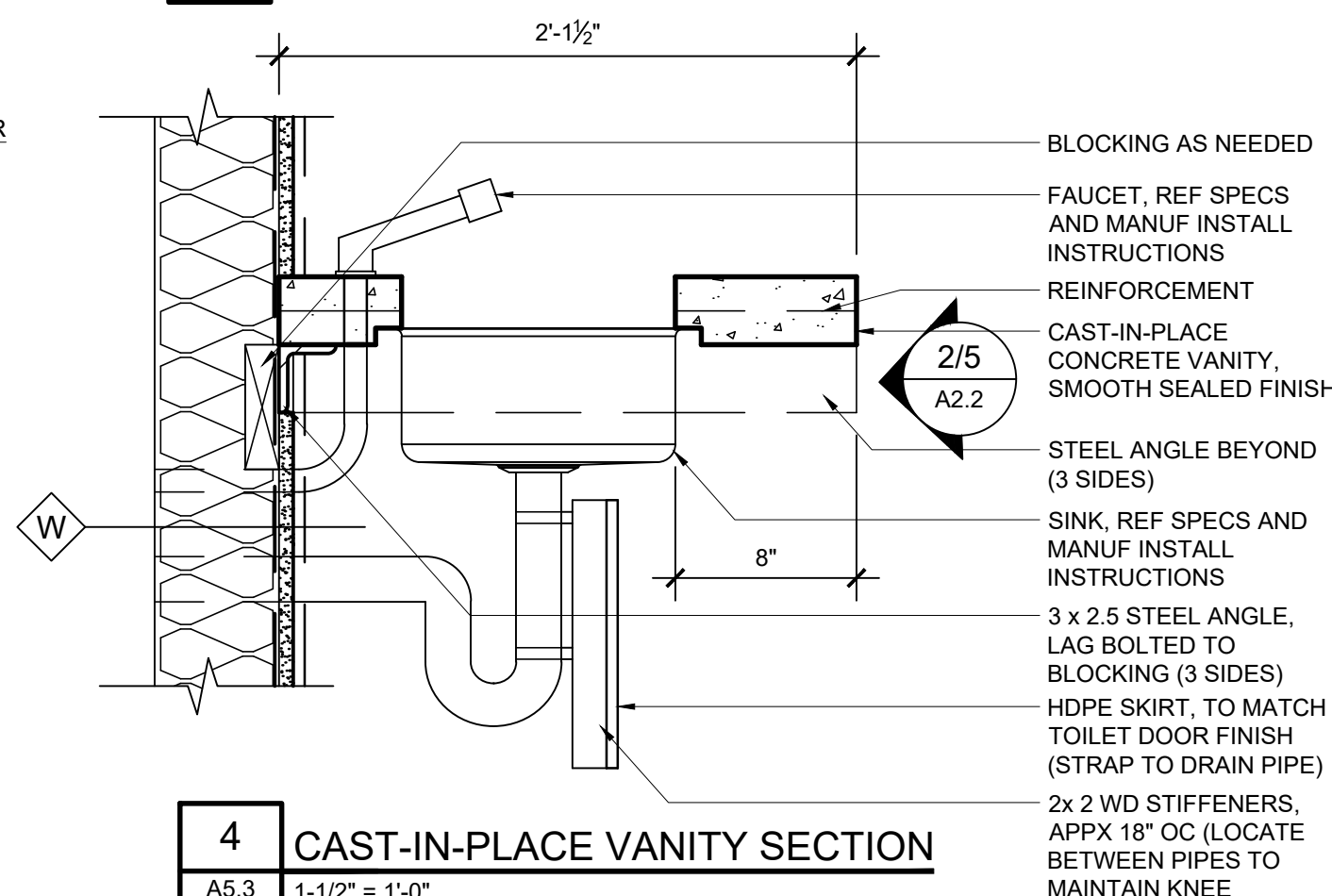


1 EXTERIOR WOOD SIDING DETAIL
A5.3 1-1/2" = 1'-0"



2 EXTERIOR METAL SIDING DETAIL
A5.3 1-1/2" = 1'-0"

3 NOT USED
A5.3



4 CAST-IN-PLACE VANITY SECTION
A5.3 1-1/2" = 1'-0"

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SEAL

STATE OF COLORADO
DAVID KASEL
B-3241
LICENSED ARCHITECT

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G	5/18/22	PAVILION PERMIT SET

MISC.
DETAILS

PROJECT No.
20162490

DATE
10/24/17

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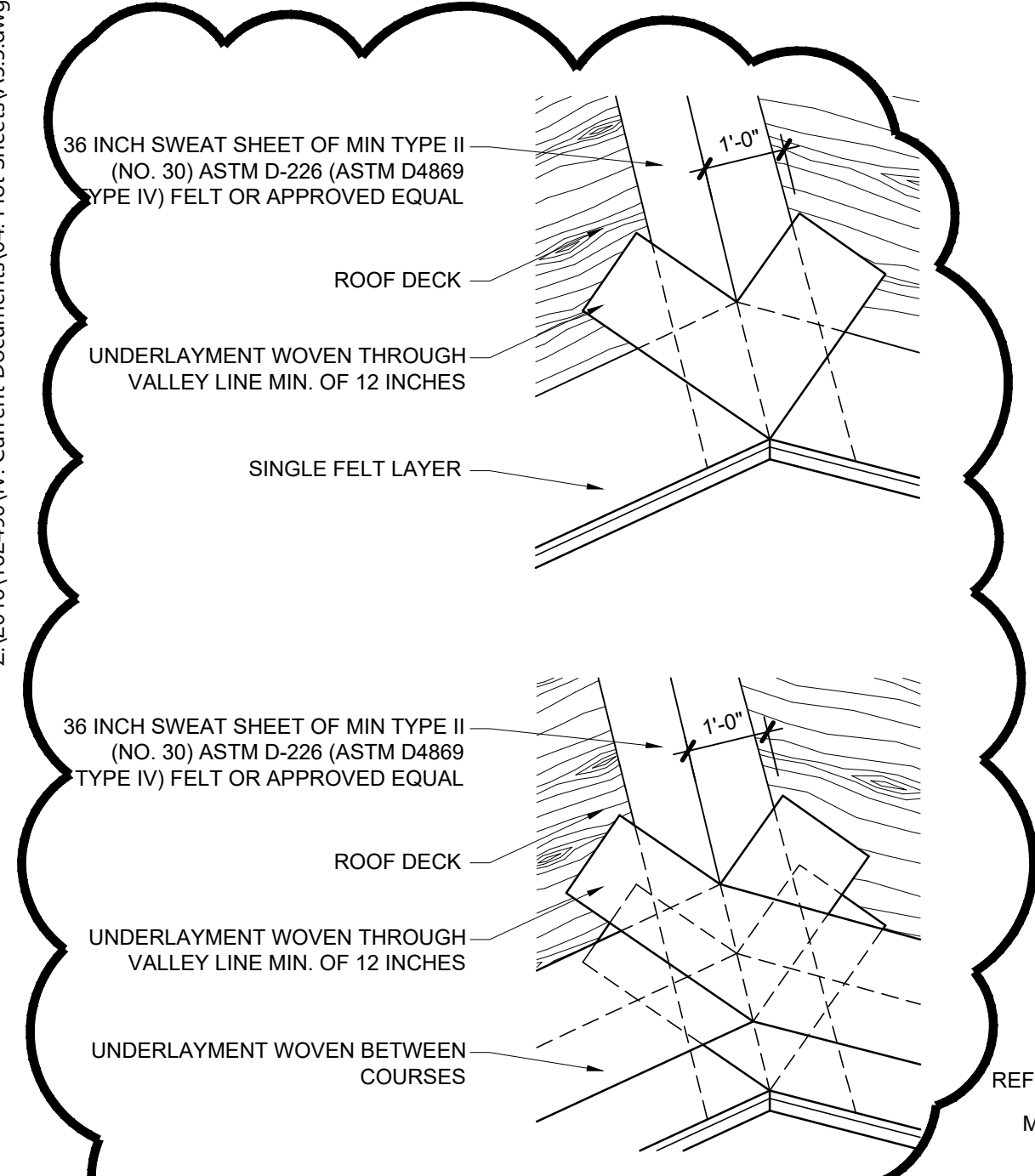
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TRV BY

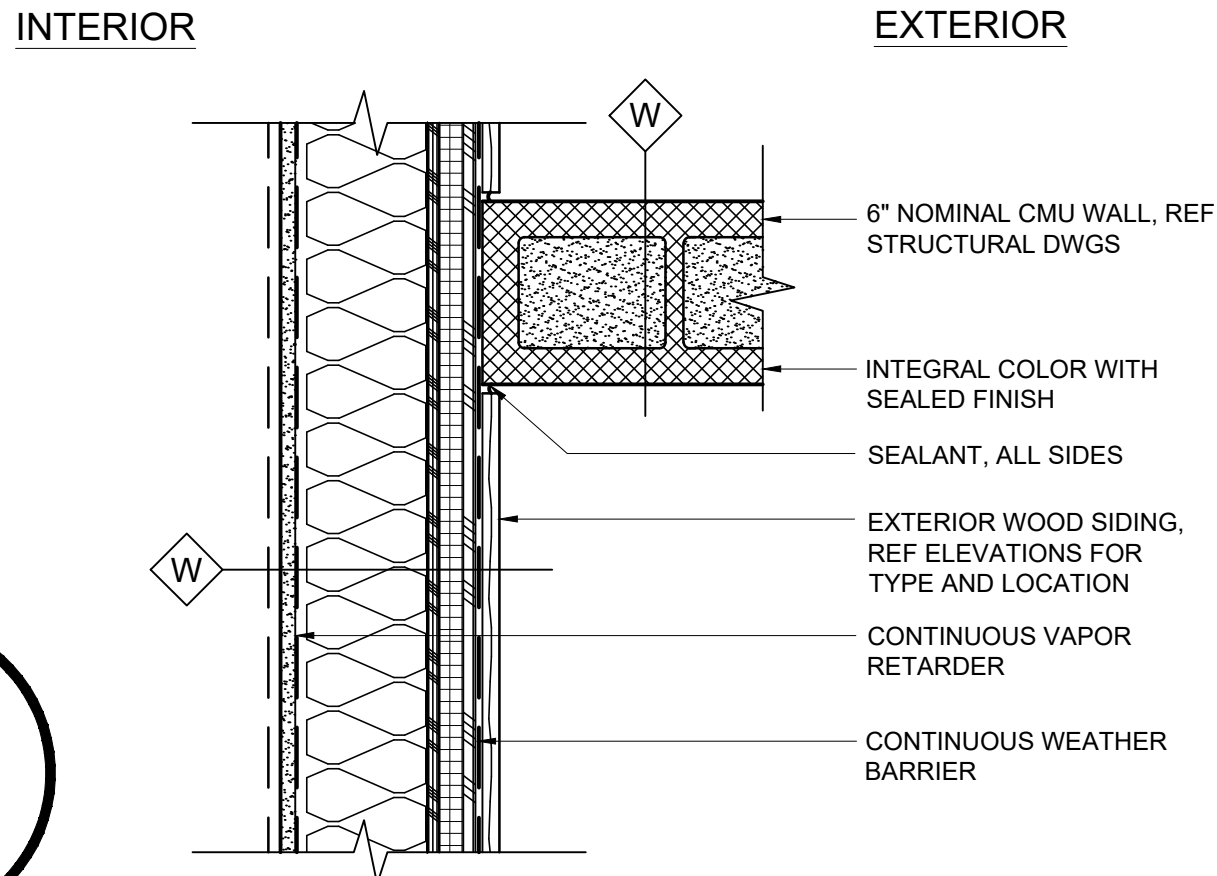
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A5.3

SCALE:
AS SHOWN

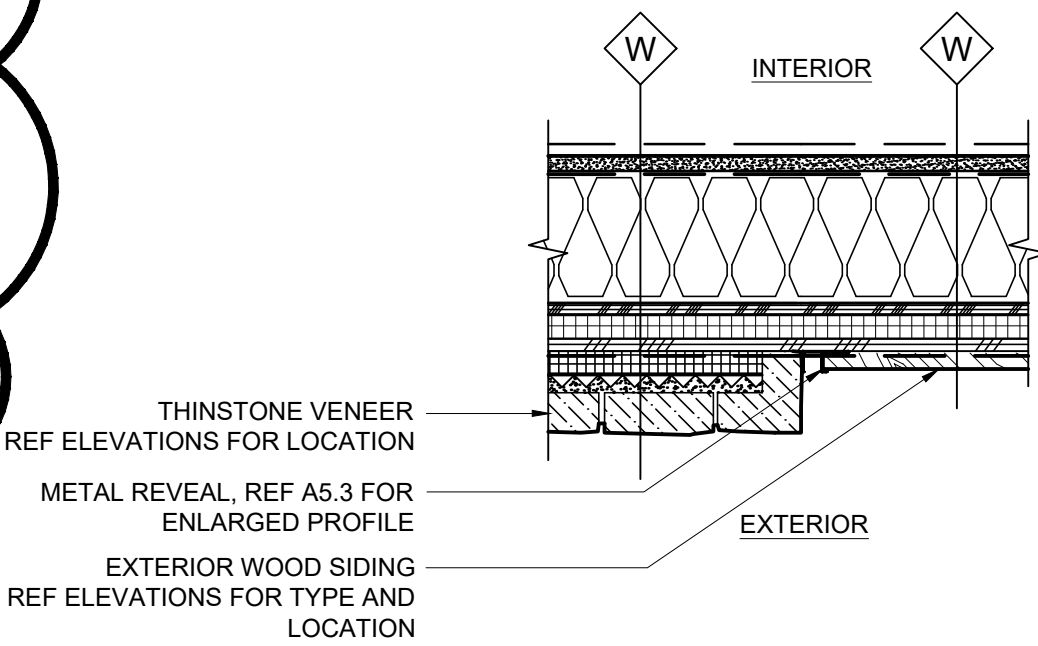
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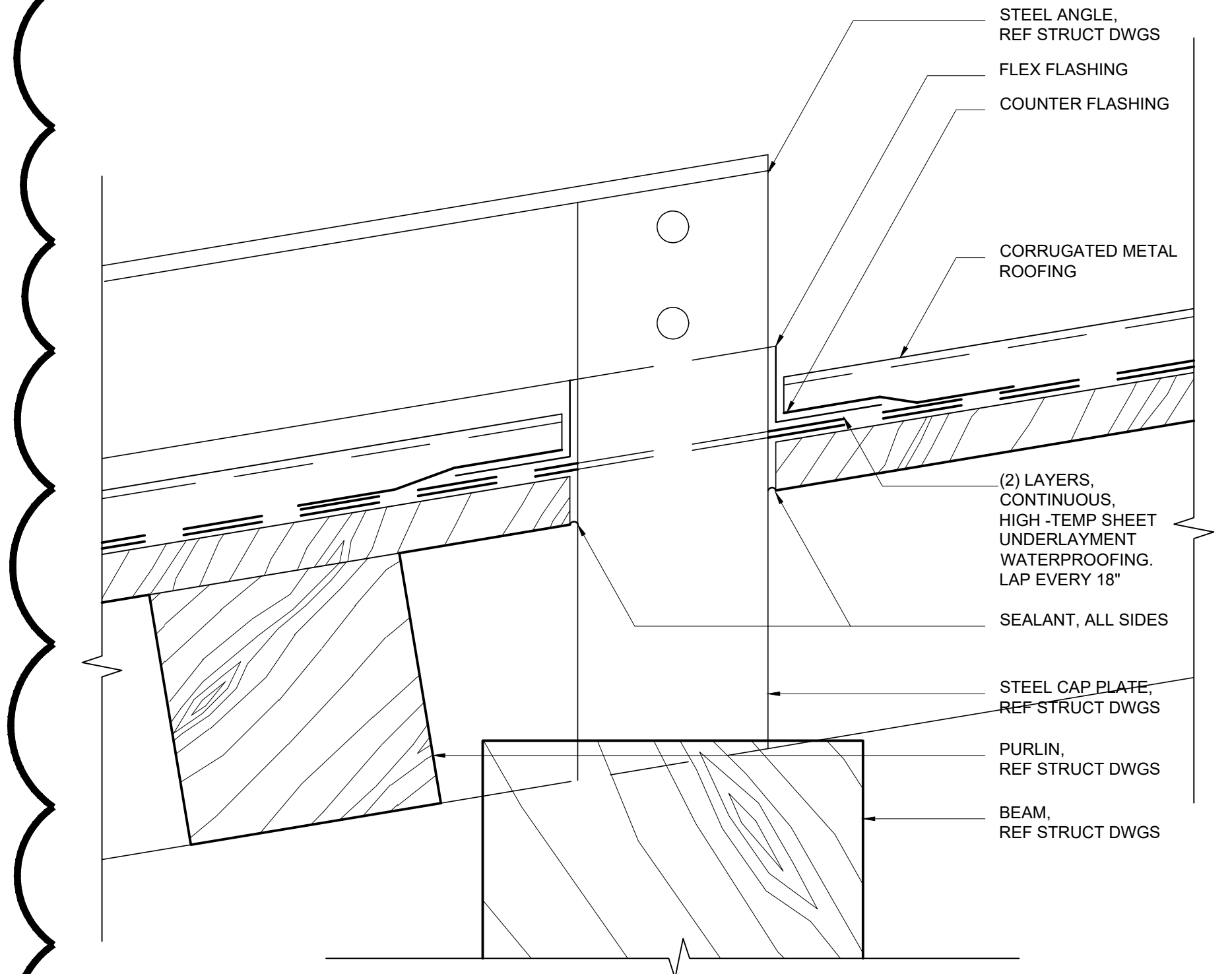
9 VALLEY FLASHING ASSEMBLY AT PAVILION
A5.5 NTS



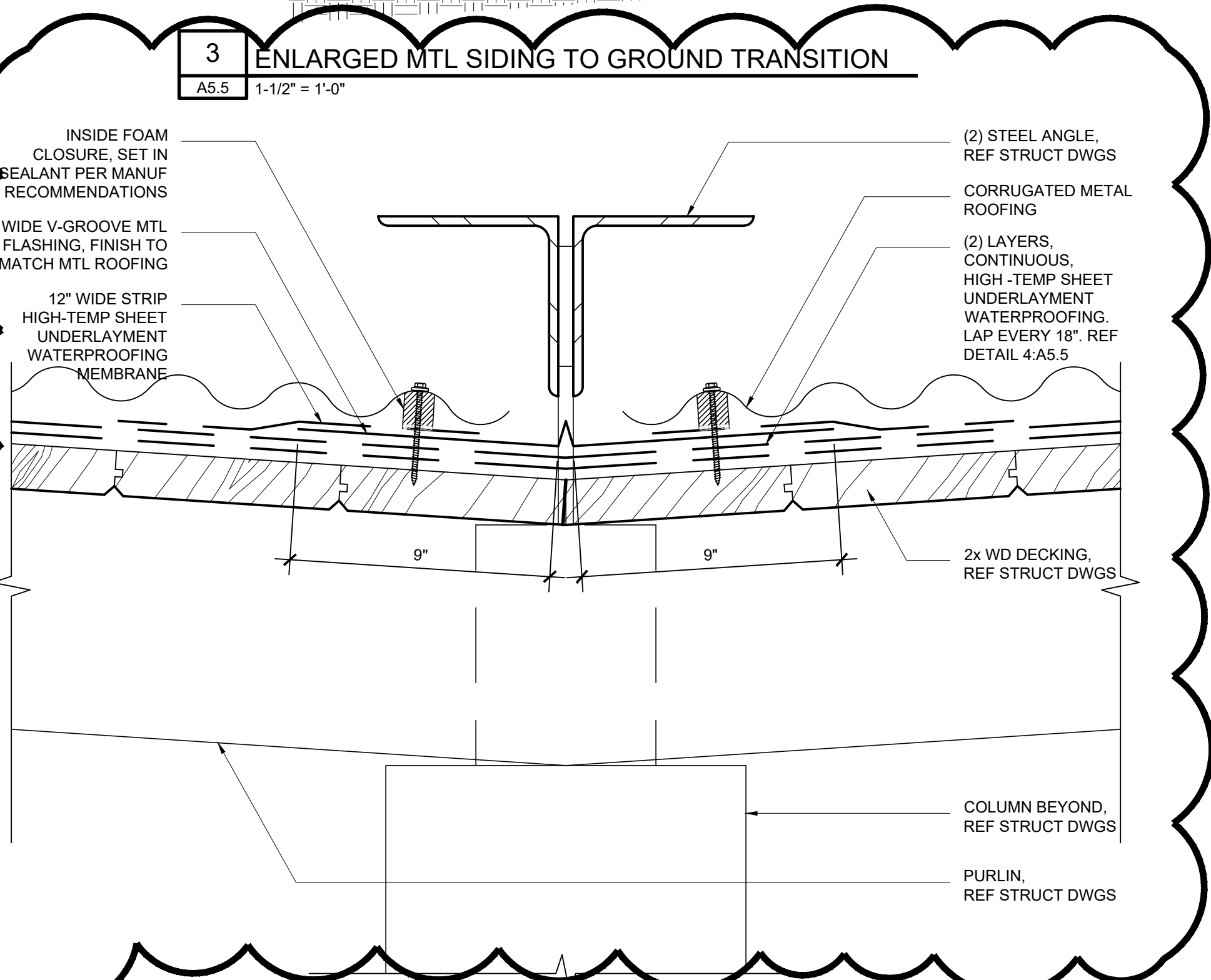
6 WD SIDING TO CMU BLOCK TRANSITION
A5.5 1-1/2" = 1'-0"



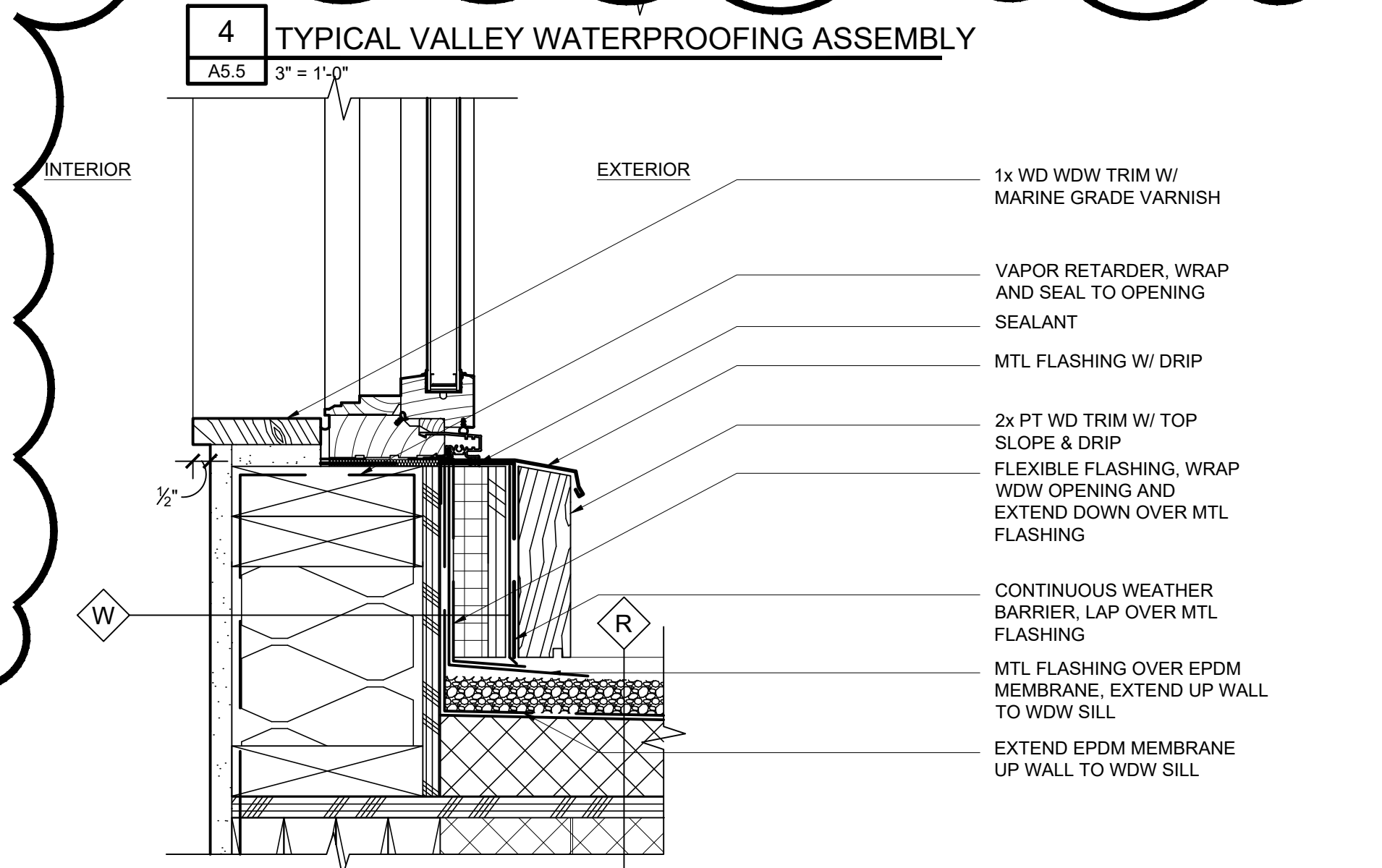
7 WD SIDING TO STONE VENEER TRANSITION
A5.5 1-1/2" = 1'-0"



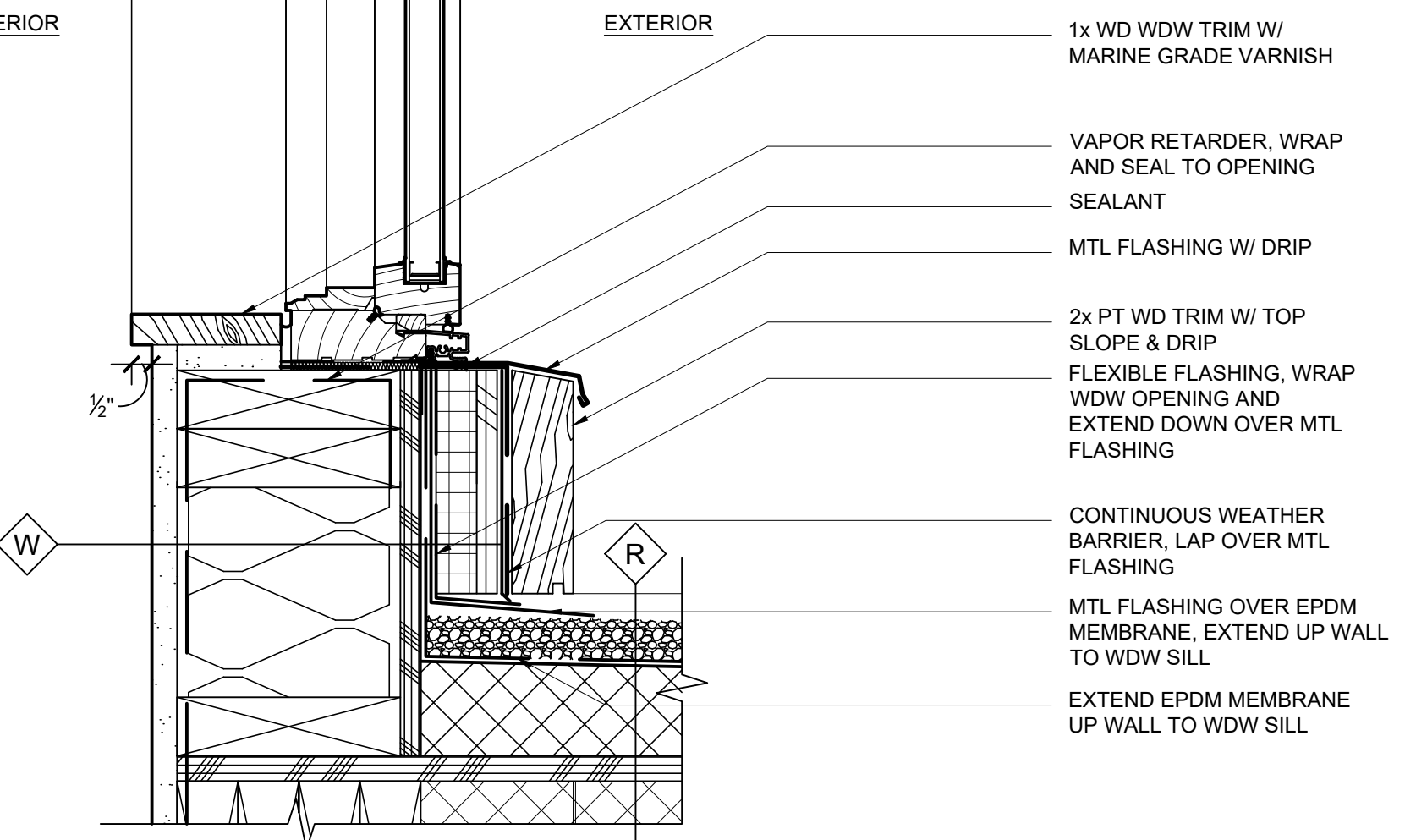
8 TYPICAL STEEL POST PENETRATION AT PAVILION ROOF
A5.5 3" = 1'-0"



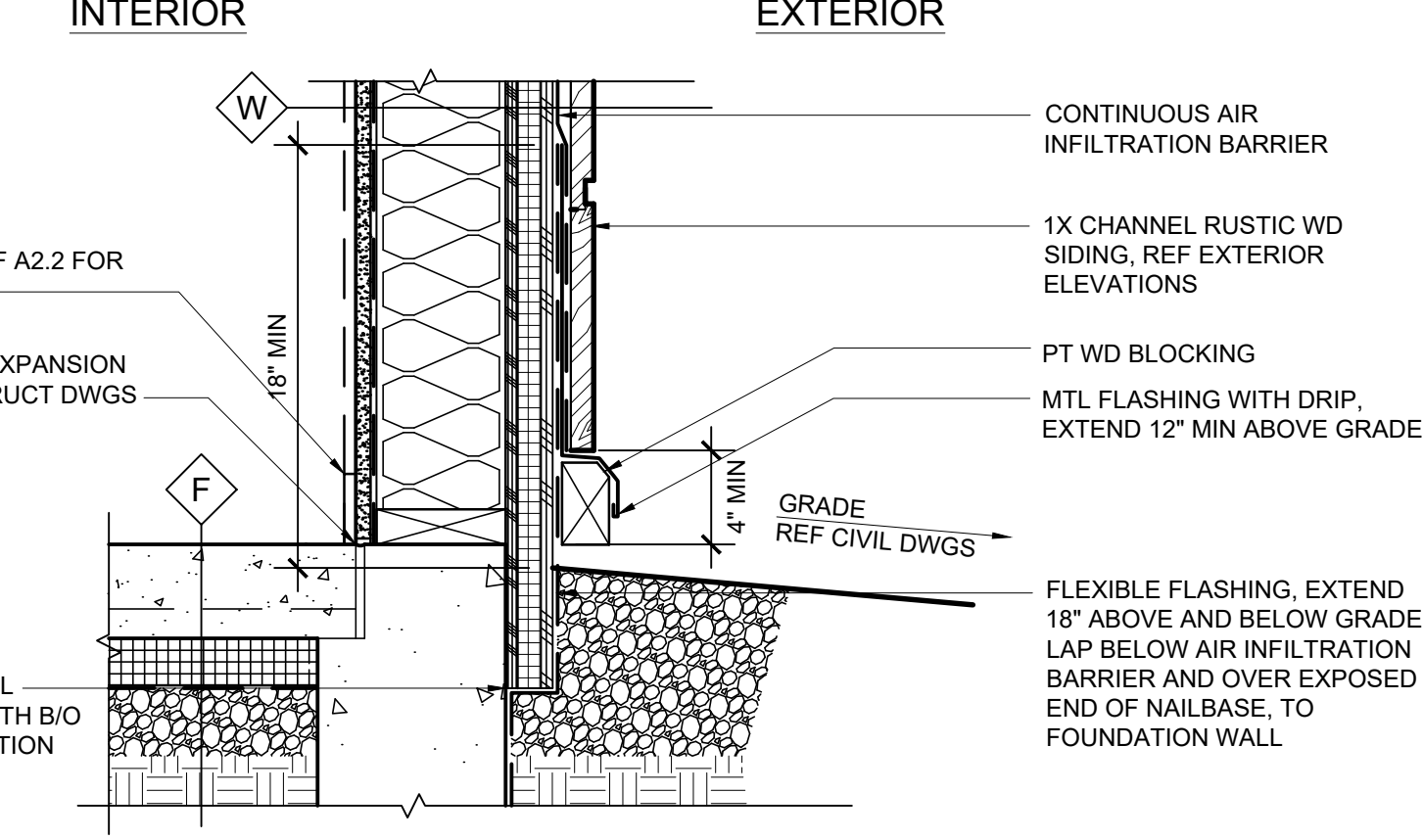
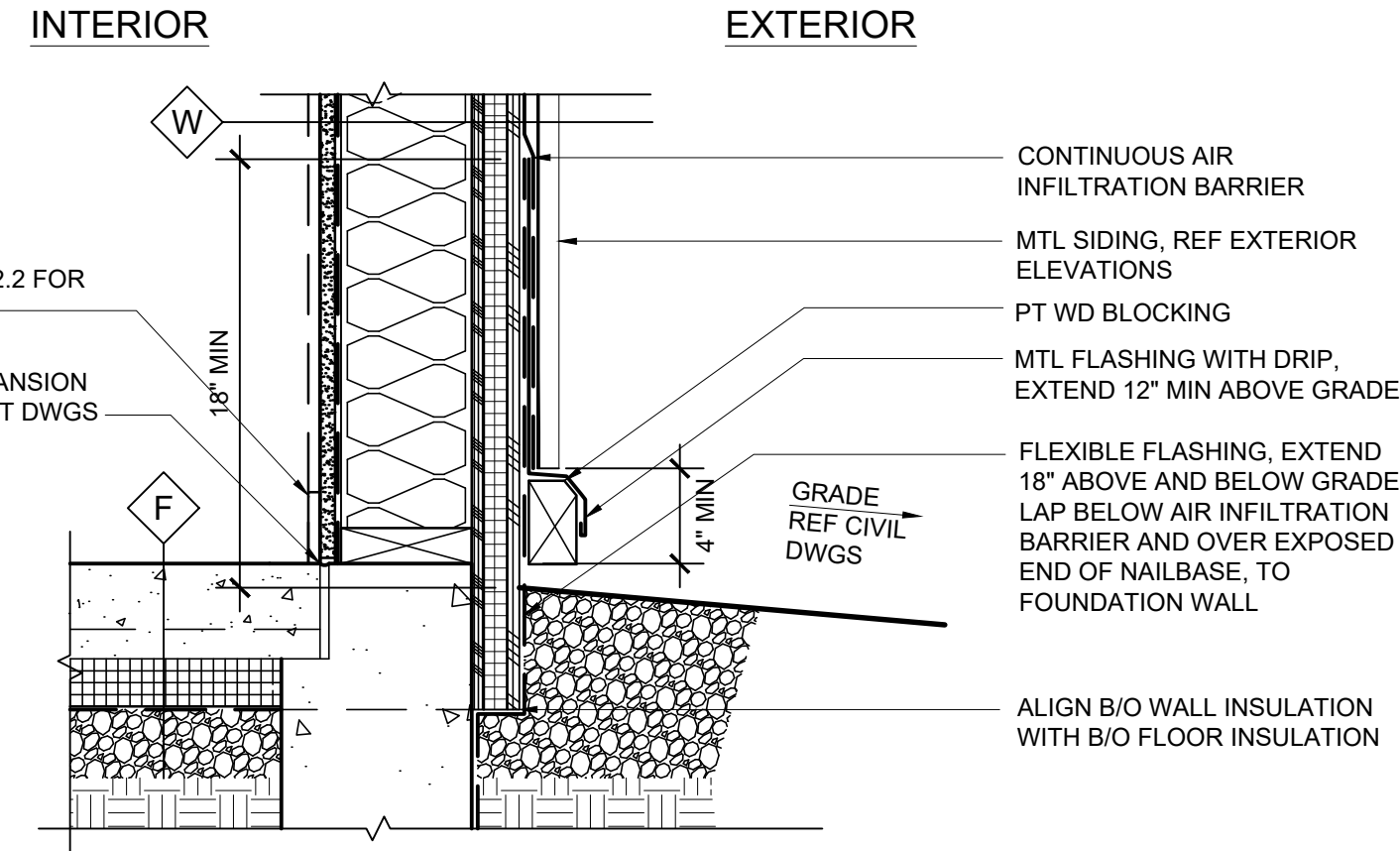
3 ENLARGED MTL SIDING TO GROUND TRANSITION
A5.5 1-1/2" = 1'-0"



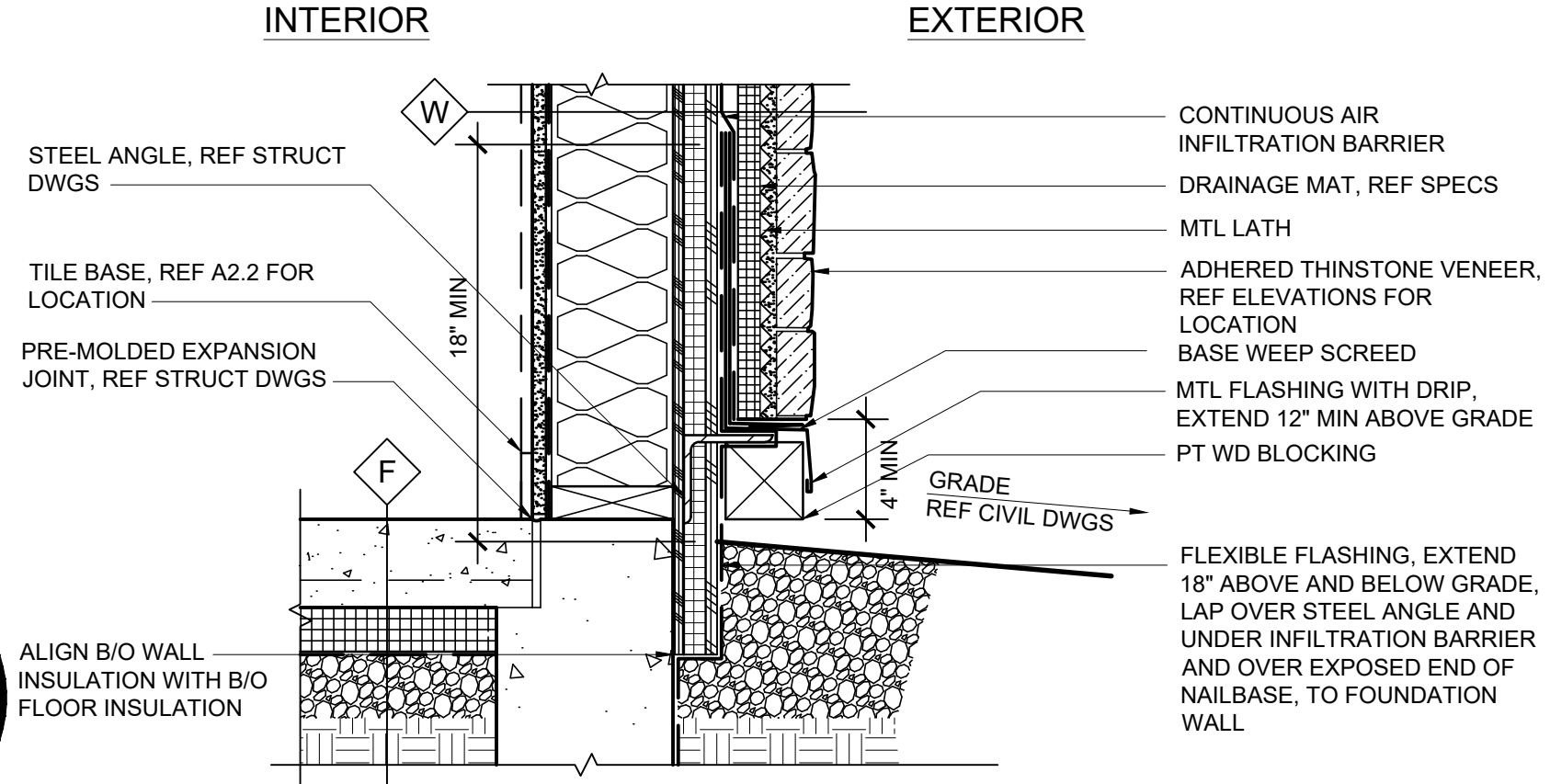
4 TYPICAL VALLEY WATERPROOFING ASSEMBLY
A5.5 3" = 1'-0"



5 ENLARGED ROOF TO WINDOW TRANSITION
A5.5 1-1/2" = 1'-0"



1 ENLARGED WOOD SIDING TO GROUND TRANSITION
A5.5 1-1/2" = 1'-0"



2 ENLARGED STONE VENEER TO GROUND TRANSITION
A5.5 1-1/2" = 1'-0"

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DAVID KASE

Professional Seal

B-3244

ARCHITECT

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TRANSITION

DETAILS

PROJECT No.

20162490

DATE

10/24/17

DRAWN BY

JC

CHK BY

PR

TRV BY

DK

SHEET No.

A5.5

SCALE:

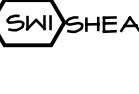
1-1/2" = 1'-0"

EXHIBIT C 10 of 14

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\\lham\Corporate\Office\Drawings\Denver\MNE\Projects\wall\10700 - Eagle Park Pavilion\CAD\1070005-1.dwg, 5/17/2022 12:33:52 PM

- GENERAL NOTES
1. LIVE LOADS USED IN DESIGN:
- A. ROOF 40 PSF
- B. RISK CATEGORY II
SEISMIC FACTOR IE 1.0
SNOW FACTOR IS 1.0
- C. WIND
WIND SPEED, Vult 90 MPH (ULTIMATE)
EXPOSURE B
- D. SNOW
GROUND SNOW LOAD Pg 45
FLAT ROOF SNOW LOAD Pf 31.5
SNOW EXPOSURE FACTOR Ce 1.0
THERMAL FACTOR Ct 1.0-1.2
- E. SEISMIC
SOIL SITE CLASS D
DESIGN CATEGORY B
SS .292 g
SI .078 g
SDS .368 g
SD1 .125 g
- BASIC SEISMIC FORCE RESISTING SYSTEM IS CANTILEVERED TIMBER FRAME COLUMNS
SEISMIC RESPONSE COEFFICIENTS, CS .2
RESPONSE MODIFICATION FACTOR, R 1.5
ANALYSIS PROCEDURE USED EQUIVALENT LATERAL FORCE
DESIGN BASE SHEAR, V 3.8
- F. LIVE LOADS ARE REDUCED PER CODE IF APPLICABLE.
- G. CODE USED IN DESIGN: INTERNATIONAL BUILDING CODE, 2015 EDITION.
2. DEFERRED SUBMITTAL
- A. DEFERRED SUBMITTALS PER SECTION 107.3.4.1 SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AND THE DESIGN PROFESSIONALS AND REVIEWED PRIOR TO INSTALLATION.
- B. DEFERRED SUBMITTALS ARE:
1. STRUCTURAL STEEL
- C. ALL DEFERRED SUBMITTALS SHALL BEAR THE STAMP AND SIGNATURE OF THE LICENSED PROFESSIONAL ENGINEER RESPONSIBLE FOR THE PREPARATION OF THESE DOCUMENTS.
3. TESTING, INSPECTIONS AND OBSERVATIONS:
- A. THE STRUCTURAL ENGINEER DOES NOT PROVIDE INSPECTIONS OF CONSTRUCTION. STRUCTURAL ENGINEER MAY MAKE PERIODIC OBSERVATIONS OF THE CONSTRUCTION; SUCH OBSERVATIONS SHALL NOT REPLACE REQUIRED INSPECTIONS BY THE GOVERNING AUTHORITIES OR SERVE AS "SPECIAL INSPECTIONS" AS MAY BE REQUIRED BY CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE.
- B. THE FOLLOWING WORK SHALL BE INSPECTED BY THE SPECIAL INSPECTOR UNLESS SPECIFICALLY WAIVED BY THE BUILDING OFFICIAL.
1. SOIL PREPARATION
a. EARTHWORK EXCAVATION, PLACEMENT AND COMPACTION OF FILL AND IN-PLACE DRY DENSITY OF THE COMPACTED FILL FOR CONFORMANCE WITH THE APPROVED REPORT.
2. CONCRETE CONSTRUCTION
a. PERIODIC INSPECTION OF REINFORCING STEEL AND PLACEMENT.
b. PERIODIC VERIFICATION OF USE OF REQUIRED DESIGN MIX.
c. CONTINUOUS INSPECTION AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS AND DETERMINE THE TEMPERATURE OF THE CONCRETE.
d. CONTINUOUS INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.
e. PERIODIC INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.
3. STEEL CONSTRUCTION - COMPLY WITH AISC 360, CHAPTER N.
a. ALL WELDING SHALL RECEIVE CONTINUOUS SPECIAL INSPECTION EXCEPT THE FOLLOWING:
1. WELDING DONE IN AN APPROVED FABRICATOR'S SHOP IN ACCORDANCE WITH AISC 360 CHAPTER N.
b. THE SPECIAL INSPECTOR NEED NOT BE CONTINUOUSLY PRESENT DURING WELDING OF THE FOLLOWING ITEMS, PROVIDED THE MATERIALS, WELDING PROCEDURES AND QUALIFICATIONS OF WELDERS ARE VERIFIED PRIOR TO THE START OF WORK; PERIODIC INSPECTIONS ARE MADE OF WORK IN PROGRESS; AND A VISUAL INSPECTION OF ALL WELDS IS MADE PRIOR TO COMPLETION OR PRIOR TO SHIPMENT OF SHOP WELDING.
1. SINGLE PASS FILLET WELDS NOT EXCEEDING 5/16" IN SIZE.
2. WELDING OF STAIRS AND RAILING SYSTEMS.
c. VERIFY WELD FILLER MATERIALS CONFORM TO AWS SPECIFICATIONS AND MANUFACTURER'S CERTIFICATE OF COMPLIANCE IS REQUIRED.
d. PERIODIC INSPECTION OF THE STEEL FRAME TO VERIFY COMPLIANCE WITH THE DETAILS SHOWN ON THE APPROVED CONSTRUCTION DOCUMENTS SUCH AS BRACING, STIFFENING, MEMBER LOCATIONS AND PROPER APPLICATION OF JOINT DETAILS AT EACH CONNECTION.
e. VERIFY STRUCTURAL STEEL MATERIAL CONFORMS TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS AND MANUFACTURER'S CERTIFIED MILL TEST REPORTS.
f. PERIODIC VERIFICATION OF HIGH STRENGTH BOLTS, NUTS AND WASHERS FOR COMPLIANCE TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS AND MANUFACTURER'S CERTIFICATE OF COMPLIANCE.
g. PERIODIC INSPECTION OF BEARING TYPE CONNECTORS WITH HIGH STRENGTH BOLTS.
1. WHILE THE WORK IS IN PROGRESS, THE SPECIAL INSPECTOR SHALL DETERMINE THAT THE REQUIREMENTS FOR BOLTS, NUTS, WASHERS AND PAINT, BOLTED PARTS AND INSTALLATION AND TIGHTENING IN SUCH STANDARDS ARE MET. FOR JOINTS REQUIRED TO BE TIGHTENED ONLY TO THE SNUG-TIGHT CONDITION, THE SPECIAL INSPECTOR NEED ONLY VERIFY THAT THE CONNECTED MATERIALS HAVE BEEN DRAWN TOGETHER AND PROPERLY SNUGGED.
4. MASONRY CONSTRUCTION
a. THE MINIMUM SPECIAL INSPECTION PROGRAM FOR MASONRY IN NON-ESSENTIAL FACILITIES SHALL BE AS FOLLOWS:
1. FROM THE BEGINNING OF MASONRY CONSTRUCTION, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:
a. PROPORTIONS OF SITE-PREPARED MORTAR AND GROUT
b. PLACEMENT OF MASONRY UNITS AND CONSTRUCTION OF MORTAR JOINTS. (PERIODICALLY)
c. PLACEMENT OF REINFORCEMENT, CONNECTORS AND ANCHORAGES. (PERIODICALLY)
d. GROUT SPACE PRIOR TO GROUTING. (CONTINUOUSLY)
e. PLACEMENT OF GROUT. (CONTINUOUSLY)
2. THE INSPECTION PROGRAM SHALL VERIFY:
a. SIZE AND LOCATION OF STRUCTURAL ELEMENTS. (PERIODICALLY)
b. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES OR OTHER CONSTRUCTION. (CONTINUOUSLY)
c. SPECIFIED SIZE, GRADE AND TYPE OF REINFORCEMENT. (PERIODICALLY)
d. WELDING OF REINFORCEMENT. (PERIODICALLY)
e. PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40 DEGREES F) OR HOT WEATHER (TEMPERATURE ABOVE 90 DEGREES F). (PERIODICALLY)
3. PREPARATION OF ANY REQUIRED GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PRISMS SHALL BE OBSERVED. (CONTINUOUSLY)
4. COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND THE APPROVED SUBMITTALS SHALL BE VERIFIED. (PERIODICALLY)
4. FOUNDATIONS
- A. MAXIMUM SOIL DESIGN PRESSURE 1500 PSF
- B. CONTRACTOR TO FOLLOW ALL RECOMMENDATIONS IN SOILS REPORT NO. 17-7-137 BY HP-KUMAR DATED MAY 22, 2017.
- C. ALL FOOTING BEARING ELEVATIONS SHOWN ARE ASSUMED. EXACT BEARING ELEVATIONS SHALL BE VERIFIED IN THE FIELD WITH ACTUAL CONDITIONS BY CONTRACTOR WITH APPROVAL OF SOILS ENGINEER AND ALL BOTTOMS OF FOOTINGS SHALL BE A MINIMUM OF 48" BELOW EXTERIOR GRADE.
- D. ALL FOOTINGS ARE TO BE PLACED ON FIRM, UNDISTURBED, NATURAL SOIL OR PROPERLY COMPACTED BACKFILL, APPROVED BY THE SOILS ENGINEER. BACKFILL SHALL BE COMPACTED TO 95% (MINIMUM) MODIFIED PROCTOR DENSITY PER ASTM D1557 UNLESS OTHERWISE RECOMMENDED IN THE SOILS REPORT. IF SOFT SPOTS ARE ENCOUNTERED REMOVE SOIL AND RECOMPACT WITH APPROVED FILL (RE: SOIL REPORT FOR DESCRIPTION OF BEARING SOIL).
- E. CONTRACTOR SHALL BACKFILL EQUALLY ON EACH SIDE OF FOUNDATION WALLS IN 12 INCH MAXIMUM VERTICAL LIFTS OR AS RECOMMENDED IN THE SOILS REPORT. REFER TO SOILS REPORT FOR BACKFILL MATERIAL.
- F. NO BACKFILLING SHALL BE PLACED AGAINST LOWER LEVEL WALLS UNTIL THE LOWER LEVEL FLOOR AND MAIN LEVEL FLOOR ARE IN PLACE AND PROPERLY ANCHORED. CONCRETE SLABS SHALL BE PROPERLY CURED.
- G. CENTER ALL FOOTINGS (DRILLED PIERS) UNDER WALLS, COLUMNS OR GRID LINES UNLESS NOTED OTHERWISE ON PLANS.
- H. CONTRACTOR TO PROVIDE, AT HIS EXPENSE, FIELD DENSITY TESTS ON COMPACTED FILL UNDER FOOTINGS AND INTERIOR SLABS-ON-GRADE.
- I. NOTIFY SOILS ENGINEER WHEN EXCAVATION IS COMPLETED SO THAT CONDITIONS MAY BE INSPECTED PRIOR TO PLACEMENT OF ANY FILL OR CONCRETE.
- J. FOR SOIL DRAINAGE REQUIREMENTS REFER TO SOILS REPORT AND CIVIL DRAWINGS.
5. CONCRETE
- A. ALL CAST-IN-PLACE CONCRETE SHALL BE MADE WITH TYPE I/II PORTLAND CEMENT, STONE AGGREGATE AND SHALL SATISFY THE FOLLOWING REQUIREMENTS:
- CONCRETE ITEM F'C MIX TYPE MAX W/C RATIO % AIR REQ.
- FOOTINGS 3000 psi STD --- ---
FOUNDATION WALLS 4000 psi STD --- ---
INTERIOR SLABS ON GRADE 4000 psi STD 0.45 ---
EXTERIOR CONCRETE (++) 4500 psi STD 0.45 6%-8%
- ++ MAXIMUM SLUMP SHALL NOT EXCEED 4".
- B. THE MODULUS OF ELASTICITY OF ALL CONCRETE SHALL EXCEED $W_c 1.5 \sqrt{f'_c}$ (OR $57,000 \sqrt{f'_c}$ NORMAL WEIGHT CONCRETE). GENERAL CONTRACTOR TO PROVIDE THE ENGINEER OF RECORD WITH MODULUS OF ELASTICITY TEST RESULTS.
- C. CALCIUM CHLORIDE SHALL NOT BE USED. FLYASH (CLASS C) SHALL NOT BE USED. POZZOLANS SHALL NOT BE USED WITHOUT PRIOR APPROVAL BY ENGINEER OF RECORD. IF APPROVED, POZZOLANS SHALL BE LIMITED TO (10)% OF CEMENT CONTENT BY WEIGHT IN ELEVATED STRUCTURAL SLABS AND (25)% IN ALL OTHER STRUCTURAL ELEMENTS. (SEE PRINCIPAL FOR % LIMITS). IF CONCRETE SUPPLIER PROPOSES USE OF POZZOLANS HE SHALL PROVIDE OWNER WITH LETTER INDICATING COST REDUCTION AT TIME OF BID.
- D. CONTRACTOR SHALL SAWCUT OR TROWELCUT JOINTS IN SLABS ON GRADE. JOINTS SHALL BE SPACED 12 FEET AND SAWCUT OR TROWELCUT 1/4 OF SLAB DEPTH X 3/16" WIDE WITHIN 12 HOURS AFTER POURING. CARRY ALL SLAB REINFORCEMENT THROUGH JOINT.
- E. SLABS, TOPPING, FOOTINGS, BEAMS AND WALLS SHALL NOT HAVE JOINTS IN A HORIZONTAL PLANE. ANY STOP IN CONCRETE WORK MUST BE MADE AT THIRD POINT OF SPAN WITH VERTICAL BULKHEADS AND HORIZONTAL SHEAR KEYS UNLESS OTHERWISE SHOWN. ALL CONSTRUCTION JOINTS SHALL BE AS DETAILED OR AS REVIEWED BY THE ENGINEER.
- F. ALL CONCRETE WORK AND REINFORCEMENT DETAILING SHALL BE IN ACCORDANCE WITH ACI BUILDING CODE 318 LATEST EDITION, UNLESS NOTED OTHERWISE. USE STANDARD HOOKS FOR DOWELS UNLESS NOTED OTHERWISE. ALL EXPOSED EDGES OF CONCRETE WORK SHALL HAVE 3/4 INCH CHAMFER.
6. REINFORCEMENT
- A. ALL REINFORCING SHALL BE HIGH-STRENGTH DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60 EXCEPT TIES, STIRRUPS AND PLATE ANCHORS WHICH SHALL BE DEFORMED BARS, ASTM DESIGNATION A615, GRADE 40 OR ASTM A706 GRADE 60.
- B. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 GRADE 65 AND SHALL BE LAPPED ONE FULL MESH AT SIDE AND END SPLICES AND WIRED TOGETHER.
- C. REINFORCEMENT CLEAR COVER PROTECTION MINLDLY REINFORCED UNLESS NOTED OTHERWISE:
1. CONCRETE POURED AGAINST EARTH 3"
2. CONCRETE POURED ON VOID FORM 2"
3. CONCRETE POURED IN FORMS (EXPOSED TO WEATHER OR EARTH) 1-1/2"
BARS #5 AND SMALLER 2"
BARS LARGER THAN #5 2"
4. COLUMNS AND BEAMS (TIE BARS) 1-1/2"
5. SLABS AND WALLS (NOT EXPOSED TO WEATHER) 3/4"
- D. REINFORCEMENT PLACEMENT AND TOLERANCES SHALL BE IN ACCORDANCE WITH OF ACI 318, LATEST EDITION.
- E. NO SPLICES OF REINFORCEMENT SHALL BE MADE EXCEPT AS DETAILED OR AUTHORIZED BY THE STRUCTURAL ENGINEER. LAP SPLICES, WHERE PERMITTED, SHALL BE A MINIMUM OF 48 BAR DIAMETERS FOR #6 BARS AND SMALLER AND SHALL BE A MINIMUM OF 80 BAR DIAMETERS FOR #7 AND #8 REINFORCEMENT UNLESS NOTED OTHERWISE. MAKE ALL BARS CONTINUOUS AROUND CORNERS.
- F. PLACE TWO #5 (PER 8" THICKNESS) WITH 2'-0" PROJECTION AROUND ALL OPENINGS IN CONCRETE WALLS, SLABS, AND BEAMS. ALSO PROVIDE TWO #5 X 4'-0" DIAGONALLY AT EACH CORNER.
- G. CONTINUOUS TOP AND BOTTOM BARS IN WALLS AND BEAMS SHALL BE SPLICED AS FOLLOWS: TOP BARS AT MIDSPAN, BOTTOM BARS OVER SUPPORTS.
7. MASONRY
- A. CONCRETE BLOCK UNITS SHALL CONFORM TO ASTM C90, GRADE N. BRICK SHALL FULFILL ASTM C62, C216 OR C652. MORTAR SHALL BE ASTM C270 TYPE S OR M. (IF F'm IS SPECIFIED GREATER THAN 1500 PSI, ADJUST CMU UNIT STRENGTH PER IBC TABLE 2105.2.2.1.2)
- B. THE MINIMUM NET AREA COMPRESSIVE STRENGTH OF THE MASONRY, F'm, SHALL BE 2000 PSI. (COORDINATE WITH ITEM 11.8)
- C. WALLS SHALL BE REINFORCED HORIZONTALLY AT 16" ON CENTER WITH 9 GAGE MINIMUM LADDER-TYPE REINFORCEMENT MEETING ASTM A82 MASONRY WALL REINFORCEMENT. HORIZONTAL REINFORCING SHALL BE CONTINUOUS AROUND CORNERS.
- D. UNLESS NOTED OTHERWISE, MASONRY WALLS SHALL ALSO BE REINFORCED WITH ONE #5 VERTICALLY AT WALL ENDS, CORNERS, EACH SIDE OF DOOR OR WINDOW OPENINGS AND AT NOT OVER 4 FEET ON CENTER. REINFORCEMENT SHALL BE FULLY GROUTED IN PLACE. GROUT SHALL DEVELOP 3000 PSI IN 28 DAYS AND MEET ASTM C476.
- E. ALL CMU WALLS REQUIRE A MINIMUM OF 2-#5 IN BOND BEAM ABOVE ALL DOORS AND WINDOWS, AT FLOOR AND ROOF LINES, AND TOP OF PARAPETS UNLESS OTHERWISE NOTED.
- F. REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION JOINT LOCATIONS.
- G. FILL ALL VOIDS AND BLOCK CELLS SOLIDLY WITH ASTM C476 GROUT FOR A DISTANCE OF 24" BENEATH AND A MINIMUM OF 16" EACH SIDE OF ALL BEAM REACTIONS OR OTHER CONCENTRATED LOADS UNLESS NOTED OTHERWISE.
- H. CMU SHALL BE FULLY GROUTED BELOW GRADE.
- I. PROVIDE A THICKENED CONCRETE SLAB UNDER ALL MASONRY PARTITION WALLS. SEE ARCHITECTURAL DRAWINGS FOR LOCATION AND EXTENT OF WALLS AND FOR OPENINGS, ALL OF WHICH REQUIRE LINTELS. SEE LOOSE LINTEL SCHEDULE FOR FRAMING OVER NON-BEARING OPENINGS IF NOT SHOWN ON STRUCTURAL DRAWINGS. SEE MECHANICAL DRAWINGS FOR THOSE OPENINGS WHICH REQUIRE LINTELS.
- J. WHERE MASONRY LINTELS CROSS EXPANSION CONTROL JOINTS IN MASONRY, INSTALL LINTELS SO THAT THE LINTEL MAY SLIDE ON ONE END.
- K. PROVIDE MASONRY TIES WHERE MASONRY ABUTS CONCRETE.
8. STRUCTURAL STEEL
- A. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A36 EXCEPT WIDE FLANGE BEAMS WHICH SHALL CONFORM TO ASTM 992, (50 KS1) AND EXCEPT PIPE COLUMNS WHICH SHALL CONFORM TO ASTM A53 AND TUBE COLUMNS TO ASTM A500, GRADE B, LATEST EDITIONS. STEEL SUPPLIER MAY PROVIDE ASTM A572, GRADE 50 AT HIS OPTION. MISCELLANEOUS STRUCTURAL STEEL SHAPES SHALL CONFORM TO ASTM A36 UNLESS NOTED OTHERWISE. MISCELLANEOUS EMBEDDED STEEL ITEMS SHALL BE A36 STEEL UNLESS NOTED OTHERWISE.
- B. ALL STRUCTURAL BOLTS SHALL BE A325N INSTALLED TO A MINIMUM SNUG TIGHT CONDITION. ALL ANCHOR BOLTS SHALL CONFORM TO ASTM F1554, GR. 36 UNLESS NOTED OTHERWISE.
- C. STRUCTURAL STEEL SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH THE LATEST PROVISIONS OF AISC "MANUAL OF STEEL CONSTRUCTION."
- D. SUBMIT DESIGN CALCULATIONS, BEARING THE STAMP AND SIGNATURE OF THE PROFESSIONAL ENGINEER LICENSED IN THE STATE OF COLORADO, AND EMPLOYED BY THE STEEL FABRICATOR, FOR ALL CONNECTIONS NOT COMPLETELY DETAILED ON THE STRUCTURAL DRAWINGS AND FOR ANY PROPOSED ALTERNATE CONNECTION DETAILS.
- E. ALL WELDERS SHALL HAVE EVIDENCE OF PASSING THE AMERICAN WELDING SOCIETY STANDARD QUALIFICATIONS TESTS AS OUTLINED IN AWS-D1.1.
- F. MINIMUM WELDS TO BE PER AISC TABLE 32.4 BUT NOT LESS THAN 3/16" CONTINUOUS FILLET UNLESS NOTED OTHERWISE.
- G. FOR ALL BEAM/COLUMN OR BEAM/BEAM CONNECTIONS, PROVIDE HORIZONTAL SHORT SLOTS IN CONNECTION MEMBER ONLY (WT-SECTIONS, ANGLES OR SHEAR PLATES).
- H. STRUCTURAL STEEL SUPPLIER TO FURNISH LINTELS FOR ALL MASONRY OPENINGS PER LOOSE LINTEL SCHEDULE OR AS SHOWN OTHERWISE ON STRUCTURAL DRAWINGS. ONE END OF THE LINTEL SHALL BE FREE TO MOVE HORIZONTALLY TO ALLOW FOR ELONGATION AND SHORTENING.
- I. THE TERMINOLOGY "CONTINUOUS" MEANS QUANTITY. PROVIDE THE NECESSARY JOINT DETAILS TO ALLOW FOR BUILDING MOVEMENTS. COORDINATE LOCATIONS WITH ARCHITECTURAL CONTROL AND EXPANSION JOINTS.
- J. PROVIDE ANCHOR BOLTS FOR BEAMS BEARING ON MASONRY UNLESS OTHERWISE NOTED.
- K. PROVIDE TEMPORARY BRACING AND PRECAUTIONS NECESSARY TO COMPLY WITH ALL STEEL ERECTION STANDARDS AND TO WITHSTAND ALL CONSTRUCTION AND/OR LATERAL LOADS UNTIL ALL FIELD CONNECTIONS ARE COMPLETED AND PERMANENT LATERAL SYSTEMS AND DECKS ARE IN PLACE.
- L. STEEL FABRICATOR SHALL NOT RECEIVE ADDITIONAL COMPENSATION FOR SHOP DRAWING TIME FOR ANY REVISIONS TO ERECTION DRAWINGS NOR FOR ANY REVISIONS TO PIECE DRAWINGS PRIOR TO ENGINEER'S APPROVAL OF ERECTION DRAWINGS.
- M. UNLESS NOTED OTHERWISE, WHENEVER MASONRY RESTS ON STEEL BEAMS WITH FLANGES NARROWER THAN ACTUAL MASONRY THICKNESS, WELD 1/4" THICK CONTINUOUS PLATE TO BEAM FLANGE. WIDTH OF PLATE TO BE 1/2" NARROWER THAN MASONRY THICKNESS.
9. NON-SHRINK GROUT
- A. NON-SHRINK GROUT SHALL BE PROVIDED:
1. BETWEEN COLUMN BASES AND CONCRETE OR MASONRY SUPPORTS.
2. BETWEEN BEAM BEARING PLATES AND CONCRETE OR MASONRY SUPPORTS.
3. GROUT SHALL BE COMPLETE AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 6000 PSI PRIOR TO ADDING BUILDING LOADS ABOVE.
10. WOOD
- A. ALL FRAMING AND TRUSS LUMBER SHALL BE DRY DOUGLAS FIR, LARCH, GRADED BY WESTERN WOOD PRODUCTS ASSOCIATION AND CONFORMING TO INTERNATIONAL BUILDING CODE AS FOLLOWS:
2" THICK - 4" TO 6" WIDE (WALL STUD ONLY) STUD Fb = 700 PSI
2" TO 4" THICK - 6" AND WIDER NO. 2 Fb = 900 PSI
5" THICK - 5" AND WIDER NO. 1 Fb = 1350 PSI
NOTED ALLOWABLE STRESSES ARE MINIMUMS AND FOR NONREPETITIVE USES PRIOR TO ALLOWABLE STRESS INCREASES.
- B. WHEN PRESERVATIVE TREATED LUMBER IS REQUIRED BY CODE ALL CONNECTIONS AND NAILING SHALL BE ADEQUATELY GALVANIZED (DOUBLE DIPPED OR BETTER).
- C. TREATED SILL PLATE LUMBER MAY BE HEM-FIR, STRUCTURAL #1 GRADE.
- D. SOLID BLOCKING BETWEEN ALL JOISTS AT ALL SUPPORTS AND ENDS OF CANTILEVERS IS REQUIRED.
- E. FASTEN ALL WOOD MEMBERS WITH COMMON NAILS ACCORDING TO THE IBC SCHEDULE TABLE 2304-10.1 UNLESS NOTED OTHERWISE.
- F. PLYWOOD DECK AND/OR ORIENTED STRAND BOARD.
1. PANEL THICKNESS SHALL BE AS SHOWN ON THE DRAWING. APPLICATION SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF THE AMERICAN PLYWOOD ASSOCIATION.
2. EACH PANEL SHALL BE IDENTIFIED WITH THE GRADE-TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION AND SHALL MEET THE REQUIREMENTS OF U.S. PRODUCTS STANDARD PSI, LATEST EDITION FOR PLYWOOD. ALL PANELS WHICH HAVE ANY EDGE OR SURFACE PERMANENTLY EXPOSED TO THE WEATHER SHALL BE OF THE EXTERIOR TYPE.
3. FOR ROOF USE 5/8" (32/16 SPAN RATING) EXPOSURE I SHEATHING NAILED WITH 10D NAILS AT 4" ON CENTER ALONG PANEL EDGES AND AT 12" ALONG INTERMEDIATE SUPPORTS.
4. EXTERIOR WALLS SHALL HAVE ONE LAYER OF 1/2" EXPOSURE I PLYWOOD OR OSB SHEATHING NAILED WITH 8d (OR 10d) NAILS AT 6" ON CENTER ALONG PANEL EDGES AND 12" ON CENTER AT INTERMEDIATE SUPPORTS. ALL PANEL EDGES SHALL BE BLOCKED.
5. FLOORS AND ROOF SHEATHING SHALL BE INSTALLED WITH THE FACE GRAIN PERPENDICULAR TO SUPPORTS WITH END JOINTS STAGGERED.
6. INSTALL SUITABLE EDGE SUPPORT BY USE OF PLYCLIPS, TONGUE AND GROOVE PANELS OR SOLID WOOD BLOCKING SUPPORTS.
- G. LAMINATED VENEER LUMBER MEMBERS SHALL HAVE THE FOLLOWING STRESS CAPACITIES: Fb = 2800 PSI, E = 2,000,000 PSI, Fc = 750 PSI, Fv = 285 PSI. BUILT UP MEMBERS SHALL BE CONNECTED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS. CONTRACTOR SHALL HAVE THE OPTION OF USING 3 1/2" OR 5 1/4" WIDE MEMBERS.
- H. WOOD DECKING SHALL BE 2x 18g DOUGLAS-FIR LARCH (E=1,700,000 PSI, Fb=1450 PSI). PLANKS SHALL BE SPLICED AT CENTER OF SUPPORT MEMBERS WITH ADJACENT PLANKS SPLICED AT ALTERNATE SUPPORT MEMBERS. EACH DECK PLANK SHALL BE SLANT-NAILLED TO THE TONGUE OF THE ADJOINING COURSE WITH 8d NAILS AT 24" ON CENTER WITH ALTERNATE PLANK NAILING OFFSET 12". NAIL EACH PLANK TO EACH SUPPORT WITH (2)-16d NAILS-1 STRAIGHT, 1 SLANTED. WOOD DECKING SHALL BE GLUED IN THE GROOVE JOINT WITH 40% GLUE COVERAGE.
11. NON-STRUCTURAL ELEMENTS
- A. ELEMENTS SUCH AS NON-BEARING PARTITIONS, ETC. ATTACHED TO AND/OR SUPPORTED BY STRUCTURE SHALL TAKE INTO ACCOUNT DEFLECTIONS AND OTHER STRUCTURAL MOVEMENTS.
- B. FIRE PROTECTION FOR ALL STRUCTURAL PARTS SHALL BE PROVIDED AND SHALL MEET ALL CODE REQUIREMENTS FOR THE TYPE OF CONSTRUCTION SPECIFIED BY THE ARCHITECTURAL DRAWINGS. STRUCTURAL STEEL MEMBERS SHALL BE CONSIDERED UNRESTRAINED UNLESS NOTED OTHERWISE.
12. GENERAL
- A. ENGINEER'S ACCEPTANCE MUST BE SECURED FOR ALL STRUCTURAL SUBSTITUTIONS.
- B. VERIFY ALL OPENINGS THROUGH FLOORS, ROOF AND WALLS WITH MECHANICAL AND ELECTRICAL CONTRACTORS. VERIFICATION OF LOCATIONS, SIZES, LINTELS AND REQUIRED CONNECTIONS ARE CONTRACTOR'S COMPLETE RESPONSIBILITY.
- C. PRIOR TO INSTALLATION OF MECHANICAL AND ELECTRICAL EQUIPMENT OR OTHER ITEMS TO BE ATTACHED TO THE STRUCTURE, ENGINEER'S APPROVAL OF CONNECTIONS AND SUPPORTS SHALL BE OBTAINED. UNLESS SPECIFICALLY DETAILED ON ARCHITECTURAL AND STRUCTURAL DRAWINGS, RESPECTIVE SUBCONTRACTOR SHALL FURNISH ALL HANGERS, CONNECTIONS, ETC., REQUIRED FOR INSTALLATION OF HIS ITEMS.
- D. PROVIDE ALL EMBEDDED ITEMS IN STRUCTURE AS NOTED ON ARCHITECTURAL, MECHANICAL, ELECTRICAL AND STRUCTURAL DRAWINGS. MISCELLANEOUS EMBEDDED ITEMS AND ANCHOR BOLTS SHALL BE FURNISHED BY STEEL SUPPLIER AND INSTALLED BY CONCRETE CONTRACTOR. STEEL SHALL FULFILL ASTM A36.
- E. PROVIDE ASPHALTIC MASTIC-COATING ON ALL STEEL AND WOOD EXPOSED TO EARTH.
- F. SUBMIT SHOP AND ERECTION DRAWINGS TO ENGINEER FOR REVIEW OF ALL STRUCTURAL STEEL. THE MANUFACTURING OR FABRICATION OF ANY ITEMS PRIOR TO WRITTEN REVIEW OF SHOP DRAWINGS WILL BE ENTIRELY AT THE RISK OF THE CONTRACTOR. SHOP DRAWINGS NOT REVIEWED AND STAMPED BY CONTRACTOR PRIOR TO SUBMITTING WILL BE RETURNED AND NOT REVIEWED.
- G. WATERPROOFING, VAPOR BARRIERS, WATERSTOP, ETC., SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS AND AS INDICATED IN THE SPECIFICATIONS.
- H. ALL MASONRY AND STONE VENEERS SHALL BE ATTACHED TO INTERIOR AND EXTERIOR WALLS AS SPECIFIED IN SECTION 1405 OF THE INTERNATIONAL BUILDING CODE.
- I. ALL DIMENSIONS ON STRUCTURAL DRAWINGS SHALL BE CHECKED AGAINST FIELD CONDITIONS AND ARCHITECTURAL DRAWINGS.
- J. CONTRACTOR SHALL VERIFY ALL ASSUMED EXISTING CONDITIONS. IF CONDITIONS ARE DIFFERENT THAN ASSUMED, NOTIFY ENGINEER. (FOR RENOVATIONS OR ADDITIONS)
- K. PRE-MANUFACTURED STAIRS, HANDRAILS, AND GUARDRAILS NOTED ON PLAN SHALL HAVE ALL ENGINEERING, DESIGN AND DETAILING PROVIDED BY STAIR DESIGNER AND SHALL BE SUBMITTED FOR ARCHITECT'S REVIEW BEARING THE SEAL OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF COLORADO. STAIRS SHALL BE DESIGNED TO SUPPORT A LIVE LOAD OF 100 PSF. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS AND CRITERIA.

WOOD SHEAR WALL SCHEDULE					
TYPE AND SHEAR CAPACITY	SHEATHING	NAILING AT PANEL EDGES	STUDS AT ADJOINING PANEL EDGES (I3)	STUDS NOT AT PANEL EDGES	ANCHOR BOLTS AT FOUNDATION (B, IO)
 310 PLF	15/32" PLYWOOD ONE SIDE	10d NAILS AT 6"	2x	2x	1/2" ø AT 2'-0"
NOTES: 1. ALL PLYWOOD PANEL EDGES SHALL BE BLOCKED. BLOCKING SHALL MATCH THE STUDS AT ADJOINING PANEL EDGES. 2. NAIL SPACING AT 12" ON CENTER ALONG INTERMEDIATE FRAMING MEMBERS. 3. ALL EXTERIOR WALLS SHALL BE TYPE  SHEAR WALLS WITH 2x STUDS AT 1'-4" MAX. UNLESS NOTED OTHERWISE. 4. STAGGER ALL SHEATHING JOINT AND SILL PLATE NAILING. 5. NAILS SHALL BE COMMON OR GALVANIZED BOX IN PLYWOOD SHEAR WALLS. 6. ALL PLYWOOD PANELS SHALL BE APA RATED EXPOSURE I SHEATHING, UNLESS NOTED OTHERWISE. 8. 1/2" ø X 10" ANCHOR BOLTS MAY BE REPLACED WITH SIMPSON 1/2" ø (X 4 1/2" EMBEDMENT) TITEN HD ANCHORS AT EQUAL SPACING.					



IMAGINING
Previously: Manning & Newell Engineers, Inc.

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SEAL OF THE STATE OF COLORADO
Professional Engineer
No. 100000000
Date: 5/18/22

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D	3/27/18	PHASE 1 - 100% CD
E	4/19/18	PHASE 1 - 100% CD REV. 1
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GENERAL NOTES

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10700	3/27/2018
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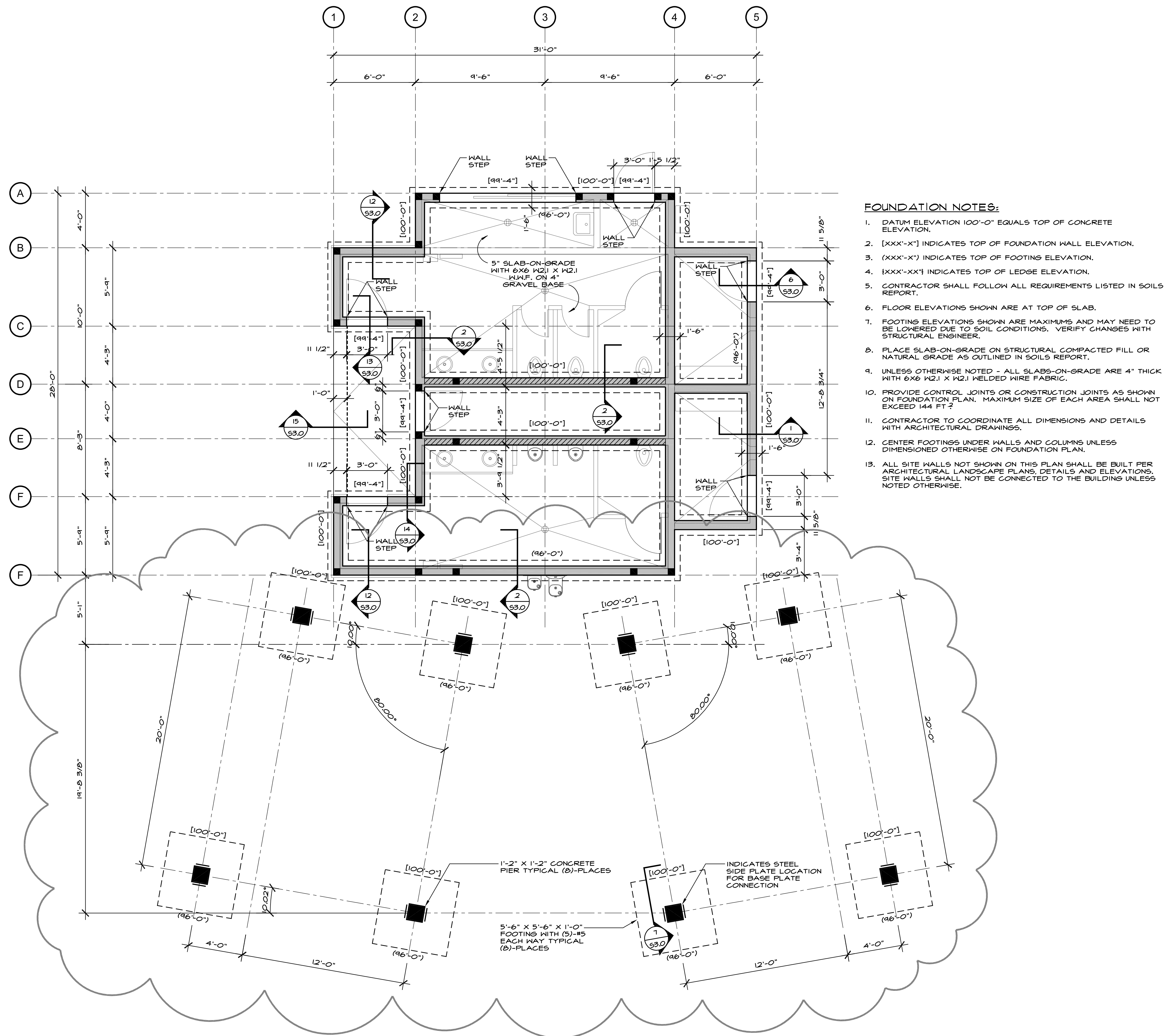


EXHIBIT C 12 of 14



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FOUNDATION PLAN

PROJECT No.	DATE
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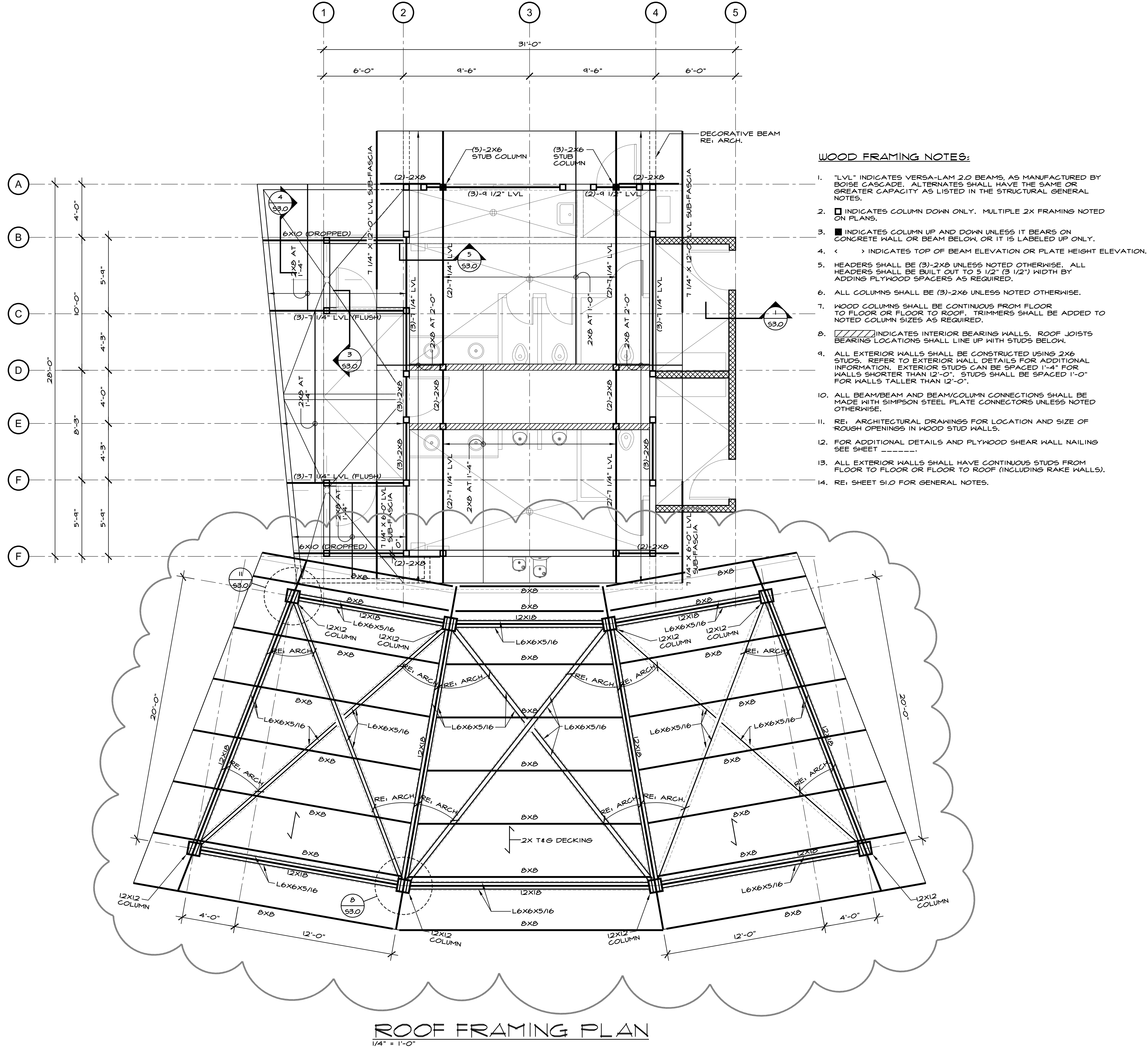


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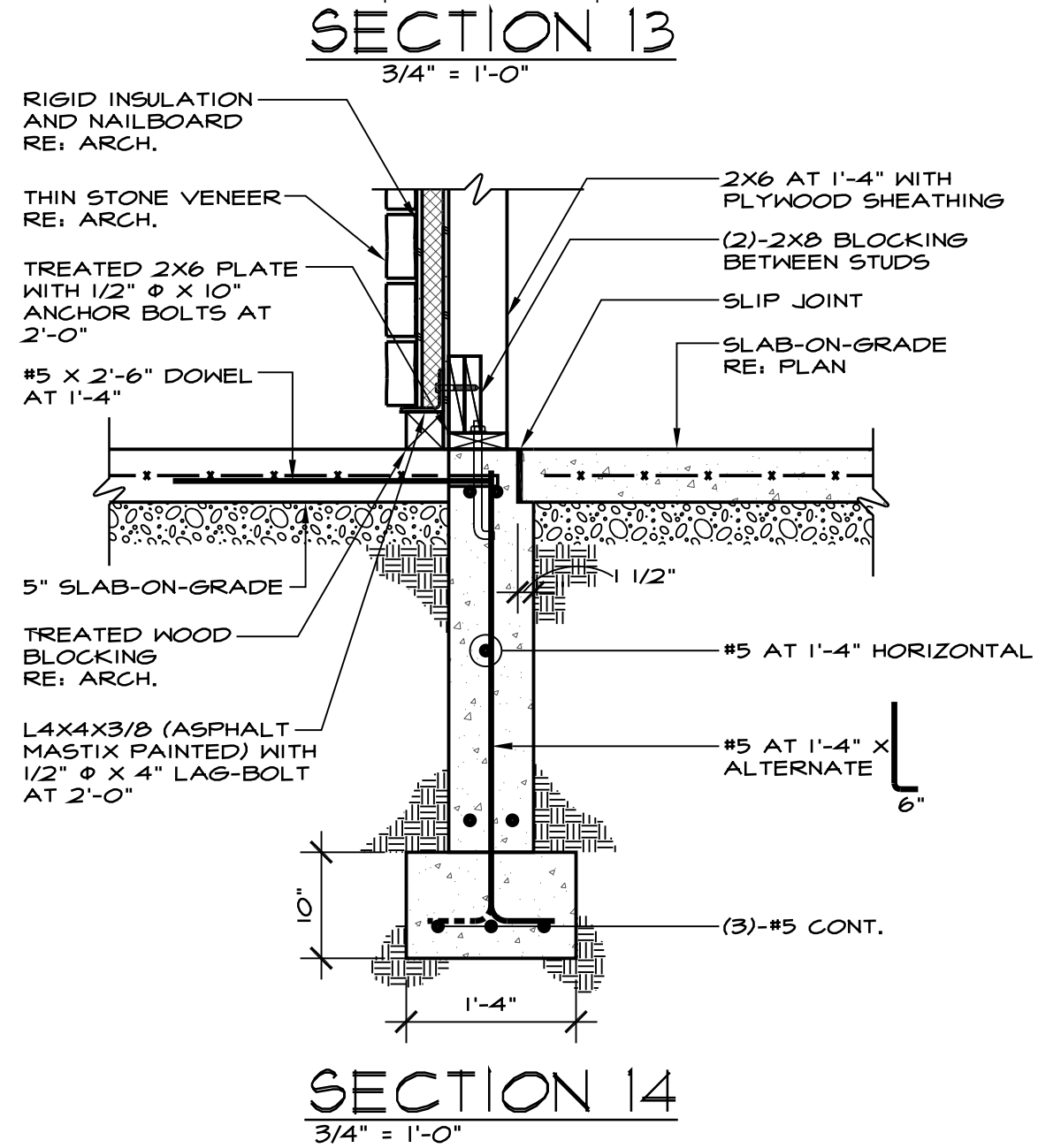
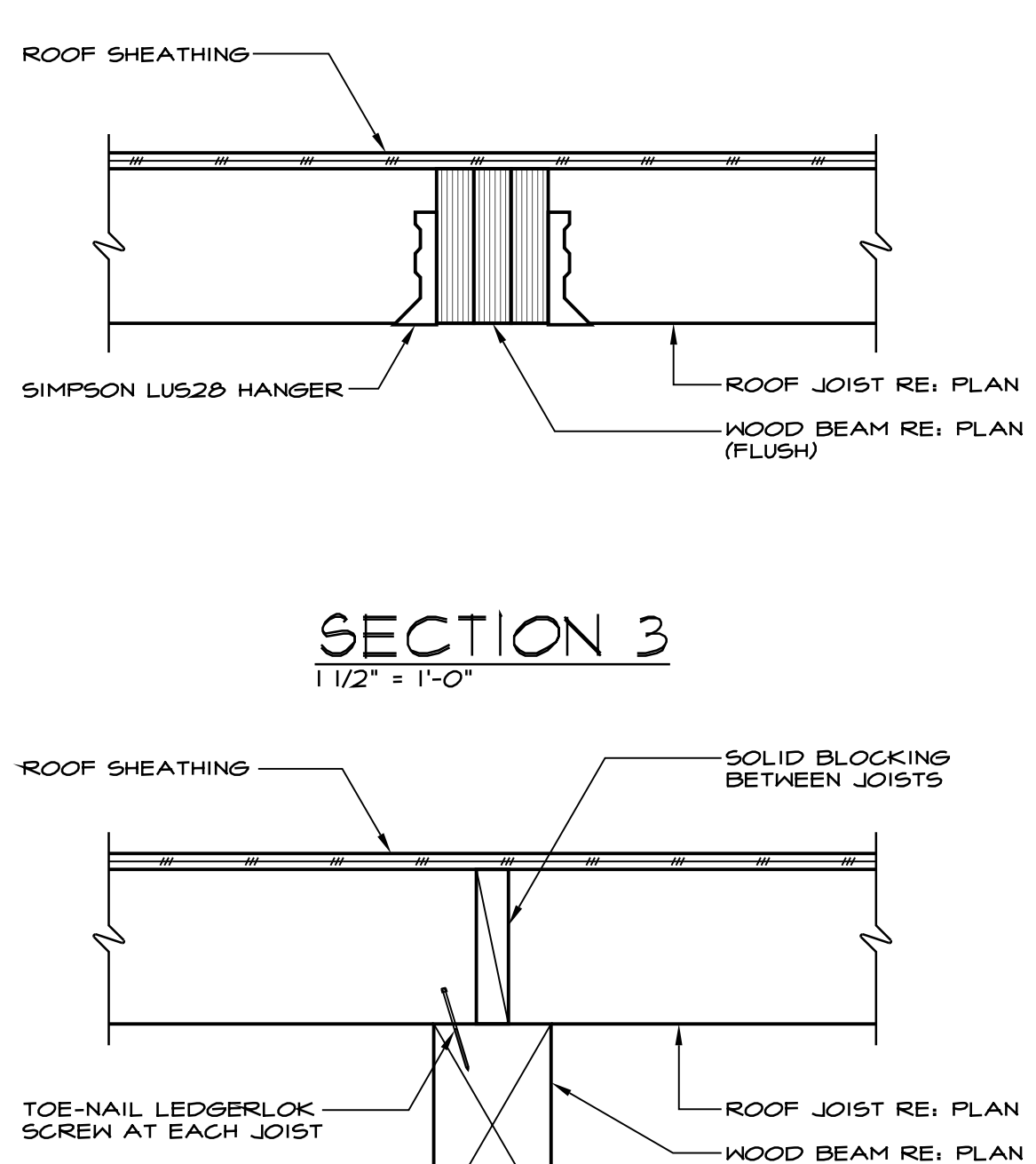
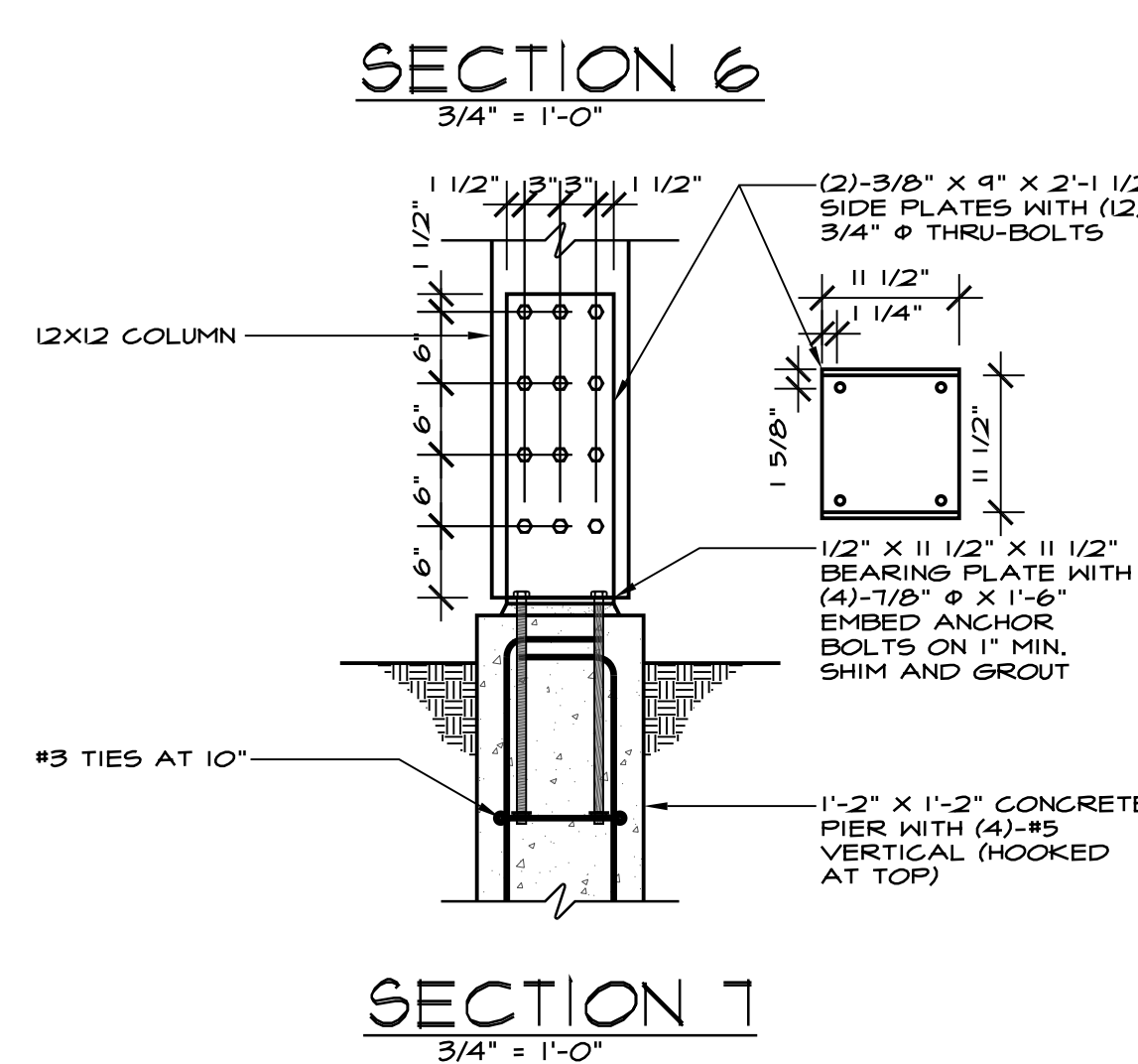
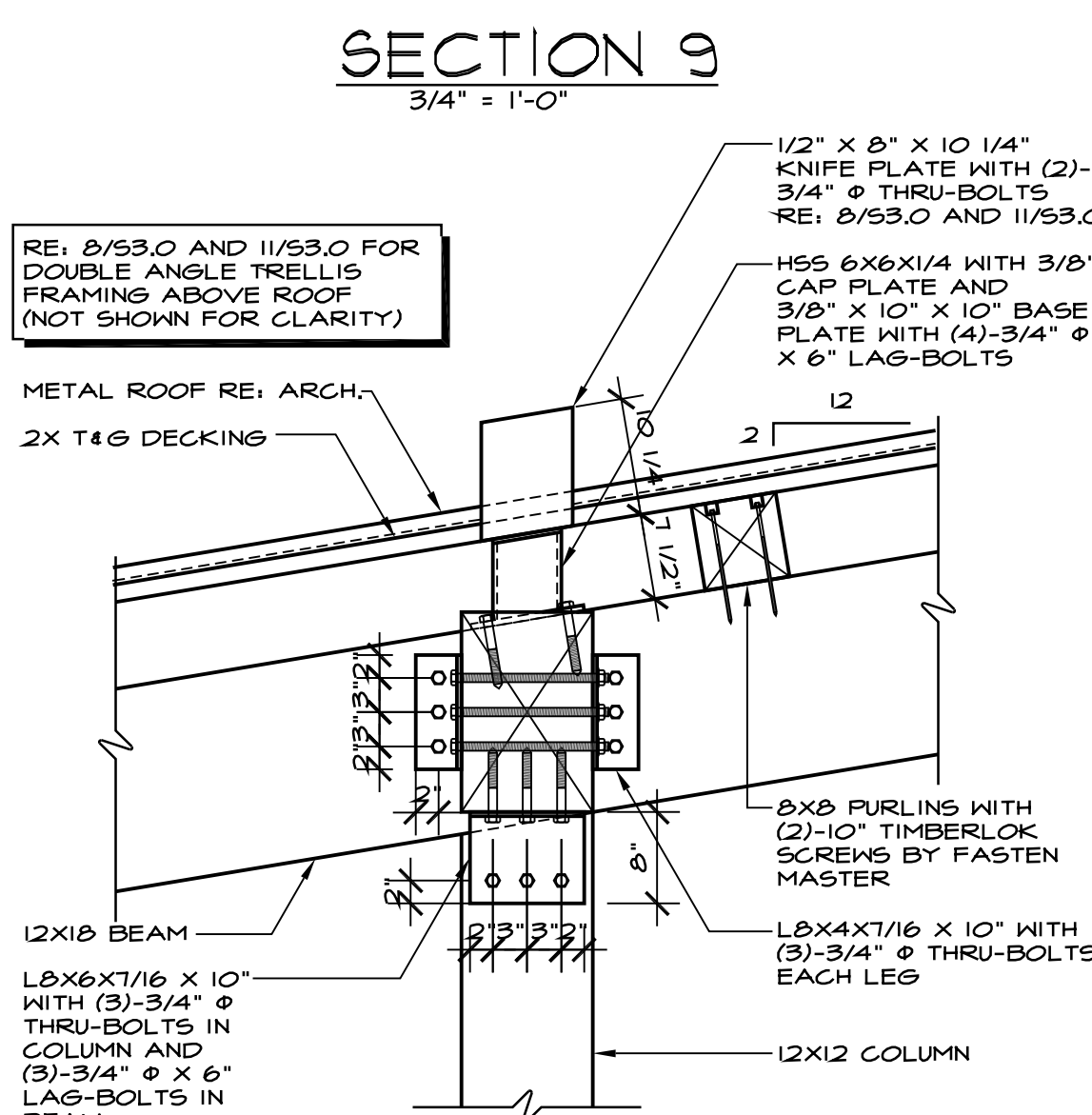
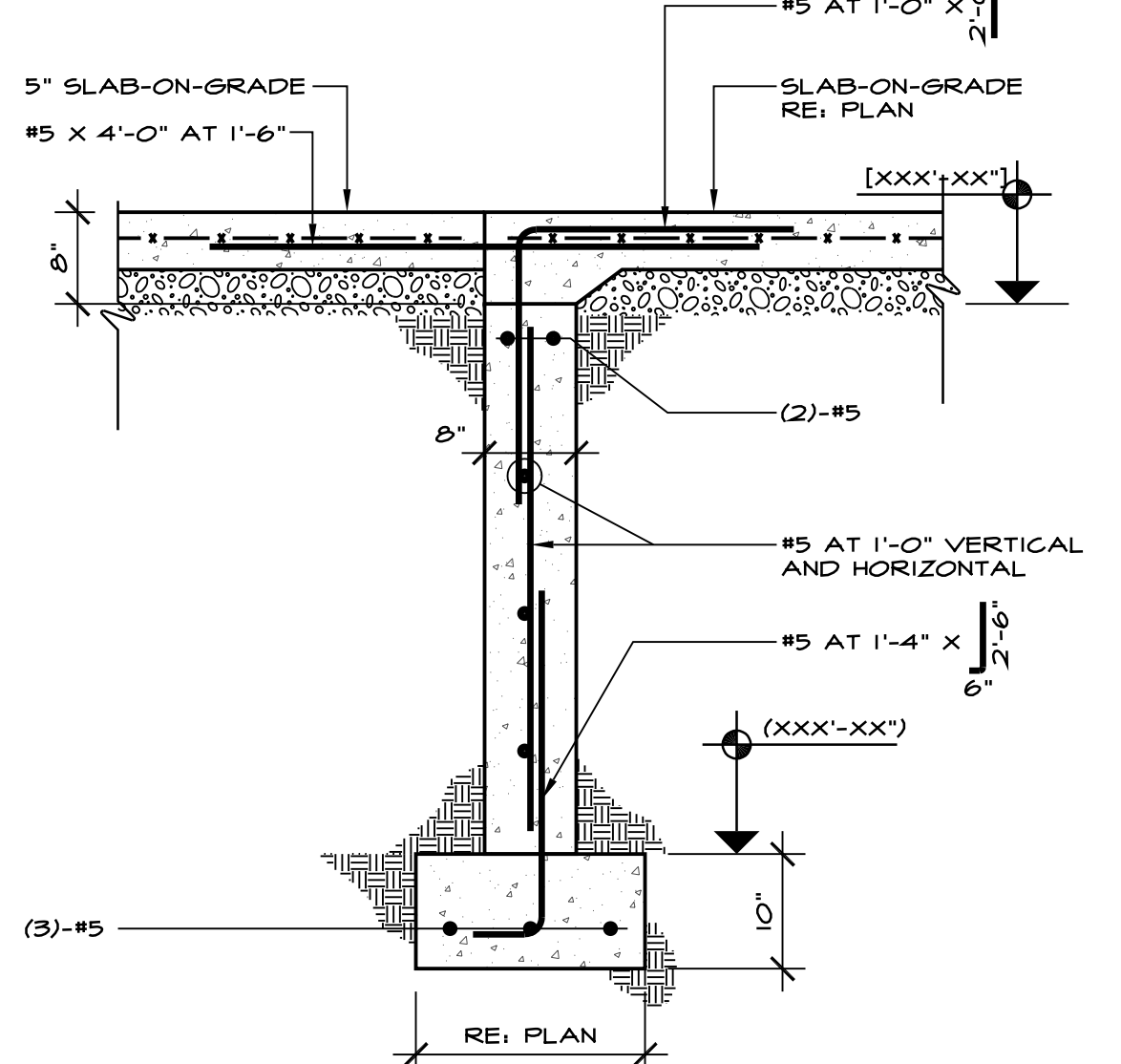
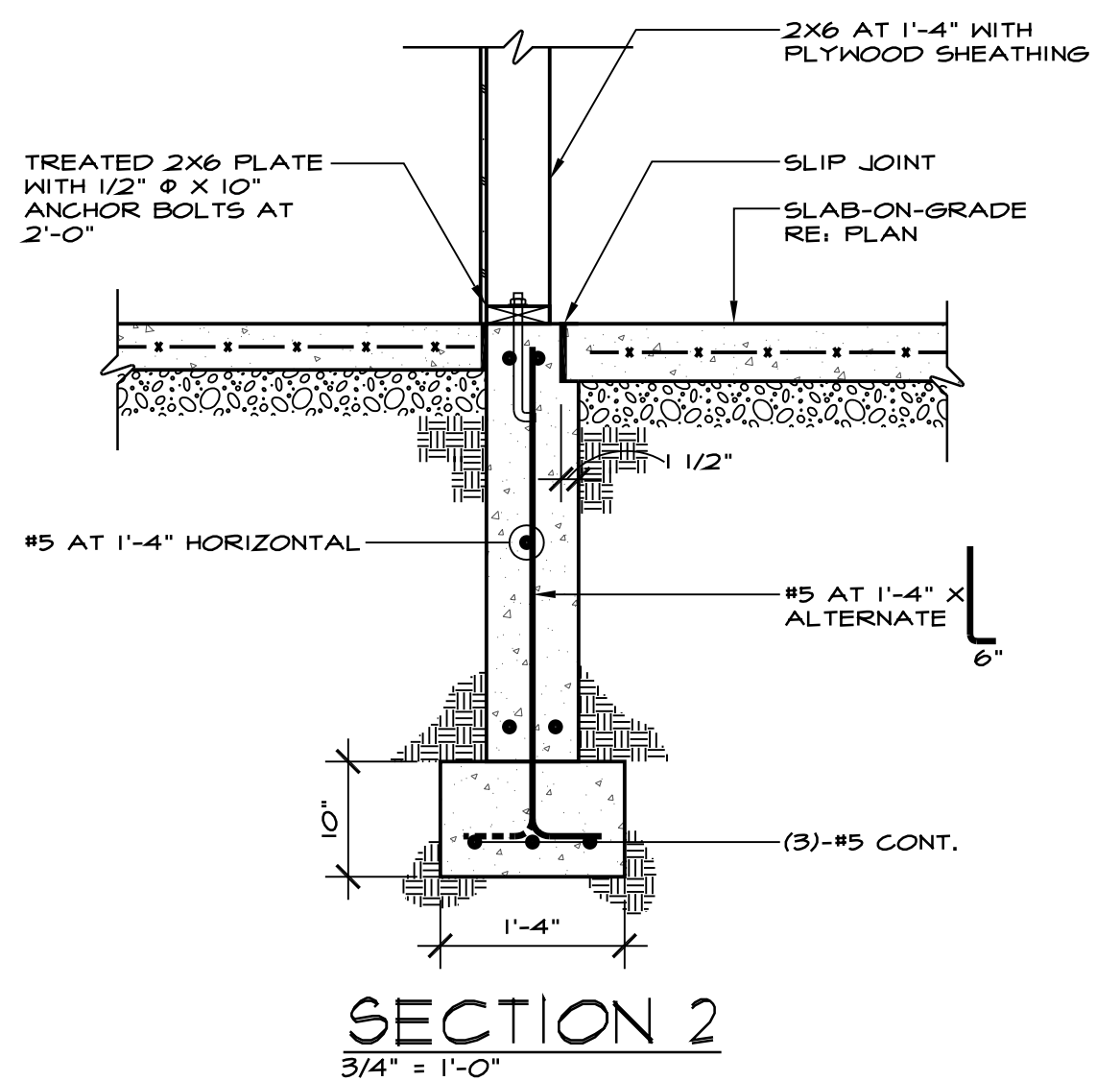
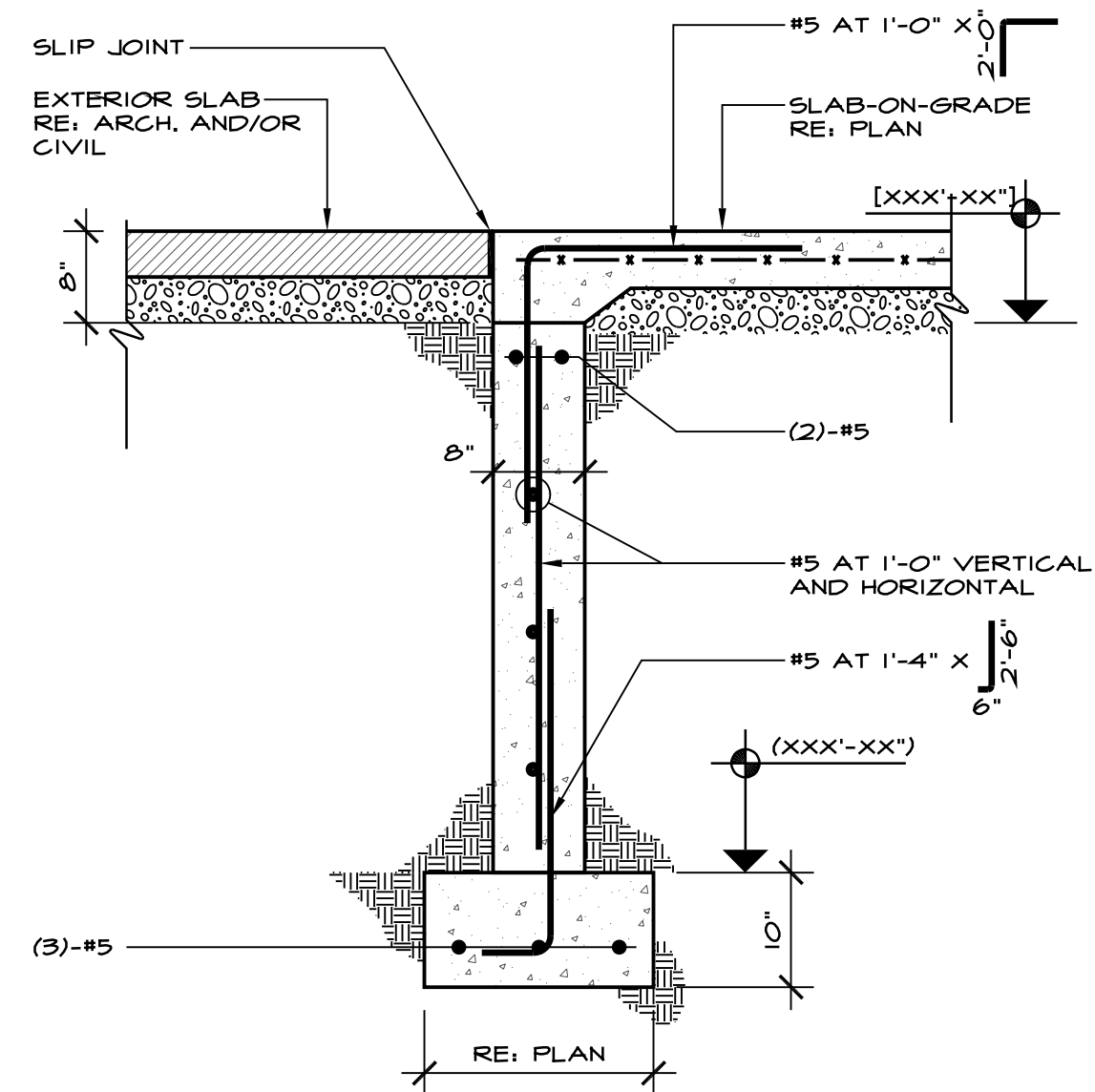
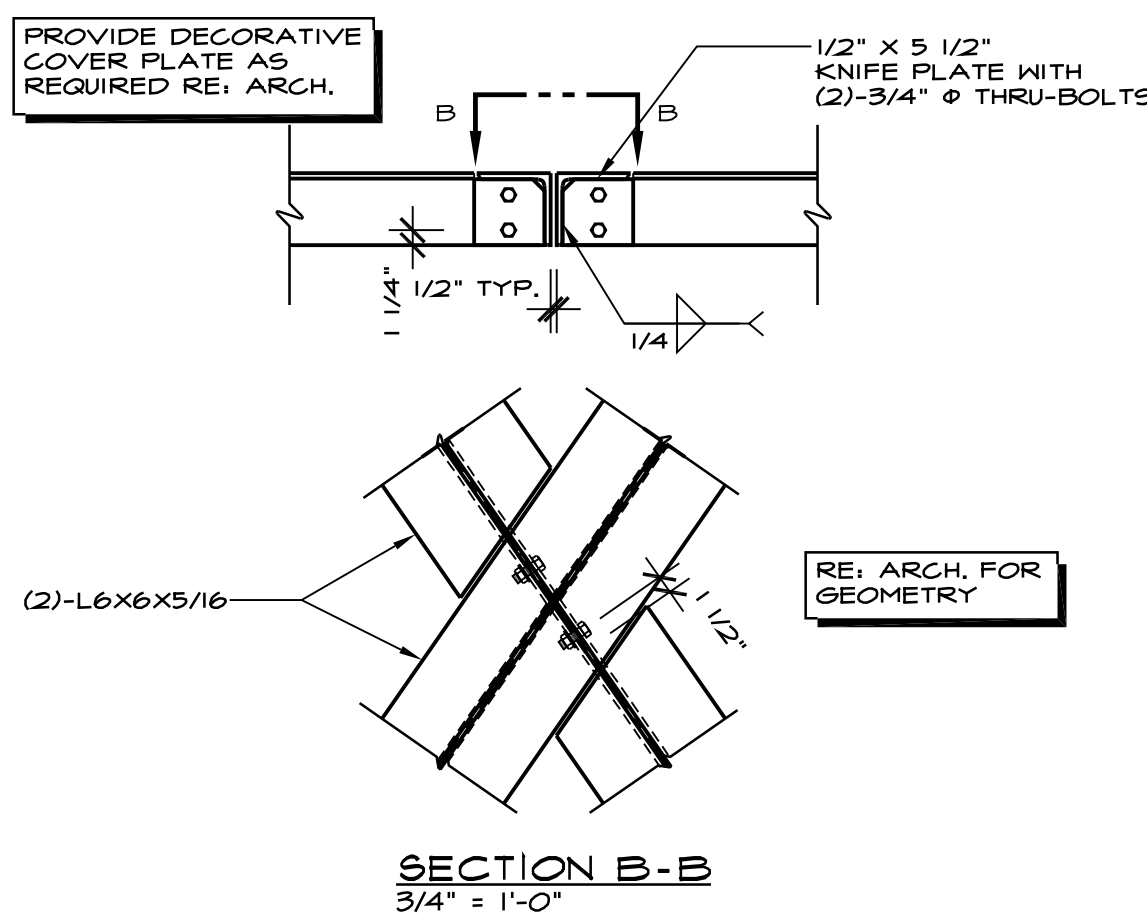
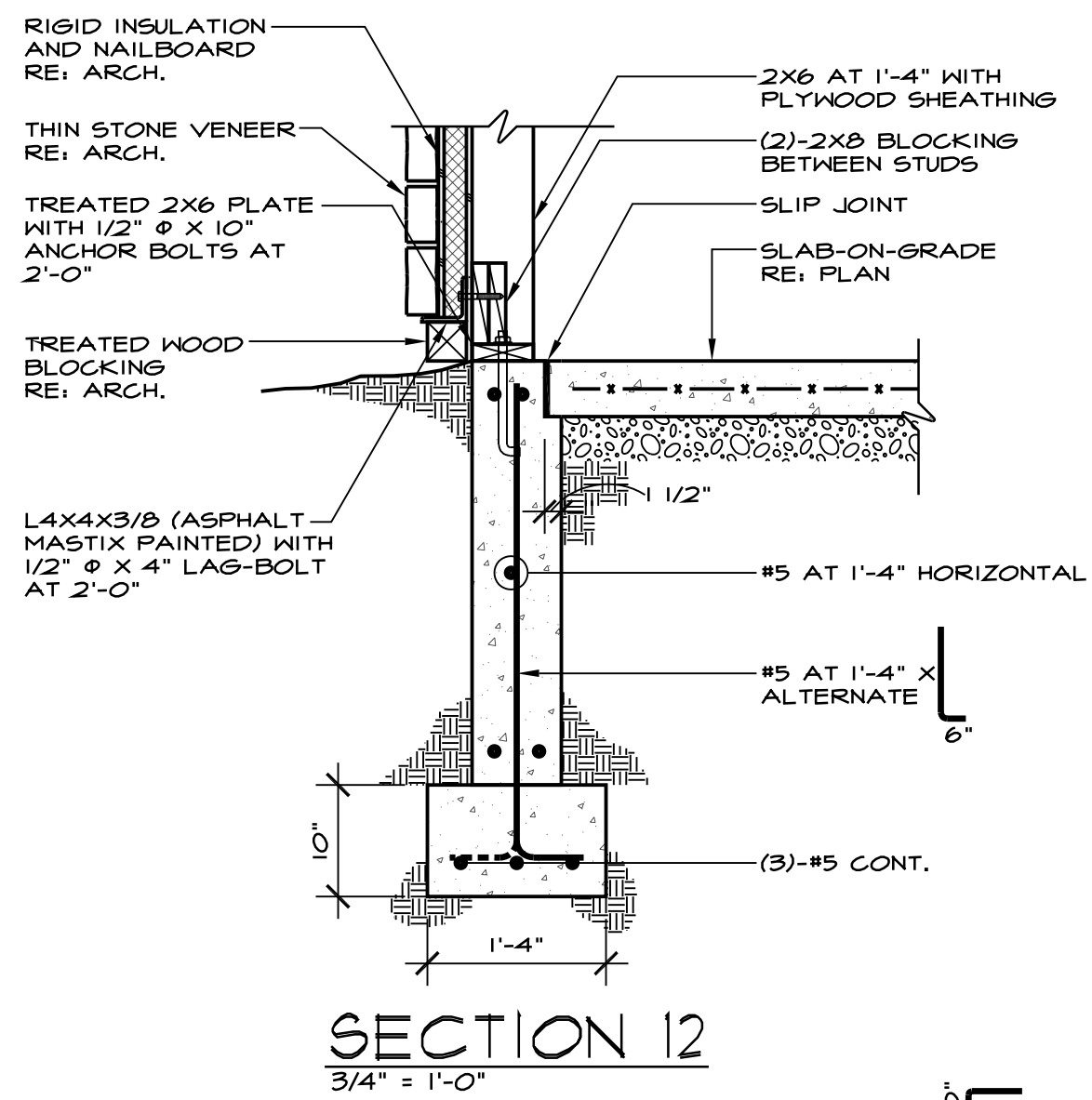
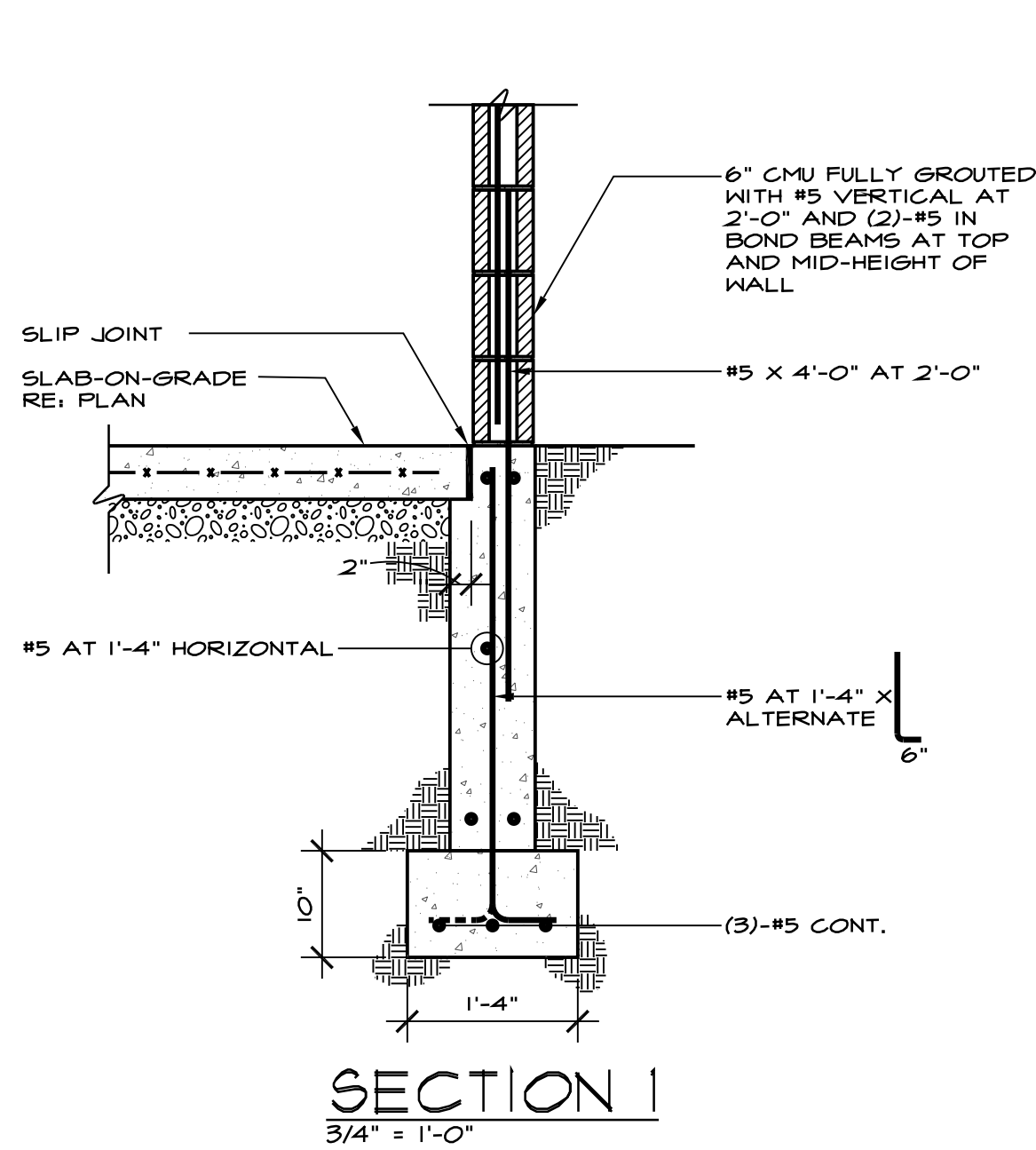
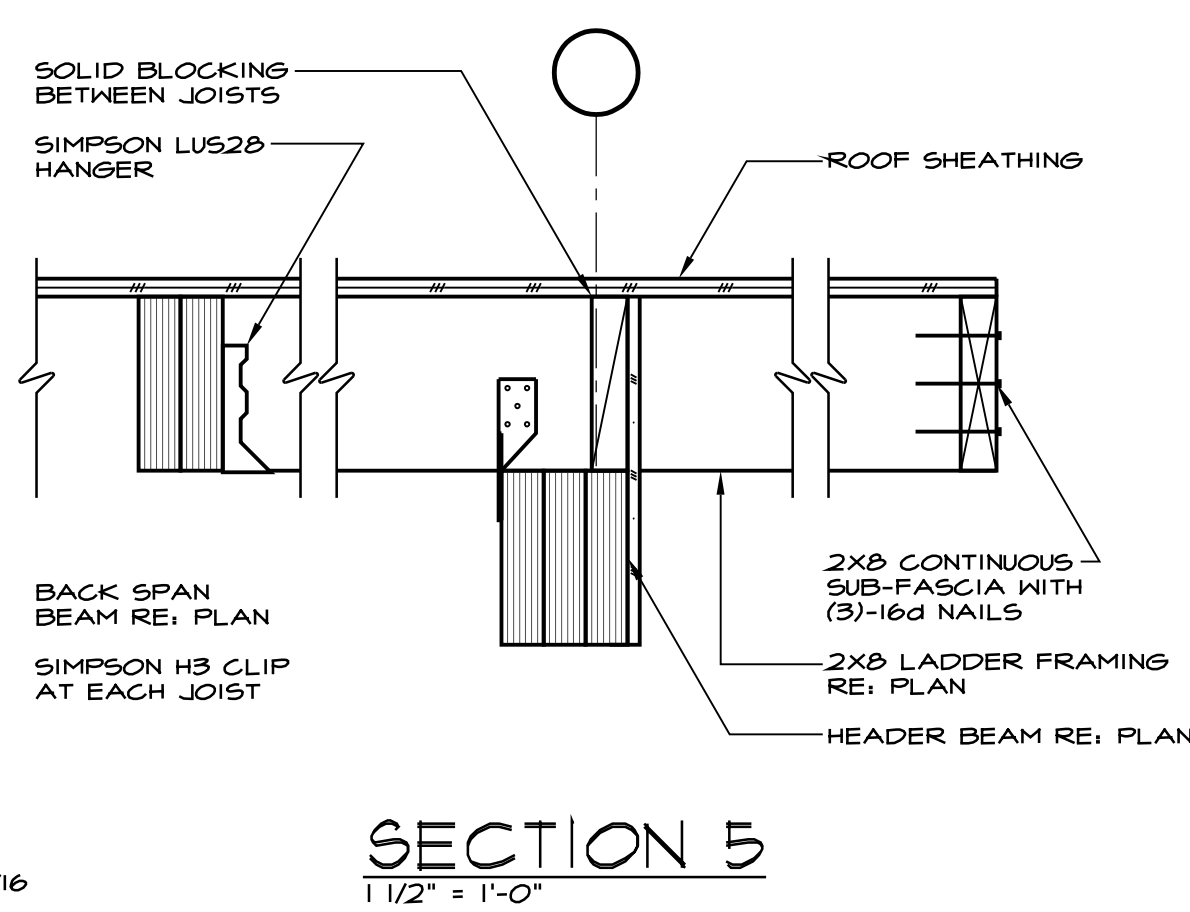
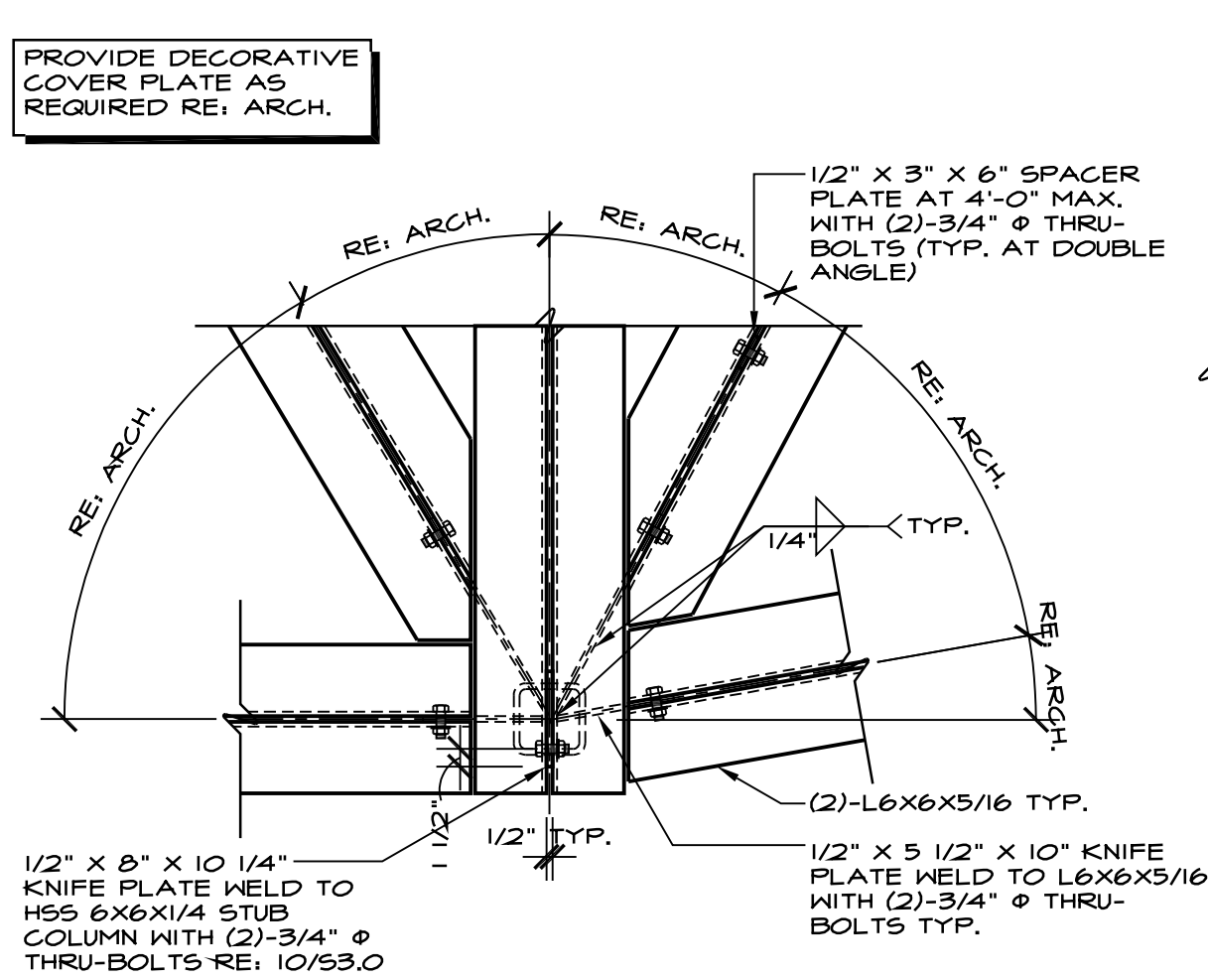
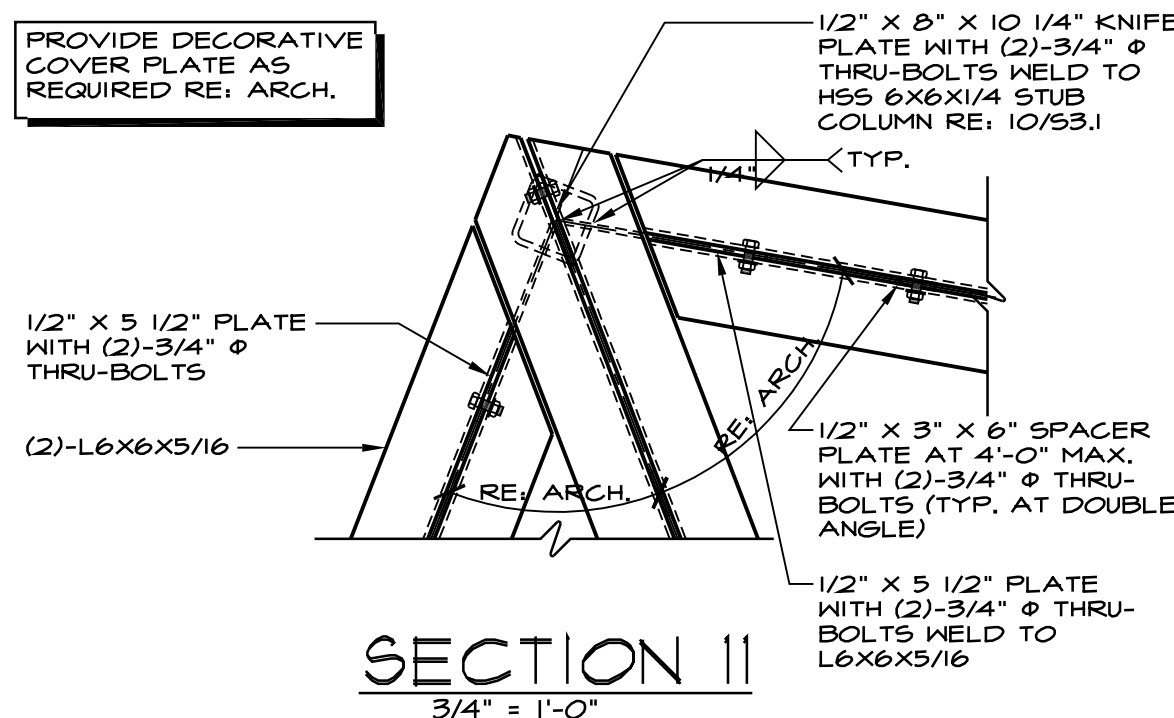
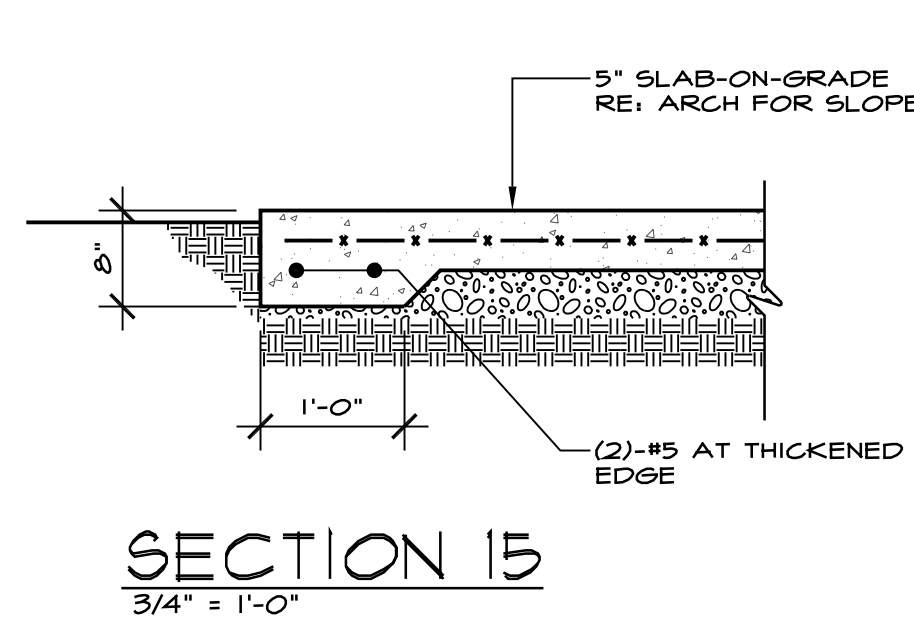
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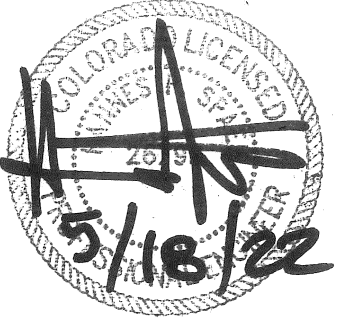




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FRAMING AND FOUNDATION DETAILS

PROJECT No.	DATE
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S3.0

OF



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: June 28, 2022

Agenda Item: Resolution 51, Series 2022 "A Resolution Approving a First Amendment to an Intergovernmental Agreement Between Eagle County, Colorado and the Town of Eagle Concerning Authorization for Law Enforcement Services Within Portions of Unincorporated Eagle County Known as the Eagle River Park"

REQUEST: Consideration of approval to continue Eagle Police coverage at portions of unincorporated Eagle County known as the Eagle River Park .

BACKGROUND:

On March 27, 2018, the Town of Eagle, Colorado and Eagle, County, Colorado entered into an Intergovernmental Agreement to authorize the Town of Eagle to provide primary police coverage for portions of unincorporated Eagle County know as Eagle River Park. This represents the 1st Amendment to the initial agreement.

ANALYSIS: In the original agreement, the Town of Eagle assumed responsibility to conduct primary law enforcement at Eagle River Park for non-felony incidents. The Eagle County Sheriff's office assumed jurisdiction for felony incidents at the Eagle River Park. During the Eagle County Fair and Rodeo, the Sheriff's office assumed full jurisdiction of the Fairgrounds property.

With the passage of Senate Bill 21-211 and Colorado House Bill 22-229, and potential legal ramifications, review of the initial agreement was done by attorneys representing both the Town of Eagle and Eagle County. These bills caused reclassification of certain types of violations from petty offenses or misdemeanors to civil infractions subject to a new civil infraction court/assessment procedure.

The results of those attorney discussions are reflected in Exhibit A, the proposed 1st Amendment.

COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT: TBD

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Strengthen Town Organization and Culture by continuing our long time partnership with Eagle County to provide services and reflect interagency cooperation.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to Approve (or Deny) Resolution 51, approving a First Amendment to an Intergovernmental Agreement Between Eagle County, Colorado and the Town of Eagle, Colorado concerning authorization of law enforcement services within portions of unincorporated Eagle County known as Eagle River Park.

ATTACHMENTS:

1. Resolution 51-2022 Eagle River Park Police Agreement with Eagle County-jmm (002)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 51
(Series 2022)

**A RESOLUTION APPROVING A FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN EAGLE COUNTY, COLORADO AND THE TOWN OF EAGLE CONCERNING
AUTHORIZATION FOR LAW ENFORCEMENT SERVICES WITHIN PORTIONS OF
UNINCORPORATED EAGLE COUNTY KNOWN AS THE EAGLE RIVER PARK**

WHEREAS, on March 27, 2018, the County and the Town entered into an agreement pursuant to C.R.S. §§ 16-3-110(2); 29-1-201, *et seq*; and 30-11-410 (2), for the Town to conduct primary law enforcement services at the Eagle River Park (the “Original Agreement”);

WHEREAS, under the terms of the Original Agreement, the Town assumed primary jurisdiction for non-felony incidents and the Sheriff retained jurisdiction for incidents resulting in felony charges, except for during the Eagle County Fair and Rodeo, when the Sheriff would retain full jurisdiction for all incidents;

WHEREAS, the passage of Colorado Senate Bill 21-271 and Colorado House Bill 22-1229 caused the reclassification of certain types of violations from petty offenses or misdemeanors to civil infractions subject to a new civil-infraction court/assessment procedure; and

WHEREAS, the parties now wish to revise the Original Agreement to identify the parties’ responsibilities with respect to incidents that may result in a civil infraction charge in the form attached hereto as **Exhibit A**, and incorporated herein by this reference (the “First Amendment”).

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

- 1., The Town Council approves First Amendment in substantially the form attached hereto as **Exhibit A**, and in a form approved by the Town Attorney, and authorizes the Town Manager to execute the First Amendment on behalf of the Town.
2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on June 28, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT CONCERNING
AUTHORIZATION FOR LAW ENFORCEMENT SERVICES
WITHIN PORTIONS OF UNINCORPORATED EAGLE COUNTY KNOWN AS THE
EAGLE RIVER PARK**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT Concerning Authorization for Law Enforcement Services within Portions of Unincorporated Eagle County Known as the Eagle River Park (“First Amendment”) is made this __ day of _____, 2022, by and between the Town of Eagle, Colorado and the Town of Eagle Police Department (hereinafter referred to as “Eagle” or the “Town”) and the Eagle County Sheriff’s Office and the County of Eagle, State of Colorado (hereinafter collectively referred to as the “County”). The County and Eagle shall collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, by IGA dated March 27, 2018, County and the Town entered into an Agreement pursuant to C.R.S. §§ 16-3-110(2); 29-1-201, *et seq*; and 30-11-410 (2), for the Town to conduct primary law enforcement services at the Eagle River Park (the “Original Agreement”); and

WHEREAS, under the terms of the Original Agreement, the Town assumed primary jurisdiction for non-felony incidents and the Sheriff retained jurisdiction for incidents resulting in felony charges, except for during the Eagle County Fair and Rodeo, when the Sheriff would retain full jurisdiction for all incidents; and

WHEREAS, the passage of Colorado Senate Bill 21-271 and Colorado House Bill 22-1229 caused the reclassification of certain types of violations from petty offenses or misdemeanors to civil infractions subject to a new civil-infraction court/assessment procedure; and

WHEREAS, the Parties wish to revise the Original Agreement to identify the Parties’ responsibilities with respect to incidents that may result in a civil infraction charge.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the adequacy of which are hereby acknowledged, the Parties agree that the Original Agreement shall be amended as follows:

1. Paragraph 2, Jurisdiction, is hereby deleted and replaced with the following:

The Parties agree that during the term of this Agreement, subject to the provisions of Paragraph 1 of the Original Agreement, the Town will assume primary jurisdiction for incidents arising on the Premises that do not result in a felony or civil infraction charge under the Colorado Revised Statutes. The Eagle County Sheriff shall retain primary jurisdiction for incidents resulting in felony or civil infraction charges. However, the Eagle County Sheriff shall provide primary law enforcement services during the Eagle County Fair and Rodeo. Nothing in this Agreement shall

be construed to limit or otherwise affect the law enforcement authority of the County or of the Town.

2. Capitalized terms in this First Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the First Amendment conflict with, modify, or supplement portions of the Use Agreement or its First Amendment, the terms and provisions contained in this First Amendment shall govern and control the rights and obligations of the Parties.

3. Except as expressly altered, modified and changed in this First Amendment, all terms and provisions of the Original Agreement, as well as exhibits thereto, shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.

4. This First Amendment shall be binding on the Parties hereto, their heirs, executors, successors, and assigns.

// signature page to follow //

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and be effective as of the day and year first above written.

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

By: _____
Jeanne McQueeney, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

EAGLE COUNTY SHERIFF

By: _____
Sheriff James Van Beek

**TOWN OF EAGLE, COLORADO
BY AND THROUGH ITS MAYOR**

BY: _____
Scott Turnipseed, Mayor

ATTEST:

BY: _____
Jenny Rakow, Town Clerk

**TOWN OF EAGLE POLICE DEPARTMENT
BY AND THROUGH ITS POLICE CHIEF**

BY: _____
Carrie Buhlman, Interim Chief of Police



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: June 28, 2022

Agenda Item: Resolution 50, Series 2022 "A Resolution of the Town Council of the Town of Eagle Colorado, Seeking Voter Approval of the Town's Participation in the Eagle Valley Transportation Authority"

REQUEST:

Consideration of Approval of the Resolution is seeking voter support of the Town's participation in the Eagle Valley Transportation Authority.

BACKGROUND:

Town representatives have been working through the Regional Transportation Authority committees: Formation Committee (Nick Sunday) and Technical (Jim White) to consider the value and efficacy of creating an RTA.

ANALYSIS:

Current efforts are underway to do an analysis of the financial support and community support for an RTA. This is a regional effort joined by Eagle County, its municipalities and representative metro districts. This Resolution supports the work done to date and endorses the Town of Eagle's intention to remain in partnership with other entities as the prospect of putting the RTA on the November 8, 2022 ballot continues forward.

COMMUNITY INPUT:

Community Polling has been done and another opportunity will be forthcoming.

BUDGET / STAFF IMPACT:

The Town of Eagle's share of placing the item on the ballot would be approximately \$4800-5000. Other future costs are not yet determined.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Stimulate Economic Vitality and Development by Improving Transportation Options and Services.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to Approve/Deny Resolution 50, A Resolution of the Town Council of the Town of Eagle, Colorado Seeking Voter Approval of the Town's Participation in the Eagle Valley Transportation Authority.

ATTACHMENTS:

1. Reso 50 EVRTA
2. Notice of RTA Formation to CDOT dated 6_7_2022 w_IGA attachment

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 50
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
SEEKING VOTER APPROVAL OF THE TOWN'S PARTICIPATION IN THE EAGLE VALLEY
TRANSPORTATION AUTHORITY

WHEREAS, the Regional Transportation Authority Law, C.R.S. § 43-4-601, *et seq.*, (the "RTA Law"), authorizes Colorado counties and municipalities to establish regional transportation authorities ("RTAs") to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to C.R.S. § 29-2-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution, governments may enter into intergovernmental agreements to provide for the joint exercise of any legally authorized function, service, or facility, including the establishment of a separate legal entity;

WHEREAS, enhancing regional transportation services for residents, businesses and visitors is a crucial step in meeting the Town's workforce, economic and climate goals;

WHEREAS, creation of an RTA is a desirable way to plan, finance, implement, and operate a regional public transportation system that better meets the Town's needs;

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement among Beaver Creek Metropolitan District, the Town of Avon, Eagle County, the Town of Eagle, the Town of Gypsum, the Town of Minturn, the Town of Red Cliff, and the Town of Vail, to establish the Eagle Valley Transportation Authority as an RTA (the "IGA");

WHEREAS, the Town Council supports the collaborative approach memorialized in the IGA; and

WHEREAS, § 603(4) of the RTA Law requires voter approval prior to establishment of an RTA.

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

Section 1. The Town Council hereby approves the IGA in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the IGA on behalf of the Town.

Section 2. Pursuant to § 2.04(b) of the IGA, the Town Council agrees to submit appropriate ballot measures to the Town's registered electors at a special election on November 8, 2022, to be coordinated with Eagle County.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 28, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



June 7, 2022

Colorado Department of Transportation
2829 W. Howard Pl.
Denver, CO 80204
Attn: Shoshana M. Lew, Executive Director

Re: Soliciting Review of Intergovernmental Agreement forming a Regional Transportation Authority

Dear Executive Director Lew:

I am writing to alert the Colorado Department of Transportation ("CDOT") that the Regional Transit Authority Formation Committee, of which Eagle County, the towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail, and the Beaver Creek Metropolitan District (together, the "RTA Formation Committee") are members, are proposing to enter into an intergovernmental agreement ("IGA") to create a regional transportation authority ("RTA"). The RTA will be formed pursuant to the Colorado Regional Transportation Law ("Law").

The RTA Formation Committee submits the attached copy of the Eagle River Valley Regional Transportation Authority Intergovernmental Agreement for your review in accordance with C.R.S. § 43-4-603(1). If CDOT identifies any portion of the regional transportation system to be provided by the proposed RTA "involv[ing] road construction or improvement . . . that are on, alter the physical structure of, or negatively impact safe operation of any highway, road or street under its jurisdiction," the Law allows ninety days for CDOT to request removal of such projects or request an intergovernmental agreement to address any negative impacts of which CDOT can provide evidence.

The IGA, as transmitted with this letter, reflects input from two public hearings in each member jurisdiction, local stakeholder meetings, and preliminary discussions with Region 3 CDOT representatives, and bordering jurisdictions. The RTA Formation Committee is targeting final approval of the IGA by its member jurisdictions in late August 2022 to meet November election deadlines.

The RTA Formation Committee welcomes the opportunity to meet to answer any questions and respectfully requests your early response to assure it can meet November election deadlines. If CDOT does not identify any need to request further action by the RTA Formation Committee, we also would

appreciate your early response that no further action is necessary based on CDOT review. It is our hope and intention to take action in late August to refer a ballot question to the November 2022 election, which would authorize the formation of this RTA as well as approve funding sources to support this RTA. We look forward to enhancing our transit services and capacity in the Eagle River Valley region with the continued partnership of CDOT.

This notice remains subject to all approvals required for formal action by the jurisdictions represented on the RTA Formation Committee. We appreciate CDOT's input to the formation process.

Sincerely,



Jeanne McQueeney
Eagle County Commissioner
on behalf of the RTA Formation Committee

Encls IGA Draft of May 26, 2022

cc: Amber Blake, Director, CDOT Division of Transit and Rail
Mike Goolsby, Director, CDOT Region 3
RTA Formation Committee

**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

by and among

BEAVER CREEK METROPOLITAN DISTRICT

TOWN OF AVON, COLORADO

EAGLE COUNTY, COLORADO

TOWN OF EAGLE, COLORADO

TOWN OF GYPSUM, COLORADO

TOWN OF MINTURN, COLORADO

TOWN OF RED CLIFF, COLORADO

and

TOWN OF VAIL, COLORADO

Dated as of [, 2022]

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

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**EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

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

RECITALS

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

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

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

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

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

WHEREAS, extensive input from local businesses, employees, nonprofits and community members have made clear that the creation of a Regional Transportation Authority (“RTA”) is a desirable way to plan, finance, implement and operate a more comprehensive regional transportation system that better meets the needs of communities;

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

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

AGREEMENT

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

ARTICLE 1 DEFINITIONS

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

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

“Act” is defined in the Recitals.

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

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

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

“*Authority*” means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional

transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

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

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

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

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

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

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

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

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

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

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

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

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

“Intergovernmental Relations Statute” is defined in the Recitals.

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

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

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

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

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

ARTICLE 2 ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

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

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

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

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

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

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

Section 2.04 Voter Approval.

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

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

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

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

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

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

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

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

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

(b) With the intent to put forth these measures as a coordinated election under the Clerk of Eagle County, the Governing Body of the Initial Signatory named in the title of each Ballot Question shall take all actions necessary to submit such Ballot Question to the appropriate registered electors at the Election. Each Ballot Question submitted to the registered election shall be consistent with the terms of this Agreement and the corresponding draft Ballot Question attached in Appendices B-1 through B-8. The designated election official for a coordinated election shall be the Eagle County Clerk and Recorder.

(c) The costs of conducting the November 8, 2022, election shall be as payable by each Initial Signatory in the following proportions:

- (i) 10.76% by the Town of Avon;
- (ii) 0.87% by the Beaver Creek Metropolitan District;
- (iii) 16.12% by the Town of Eagle;
- (iv) 15.56% by the Town of Gypsum;
- (v) 2.66% by the Town of Minturn;
- (vi) 0.84% by the Town of Red Cliff;
- (vii) 13.66% by the Town of Vail; and
- (viii) and 39.53% by Eagle County.

Section 2.05 Initial Members.

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 BOARD OF DIRECTORS

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

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

Section 3.03 Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed

as such Member's Director is absent from a Board meeting or in the event such Director has resigned or been removed and no replacement Director has been appointed.

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

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

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

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

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

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

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

requirements for a Director participating electronically to be considered “present” for purposes of establishing a quorum and voting on agenda items.

Section 3.11 Voting Requirements.

(a) Except as otherwise provided in subsection (b) of this Section and Article 12 of this Agreement, resolutions of the Board shall be adopted upon the affirmative vote of at least two-thirds of the Directors then in office who are eligible to vote thereon (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be six of the eight initial Directors).

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

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

Section 3.12 Special Rules Regarding Adoption of the Authority’s Annual Budget.

Notwithstanding Section 3.10 of this Agreement, if the Board fails to approve the Authority’s annual budget by resolution adopted in accordance with Section 3.10 of this Agreement by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority’s budget for such year shall be the prior year’s budget, with no new capital expenditures or adjustments to services to be provided until such time that a new annual budget is approved by the Board. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.15 of this Agreement.

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

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

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

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

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

ARTICLE 4 ADVISORY COMMITTEES

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

ARTICLE 5 OFFICERS

Section 5.01 Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may

not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5.

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

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

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

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

been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

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

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

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

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

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

ARTICLE 6 POWERS OF THE AUTHORITY

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

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

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

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

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

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

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

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

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

(f) Contract Transit Services.

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

(ii) The Authority will initially enter into contracts with Eagle County for the continuation of ECO Transit service during the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to provide for the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority during the ECRTA Transition Period, and on eventual transition to employment by the Authority, as further described in the Transition Plan (defined in Section 8.03).

(g) Local Service. The Authority may fund services that operate solely within the boundaries of a single Member (as distinguished from regional services) but, except as otherwise

specifically provided in this Agreement, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

(h) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new facilities, including but not limited to park-and-rides, transit stops, vehicle maintenance garages, other transit and rail infrastructure, trails, or other necessary infrastructure related to operations under the purview of the Authority.

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 FUNDING THE AUTHORITY

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

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

(b) Existing Eagle County 0.5% Transportation Sales Tax. Eagle County shall pay to the Authority the proportion of the proceeds of the existing voter-authorized Eagle County 0.5% Transportation Sales Tax accrued on and after January 1 of the year following the Effective Date of this Agreement, which are collected in the areas of Eagle County that are within the Initial Boundaries of the Authority as such boundaries may be amended from time-to-time in accordance with Article 12 of this Agreement, and that are allocated to ECRTA operations as of the Effective Date. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County.

(c) Visitor Benefit and Lodging Tax.

(i) Upon satisfaction of any conditions stated below, and subject to Section 7.01(c)(iv), the Visitor Benefit Tax shall be imposed by the Authority on all persons who purchase overnight rooms or accommodations available for rent for a period of thirty days or less at the following rates in the following areas within the Boundaries of the Authority:

(A) 0.0% in the Town of Avon;

(B) 0.6% in the Beaver Creek Metropolitan District if the electors of the Beaver Creek Metropolitan District approve the Beaver Creek Question;

(C) 0.0% in the Town of Eagle;

(D) 0.6% in the Town of Gypsum if the Town of Gypsum electors approve the Gypsum Question;

(E) 0.6% the Town of Minturn if the Town of Minturn electors approve the Minturn Question;

(F) 0.6% in the Town of Red Cliff if the Town of Red Cliff electors approve the Red Cliff Question;

(G) 0.6% in the Town of Vail if the electors of the Town of Vail approve the Vail Question; and

(H) 0.6% in the portions of unincorporated Eagle County that are within the Boundaries of the Authority if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(ii) Notwithstanding any authorization by the electors of a Member to impose a visitor benefit tax pursuant to Section 43-6-612, C.R.S., the Authority shall not impose any such tax within any area within the Boundaries of the Authority where the result would cause the visitor benefit tax, together with any lodging tax already imposed by a Member at the time of such election, to exceed two percent of the price of such overnight rooms or accommodations.

(iii) Any subsequent increase or imposition of a lodging tax by a Member which increases the total tax imposed on lodging above two percent shall not invalidate or reduce the imposition by the Authority of the visitor benefit tax validly imposed and approved by such Member's electors

(iv) The intent of this Section 7.01(c) is that each Member shall impose a visitor benefit tax at the maximum rate set forth for any Member in Section 7.01(c)(i). To the extent that the imposition of a visitor benefit tax in such amount by the Authority within the boundaries of any Member is precluded pursuant to Section 43-4-605(1)(i.5)(I), C.R.S., such Member shall seek to appropriate alternative sources of funding, or pledge existing tax revenues, on an annual basis in an equivalent amount.

(v) The proceeds of the Visitor Benefit Tax shall be used by the Authority solely to finance, construct, operate, and maintain Regional Transportation Systems and provide incentives to overnight visitors to use public transportation.

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

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

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

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

ARTICLE 8 REORGANIZATION

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

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

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

the ECRTA Transition Period as the provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

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

(c) Either directly or by contract with Eagle County or others, the Authority shall use best efforts to:

(i) maintain continuity of the existing ECO Transit regional transit services provided by ECRTA within the Authority Boundaries and to neighboring jurisdictions, without any significant changes in routes, schedules, or equipment, during the ECRTA Transition Period;

(ii) continue ongoing transportation planning efforts;

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

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

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

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

Section 8.03 Transition Plan.

(a) The Authority and Eagle County shall use their best efforts to implement the "Transition Plan," substantially as set forth in the Transition Plan attached hereto and incorporated herein as Appendix D, in order to implement the provisions of this Article 8. The Transition Plan specifies how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved. The Transition Plan may be amended by mutual agreement of Eagle County and

the Authority Board, which modifications shall not constitute an amendment to this Agreement and may be approved by the Authority Board as provided for under Section 3.11(a)

ARTICLE 9 MEMBERS

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

Section 9.02 Withdrawal of Initial Members.

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

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

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

(ii) subject to Section 9.02(c), the taxes relevant to that Member shall not be levied after the effective date of such withdrawal; and

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

(c) If a Member withdraws from the Authority while the Authority has any Bonds outstanding, it shall continue to levy taxes within its boundaries after the effective date of such withdrawal for the period such Bond obligations remain outstanding, or as provided for in the applicable financing documents.

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

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

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

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

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

ARTICLE 10

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

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

Section 10.02 Termination.

(a) The term of this Agreement shall end when all the then-current Members agree in writing to terminate this Agreement.

(b) This Agreement may not be terminated so long as the Authority has any Bonds outstanding.

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

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

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

ARTICLE 11

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

Section 11.01 Authority Obligations. The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including

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

ARTICLE 12 AMENDMENTS

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

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

: **[INSERT], COLORADO**

_____ By _____
Name _____
Title _____

ATTEST

APPENDIX A-1

Authority Boundary Map

APPENDIX A-2

Authority Boundary Description

APPENDIX B-1

Town of Avon Ballot Question

APPENDIX B-2

Beaver Creek Metropolitan District Ballot Question

APPENDIX B-3

Town of Eagle Ballot Question

APPENDIX B-4

Town of Gypsum Ballot Question

APPENDIX B-5

Town of Minturn Ballot Question

APPENDIX B-6

Town of Red Cliff Ballot Question

APPENDIX B-7

Town of Vail Ballot Question

APPENDIX B-8

Unincorporated Eagle County Question Ballot Question

APPENDIX C

Initial Service Goals

Eagle Valley Transportation Authority Regional Transportation Service Goals

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

1. Assume Responsibility for Existing ECO Transit Service

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

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

2. Increase Service on Current ECO Routes

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

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

3. Develop and Implement New Transit Routes

Develop and implement new transit service no later than December 31, 2024, to meet needs identified during the RTA formation process, including but not limited to:

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

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

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

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

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

5. Invest in Transit-Related Facilities and Infrastructure

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

- 1) Expansion of the existing Swift Gulch or MSC facilities to support additional operations and/or dedicated staff housing.
- 2) Construction and/or expansion of additional facilities as identified in the initial Transit Development Plan (TDP).

6. Support Local Air Service

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

7. Regional Transportation System Planning

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

APPENDIX D

Transition Plan

APPENDIX E¹

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¹ **Note to Draft:** To discuss inclusion of Appendices regarding: Credits for Outstanding Bonds/Other Assets/Encumbrances; Inventory of Assets, if not included in the draft Transition Plan.