



Town Council
Tuesday, August 23, 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](#)

Meeting ID: 291 566 609 085

Passcode: bFUnZD

[Download Teams](#) | [Join on the web](#)

- **Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees.**
- **When it's your turn to speak, 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 - August 9, 2022
2. Resolution 70, Series 2022 "A Resolution Approving an Intergovernmental Agreement Between the Eagle County Clerk and Recorder and the Town of Eagle Concerning the Tuesday, November 8, 2022, Coordinated Election"

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

1. Town Manager Update

LIQUOR LICENSE AUTHORITY - 6:20 PM

1. PUBLIC HEARING: Roam Enterprises LLC, Modification of Premises, Sidewalk Service Area - 139 Broadway Unit E.

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

1. PUBLIC HEARING: File #DR22-03 435 Eby Creek Apartments (continued from August 9th)
 - a. Resolution 61, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit and Associated Development Agreement for 435 Eby Creek Road"
2. PUBLIC HEARING: File #MS22-02 Minor Subdivision of Lots 9-13 and Tract F
 - a. Resolution 72, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Minor Subdivision of Haymeadow Lots 9-13 and Tract F"
3. PUBLIC HEARING: File #DR21-02 Major Development Permit for Reserve at Hockett Gulch (continued from July 26, 2022)
4. PUBLIC HEARING: File # PPFP21-02 Preliminary Plan and Final Plat for Reserve at Hockett Gulch (continued from July 26, 2022)
5. Resolution 73, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 8, 2022, to be Coordinated with Eagle County, and Submitting Ballot Questions to the Town's Registered Electors at Such Special Election"
6. Ordinance 14, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Concerning the Requirements for Licensed Liquor Establishments"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 9:00 PM

1. Future Agenda Items
2. Council Committee Updates

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



MEETING MINUTES
Town Council
Tuesday, August 9, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

CALL TO ORDER - 6:00 PM

ROLL CALL

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Ellen Bodenhemier

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, Interim Police Chief
Dennis Wike, Engineer
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager
Jessica Lake, Planner
Martha Miller, Engineer

ADOPTION OF AGENDA

MOTION: Councilmember Janet Bartnik motioned to amend the agenda to remove item 3 from the consent agenda. The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

PUBLIC COMMENT

Jamie Harisson – provided an update on the Mushroom Festival last weekend. He thanked the council and community for supporting the event.

PRESENTATIONS

1. Greater Eagle Fire Protection District - 2022/2023 Wildfire Mitigation Projects - Hugh Fairfield-Smith GEFPD Wildland Coordinator
Hugh Fairfield Smith Wildland Coordinator and Doug Cupp Fire Chief from Greater Eagle Fire Protection District presented this item. Request for additional money for 2023 to continue mitigation efforts in Eagle.

Council comments: inquiry into a tax initiative similar to Boulder for wildfire. Doug Cupp provided that goal is to continue to seek community and grant funding to do fuel mitigation in high-risk areas.

2. Eagle Valley Community Foundation - Community Impact Update, Melina Valencia & Dan Godec
Melina Valencia and Dan Godec from Eagle Valley Community Foundation presented this item. Would like the Council to consider additional grant funding for next year.
3. ECO Trails, Kevin Sharkey
Kevin Sharkey and Robin Thompson presented the Eagle Valley Trail Update and made a request for grant funding to continue the project.
4. Town of Eagle Housing Data Presentation by Economic & Planning Systems (EPS) - Virtual Presentation
Andrew Knudtsen and Sarah Dunmire from Economic & Planning Systems presented this item. The objective will be to provide a more in-depth presentation at a work session on September 6, 2022.

Council comments: inquiry as to whether Eagle Villa's project was included in the deed restrictions. Would like to include information on mobile homes in Eagle as well. The next steps will be a discussion at the September work session.

5. Grand Avenue Corridor Update, Zehren, and Associates
Pedro Campos and Gary Brooks from Zehren and Associates presented this item. Provided an overview of the cost reductions to the plan. Requested support from the Council for the reduced estimate to include in the final report.

Council provided support for the reduced estimate.

The Mayor and Town Council thanked Gary Brooks for his work with the town over many years.

Council comments: discussion on where bike traffic should flow. Discussion on Haymeadow obligation and timing.

CONSENT AGENDA

MOTION: Councilmember Janet Bartnik motioned to approve the consent agenda, eliminating item 3. The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

1. Minutes - July 26, 2022
2. Bill Pay - July 2022
3. ~~A Request to Waive Fees for Land Use File #SU22-06: Mountain Tots Childcare Facility Special Use Permit~~
4. Resolution 69, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Amendment to the Temporary Employment Agreement for the Interim Town Manager"

STAFF REPORTS

1. Town Manager Update
Jim White provided an overview of his staff report. Jim thanked the Town Council for hiring him to work here as an interim Town Manager. He said it has been rewarding, personally and professionally.
2. Department Update - July 2022
Council comments: would like staff to see an ordinance that addresses right-of-way maintenance for Eby Creek Road. Additionally, would like to consider a fee for events when town trails are used.
3. June 30, 2022 Budget to Actual Report and Revenue Analysis

4. Second Quarter Sales Tax Report

BUSINESS ITEMS

1. PUBLIC HEARING: File #DR22-03 Major Development Permit for 435 Eby Creek Apartments (continued from July 26th)

Mayor Scott Turnipseed the public hearing for File #DR22-03.

Peyton Heitzmann presented this item. The summary of changes includes the cost-sharing on the sidewalk of 50% with the town. There were also revisions to the LERP plan.

Brian Smith applicant representative provided an overview of the project and timeline accomplishments. The applicant does not agree with all the LERP comments and changes. Brian provided the items the applicant would like the council to reconsider the restrictions placed on how many 2-bedroom units would be available “at all times” and preferred that it was demand driven. Would like to remove the income restriction on where that income is earned. Believed the marketing plan will address all units and that it was unnecessary to include as a restriction. The applicant wanted the units to be market driven and did not want to commit to 3 units being held for the Town of Eagle.

Council comments: would like to keep the restrictions to residents and income earners in Eagle County. Would like a deed restriction with the Development Agreement as an exhibit to outline the policy. Matt Mire provided the enforcement and restrictions would be presented later and effective prior to obtaining a building permit. Matt Mire believed the proposal could be drafted to include the Council’s requirements. Additionally, the Town Council would like to update the Town’s LERP program to include a policy for rental units so future projects can follow them.

Mayor Scott Turnipseed opened public comment. There was none.

MOTION: Councilmember Janet Bartnik motioned to continue the Public Hearing for File #DR22-03 until August 23, 2022. The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

- a. Resolution 61, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Major Development Permit and Development Agreement for 435 Eby Creek Road"

2. Resolution 68, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Electing to Opt the Town Out From Participation in the Colorado State-Run Paid Family and Medical Leave Insurance Program"

Mayor Scott Turnipseed opened the public hearing for Resolution 68, Series 2022.

Mayor Scott Turnipseed requested staff testimony. There was none.

Mayor Scott Turnipseed closed the Public Hearing.

MOTION: Councilmember Sarah Parrish motioned to approve Resolution 68, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Electing to Opt the Town Out From Participation in the Colorado State-Run Paid Family and Medical Leave Insurance Program". The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

3. Resolution 71, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Reappointing Matthew Hood, and Appointing Jamie Woodworth Foral to Fill Vacancies on the Town of Eagle Planning and

Zoning Commission"

Mayor Scott Turnipseed stated the Council will be voting on this matter with ballots.

Town Clerk Jenny Rakow collected the ballots with all applicants listed and presented the results: Jamie Woodworth Foral 6 votes, Matthew hood 5 votes, and Weston Arbogast 1 vote.

MOTION: Councilmember Sarah Parrish motioned to approve Resolution 71, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Reappointing Matthew Hood, and Appointing Jamie Woodworth Foral to Fill Vacancies on the Town of Eagle Planning and Zoning Commission". The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

4. Eby Creek Road and Chambers Avenue Art Mural Project
Dennis Wike Town Engineer presented this item.

Council comments: would like to contract for all nine pieces on the timeline presented in the staff report.

MOTION: Councilmember Janet Bartnik motioned to direct staff to fund the project as presented with nine structures. The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Council Member Nick Sunday, thanked Jim White for his service to the Town of Eagle. He said he really immersed himself in the community.

Council Member Janet Bartnik provided that the investigation on the pool has moved forward and they will have recommendations in September.

Council Member Pappy Kerst, mentioned that our officers had to pay funds out of pocket for the National Night Out event and would like additional funding made available for this event in the future.

2. Council Committee Updates

Council Member Sarah Parrish stated that MEAC is working on new applications and guidelines for events and programming. MEAC would like to combine events and community programming. Additionally, Molly would like to consider taking over Christmas on Broadway and the Community Table event.

ADJOURN - 8:30 PM

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: August 23, 2022

Agenda Item: Resolution 70, Series 2022 "A Resolution Approving an Intergovernmental Agreement Between the Eagle County Clerk and Recorder and the Town of Eagle Concerning the Tuesday, November 8, 2022, Coordinated Election"

REQUEST: Staff requests that the Town Council adopt Resolution 70, Series 2022 to participate in the November 8, 2022, coordinated election with Eagle County.

BACKGROUND: The town has participated with Eagle County in several coordinated elections in previous years. This election is not part of our General Election, which occurs in odd-numbered years, and will include some ballot titles to be approved separately. Coordinating an election with the county allows the town to present ballots to registered voters during Eagle County's November election cycle. This will be a mail-in ballot, pursuant to the statutes governing these elections.

ANALYSIS: There is a financial benefit to the town when coordinating an election, resulting in reduced costs related to ballot printing, mailing costs, and the training and payment of election judges. The county has been a reliable and excellent partner with regard to elections and has a full-time election staff dedicated to overseeing this important function of government. Eagle County has heavily invested in election supplies and technology to meet or exceed the requirements of statutes and best practices.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: This is a budgeted item and costs are roughly \$5,000 based upon the number of registered voters at the time the ballot is mailed.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Elections are an essential municipal function. All elections are conducted to uphold our business values and to enable the town to pursue its strategic plan.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE THE CONSENT AGENDA. Or if a discussion is needed, the council may pull this item from the Consent Agenda for a discussion and separate vote.

ATTACHMENTS:

1. 70 Resolution Election IGA
2. 2022 General Election IGA - Final

RESOLUTION NO. 70

(Series 2022)

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
EAGLE COUNTY CLERK AND RECORDER AND THE TOWN OF EAGLE CONCERNING
THE TUESDAY, NOVEMBER 8, 2022, COORDINATED ELECTION**

WHEREAS, the Town desires to contract with the County for the performance of the described services in the attached Exhibit "A" on the terms and conditions set forth therein; and

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

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

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

The Council approves an Intergovernmental Agreement with Eagle County for the provision of election services attached as Exhibit "A" and directs the Town Clerk to sign as the Designated Election Official on behalf of the Town.

RESOLVED, APPROVED AND ADOPTED THIS 23rd DAY OF AUGUST 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

**Intergovernmental Agreement
Between the Eagle County Clerk and Recorder and**

Concerning the Tuesday, November 8, 2022 General Election

THIS Intergovernmental Agreement between the Eagle County Clerk and Recorder and _____ concerning the Tuesday, November 8, 2022 General Election is made on _____.

RECITALS

WHEREAS, pursuant to C.R.S. § 1-7-116 (1) (a) the Clerk will serve as the coordinated election official for the General Election, and in accordance with state law, will conduct the General Election on behalf of all participating political subdivisions having jurisdiction within the boundaries of Eagle County; and

WHEREAS, C.R.S. § 1-7-116 (2) requires each political subdivision for which the Clerk will conduct the General Election to enter into an agreement with the Clerk concerning the conduct of the General Election, to be signed no later than seventy (70) days prior to the scheduled election; and

WHEREAS, the Political Subdivision intends to submit one or more ballot measure(s) and/or candidate race(s) at the General Election; and

WHEREAS, the County Clerk and the Political Subdivision wish to clarify their responsibilities and memorialize their agreement with respect to the conduct of the General Election.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

I. Coordinated and Designated Election Officials

- A.** Except as otherwise provided in this section, the Eagle County Clerk and Recorder (“Clerk”) shall act as the *Coordinated Election Official* for the conduct of the Election for the Political Subdivision for all matters in the Uniform Election Code which require action by the Coordinated Election Official.

- B.** The Political Subdivision shall name a *Designated Election Official* (“DEO”) who shall act as the primary liaison between the Political Subdivision and the Clerk. Nothing herein shall be deemed or construed to relieve the Clerk or the Governing Body of the Political Subdivision from their official responsibilities for the conduct of the Election.

C. Jurisdictional Limitation

This Agreement shall apply only to the portion of the Political Subdivision within the boundaries of Eagle County.

D. Clerk’s Contact Officer

The Clerk hereby designates Stacey Jones, Eagle County Chief Deputy Clerk and Recorder (stacey.jones@eaglecounty.us; phone 970-328-8726), as the “*Contact Officer*” to act as the Clerk’s primary liaison with the Political Subdivision for all purposes relating to the Election. The Contact Officer shall act under the authority of the Clerk.

II. Clerk Responsibilities

The Clerk will perform all duties in substantial compliance with applicable provisions of the Election Code of 1992, Colorado Title 1, C.R.S. as amended (“Election Code”); the Election Rules promulgated by the Colorado Secretary of State, as may be amended from time to time; and any then-current policy directives of the Colorado Secretary of State, if applicable.

A. Preparation for Election

1. The Clerk hereby provides the Political Subdivision with a Street Locator Report (Appendix B), listing all residential street addresses situated within the Political Subdivision’s boundaries, as currently configured in Colorado’s statewide voter registration database (“SCORE”).
2. The Clerk shall manage all voter registration records and correspondence.
3. The Clerk shall supply, deliver, and set-up all voting equipment and other items necessary to conduct the Election.
4. The Clerk shall appoint eligible electors as election judges, arrange for their compensation, and provide election judge training in advance of the Election.
5. The Clerk shall include on the ballot all content timely certified by the Political Subdivision in accordance with law; contract for the printing of ballots, ballot envelopes, and other printed materials reasonably necessary to conduct the Election; and arrange for payment to the printing vendor(s).

6. The Clerk shall publish and post a notice of election as required by 1-5-205 C.R.S. in the *Eagle Valley Enterprise*, the *Vail Daily*, the *Aspen Times Weekly*, and *El Montanes* no later than twenty (20) days prior to the Election.
7. The Clerk shall perform all required acceptance testing, hardware diagnostic testing, and logic and accuracy testing of Eagle County's voting system and components in substantial compliance with Conditions of Use applicable to Eagle County's voting system as certified by the Colorado Secretary of State.

B. Conduct of Election

1. The Clerk shall designate the proper number and locations of voter service and polling centers. All voting locations will be accessible to voters with disabilities.
2. The Clerk shall provide for the security and processing of all mail ballots and for the verification of electors' signatures on the self-affirmation printed on the mail ballot return envelopes.
3. The Clerk shall issue mail ballots and electronic transmission ballots to and accept voted mail and electronic transmitted ballots from military and overseas voters in substantial compliance with the deadlines and delivery methods mandated by applicable provisions of federal and state law, including the Uniformed and Overseas Citizens Absentee Voting Act, all as amended.
4. The Clerk shall conduct the required post-election risk limiting audit.
5. The Clerk shall conduct any mandatory or permissive recount.
6. The Clerk shall appoint canvass board and risk limiting audit board members, oversee the conduct of the canvass and risk limiting audit, and certify official results of the Election.
7. The Clerk shall provide an official Certification of Election to the Political Subdivision after the official close of the Election. Any additional Certificates of Election which are required by law to be forwarded to another division of government shall be the responsibility of the Political Subdivision.
8. The Clerk shall preserve all election records relating to the Election for at least twenty-five months pursuant to 1-7-802 C.R.S.
9. The Clerk shall be the final decision maker on any substantive and procedural issues regarding the conduct of the Election.

C. Ballot Issue Notice ("TABOR Notice")

1. The Clerk shall prepare and mail a combined ballot issue notice in substantial compliance with Article X, Section 20 of the Colorado Constitution (“TABOR”) and applicable provisions of the Election Code and Election Rules. As nearly as practicable, the notice shall be in the order the ballot issues will appear on the ballot.
2. The Clerk shall mail the ballot issue notice not less than thirty (30) days prior to the Election, pursuant to Colorado Constitution Article X, Section 20(3)(b) and 1-1-106(5) C.R.S. The Clerk shall determine the least cost method for mailing the ballot issue notice, but at a minimum, the ballot issue notice shall be addressed and mailed to eligible voters at each address in Eagle County where one or more registered voters of the Political Subdivision and of any other participating entity resides. Nothing herein shall preclude the Clerk from mailing the TABOR Notice to persons other than voters of the Political Subdivision if such mailing arises from the Clerk's efforts to mail the combined TABOR Notice for all participating entities at the least cost.

III. Political Subdivision Responsibilities

A. Contact Liaison

The Political Subdivision shall identify a “Designated Election Official” (DEO) to act as a liaison between the Political Subdivision and the Clerk/Contact Officer. The DEO shall be responsible for the final approval of ballot content and TABOR Notice content. **To meet statutory and printing deadlines, the DEO shall respond to all Election-related written correspondence, electronic correspondence, phone calls, text message, or any other communication from the Clerk/Contact Officer as soon as possible and no later than four (4) hours from the time of delivery by the Clerk/Contact Officer.** If the DEO cannot respond within four (4) hours, an alternative official may respond on the DEO's behalf. Failure to respond to correspondence within four (4) hours shall constitute approval allowing the Clerk to move forward.

1. The Political Subdivision has designated _____
 whose mailing address is _____
 and whose phone number is _____
 and whose cell phone number is _____
 and whose email address is _____
 and whose fax number is _____
 as its DEO for the purpose of the Election.

B. Certification of Address Ranges

1. The Political Subdivision shall verify and certify to the Clerk (Appendix C) that all address ranges and street names actually situated in the Political Subdivision are accurately and completely stated in the Address Library Report attached hereto as Appendix B.

2. In connection with such Address Library Report verification and certification, the Political Subdivision shall note any address ranges or street names within the Political Subdivision that are inaccurately or incompletely stated in or omitted from the Address Library Report, and certify on the Statement of Certification (Appendix C) the accuracy and completeness of the remainder of the Address Library Report.
3. If the certification is not provided by the date specified herein, the Political Subdivision may not participate in the Election or the Clerk may build the election on the assumption that the Address Library Report attached hereto as Appendix B is both complete and accurate, as the Clerk in her discretion may decide. The Political Subdivision shall deliver to the Clerk its Statement of Certification (Appendix C) and accuracy of the Address Library Report, with notations regarding inaccuracies and omissions by the seventy (70) days before the election, no later than **3:00 p.m. Mountain Standard Time on Tuesday August 30, 2022. Address changes will not be allowed after this date.**

C. Ballot Content

1. Definitions of Ballot Issue and Ballot Question:
 - a. TABOR “Ballot issue” means a state or local government matter arising under section 20 of article X of the state constitution, as defined in sections 1-41-102(4) and 1-41-103(4), respectively.
 - b. “Ballot question” means a state or local government matter involving a citizen petition or referred measure, other than a ballot issue.
2. The Political Subdivision shall be solely responsible for determining whether a ballot issue, ballot question, candidate contest, or candidate is eligible and properly certified for the ballot.
3. The Political Subdivision shall provide a certified copy to the Clerk of all ballot content (candidate contests, ballot issues, and ballot questions in order) referred by the Political Subdivision for the Election pursuant to section 1-5-203:
 - a. Notwithstanding any other provision of this Agreement, the Political Subdivision shall not certify any single ballot issue or ballot question in excess of two hundred and fifty words (inclusive of the title) unless the Clerk provides written consent in advance.
 - b. Notwithstanding any other provision of this Agreement, the Political Subdivision shall not certify any single ballot issue or ballot question title in excess of ten (10) words unless the Clerk provides written consent in advance.
 - c. Such certified ballot content and the signed resolution which authorizes the ballot content shall be delivered to the Clerk as an email attachment in Word format (see

section C.2.g on pg. 6 for full required formatting of ballot and TABOR content), at the earliest possible time and in no event later than **3:00 p.m. Mountain Standard Time on Friday, September 9, 2022** (Appendix A), pursuant to section 1-5-203, C.R.S., as amended.

- d. The Political Subdivision that issues certified ballot content pursuant to 1-5-203, C.R.S. shall be solely responsible for the accuracy of the information contained in the certificate. Any error that can be corrected pursuant to 1-5-412, C.R.S. shall be corrected at the expense of the Political Subdivision whose designated election official issued the incorrect certification. Such costs include but are not limited to staff time to reprogram election content, additional required logic and accuracy testing, reprinting of ballot and ballot materials, and staff time required to make corrections.
- e. All ballot content certified by the Political Subdivision shall utilize the exact language and order as such ballot content is to appear on the printed official and sample ballots for the Election. The list of candidates/questions must be typed exactly as it is to appear on the ballot, including **correct order, title, capitalization, spelling, spacing, and punctuation**.
 - i. For candidates, specify exact titles of offices, the order of the names to appear for each office, and the order of offices.
 - ii. For issues, specify the ballot title and the order of the issues (per C.R.S., Clerk determines specific numbering on the ballot).
 - iii. If the Political Subdivision has a TABOR issue on the ballot, the issue text must be typed in all uppercase as is dictated by law (e.g. TABOR Amendment).
 - iv. If the Political Subdivision has a non-TABOR question on the ballot, the question must be typed in mixed case.
 - v. Bullet points may be used, but sub-bullet points may not; spacing is at the discretion of the Clerk to accommodate proper ballot layout.
 - vi. Ballot Issues or Questions Vote Choice must be formatted as follows:

_____YES/FOR _____NO/AGAINST

It is at the discretion of the Clerk to change the formatting on the ballot to match this formatting if it is not certified in this requested format or if the formatting results in the ballot increasing in length, multiple sides, or multiple page numbers.

- f. The Political Subdivision has the responsibility to proofread and edit the text of the ballot proof before the Clerk will authorize printing of the ballots. **From the time the Clerk delivers via email the ballot proof, the Political Subdivision has four (4) hours to proofread, correct if necessary, sign, and return the proof to the Clerk.** The Political Subdivision's failure to disapprove and correct errors within that time shall constitute an approval of the ballot proof. After final approval of the ballot proof, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to

any errors within the text of their issue, question, or contest on the printed ballots.

- g. The Political Subdivision authorizes the Clerk to correct typographical errors and omissions and determine the appropriate ballot question number or letter upon designation of the ballot number or letter by the Clerk.
- h. The Political Subdivision shall certify its ballot content via email to the Clerk and Contact Officer in conformance with the following formatting guidelines:
 - i. Software: Microsoft Word '03 or later (not as a PDF)
 - ii. Spacing: Single
 - iii. Font Type: Arial Narrow
 - iv. Font Size: 12 point
 - v. Justification: Left
 - vi. All Margins: 0.5 inches
 - vii. Language: English
 - viii. Delivery Medium: Email attachment to regina.obrien@eaglecounty.us and stacey.jones@eaglecounty.us

Submissions not meeting these requirements may be rejected by the Clerk.

- i. Spanish language translation of the ballot content must be submitted by the Political Subdivision to the Clerk by **3:00 p.m. Mountain Standard Time on Friday, September 9, 2022**. Spanish translation of TABOR Notice content is also required.
- j. The Political Subdivision must provide an audio recording of each candidate's name. The DEO or candidate may leave an audio recording of the candidate's name, exactly as certified for the ballot, on the voicemail of the Clerk (970-382-8783) or Contact Officer (970-328-8726). This audio recording must be provided no later than the deadline to certify ballot content, **Friday, September 9, 2022 by 3:00 p.m. Mountain Standard Time** (Appendix A).

D. Ballot Issue Notice ("TABOR Notice")

1. The Political Subdivision shall receive, store and prepare TABOR Notice content according to the provisions set forth in Article X, Section 20 of the Colorado Constitution (TABOR Amendment) and 1-7-901, 1-7-902, 1-7-903, 1-7-904, and 1-7-908 C.R.S.
2. The Political Subdivision shall transmit via email the summaries, fiscal information, and all other required material to the Clerk no later than forty-three (43) days, **Monday, September 26, 2022** (Appendix A) before the Election in final written form in accordance with the formatting guidelines for ballot certification (see formatting bullet points listed in section C.3.h). Submissions not meeting these requirements will be rejected by the Clerk.

3. The Political Subdivision shall incorporate in its TABOR Notice content a local office address and telephone number specific to the Political Subdivision or the Political Subdivision DEO to enable voters to reach the Political Subdivision directly. The Clerk shall respond to all correspondence and inquiries that the Clerk receives within its expertise relating to election procedures, but the Clerk shall refer inquiries concerning the substance of the ballot issues, ballot questions, candidates, or the operations of the Political Subdivision to the Political Subdivision's DEO.
4. The Political Subdivision has the responsibility to proofread and edit the text of the TABOR Notice proof before the Clerk will authorize printing of the TABOR Notice. **From the time the Clerk delivers via email the TABOR Notice proof, the Political Subdivision has four (4) hours to proofread, correct if necessary, sign, and return the proof to the Clerk.** The Political Subdivision's failure to disapprove and correct errors within that time shall constitute an approval of the TABOR Notice proof. After final approval of the TABOR Notice proof, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to any errors within the text of their issue or information presented on the TABOR Notice.

E. Cancellation of Election

1. In the event that the Political Subdivision resolves not to hold the Election, notice of such cancellation shall be provided to the Clerk immediately. The Political Subdivision shall not cancel its participation in the Election after the twenty-fifth (25) day before the election, **Friday, October 14, 2022** (Appendix A), pursuant to section 1-5-208(2), C.R.S., as amended.
2. The Political Subdivision shall provide notice by publication of the timely cancellation of the Election and a copy of the notice shall be posted in the Office of the Clerk, in the office of the Designated Election Official, in the primary building of the Political Subdivision, and, if the Political Subdivision is a special district, in the office of the division of local government. The Political Subdivision is solely responsible for delivering such postings to each entity.
3. The Political Subdivision shall be responsible for all expenses incurred on its behalf to the date that notice was received by the Clerk together with all expenses incurred thereafter which could not be avoided by reasonable effort. All costs incurred or contracted for by the Clerk to support the Political Subdivision's portion of the TABOR Notice shall be reimbursed by the Political Subdivision.
4. Upon receipt of the invoice, the Political Subdivision shall promptly pay the Clerk the full actual costs of the activities of the Clerk relating to the Election incurred both before and after the Clerk's receipt of such notice.

F. Other Responsibilities

1. The Political Subdivision shall exercise all reasonable diligence, care, and control in providing these services to the Clerk.
2. The Political Subdivision's DEO or assigned representative shall assist with equipment logic and accuracy testing, post-election canvass, and risk limiting audit as requested by the Clerk.
3. The Political Subdivision shall give assistance and information to the Clerk on any matter to ensure the smooth and efficient operation of the Election (such information not to include legal advice).
4. The Political Subdivision shall adhere to all applicable provisions of C.R.S. which are necessary or appropriate to the performance of the above duties.
5. The Political Subdivision shall follow the additional responsibilities in which non-resident property owners may be eligible to vote as set forth in Appendix D hereto.

IV. Miscellaneous

A. Costs

1. The Clerk shall keep accurate accounts of all costs incurred to prepare for and conduct the Election, including but not limited to costs incurred for supplies, printing, ballot insertion and mailing, legal and other notices, temporary labor, compensation of election judges, overtime pay for staff, and other expenses attributable to the Clerk's conduct of the Election on behalf of the Political Subdivision. Clerk may give the Political Subdivision general estimates of cost but such estimates are not binding. The Political Subdivision is responsible for the pro rata share of actual costs as determined by the Clerk.
2. The Clerk shall charge to the Political Subdivision its pro rata share of all costs and expenses reasonably incurred in connection with the preparation, printing, labeling, postage, and mailing for the ballot issue notice. Said expenses shall be prorated among all Political Subdivisions participating in the ballot issue notice.
3. The Clerk shall charge and allocate to the Political Subdivision its pro rata share of the direct costs of the Election, and all direct and indirect costs and expenses incurred by the Clerk to remedy, resolve, or reconcile the Political Subdivision's failure or omission to timely perform any of its obligations under this Agreement, without regard to whether the Political Subdivision rescinds its intent to participate in the Election.
4. In the event an interested party is not liable for payment of costs incurred in connection with a mandatory or permissive recount of, or election contest relating to, one or more candidate contests, ballot issues or ballot questions certified by the Political Subdivision, the Clerk shall charge any and all direct and indirect costs and expenses reasonably incurred by

the Clerk to conduct or participate in any such recount or ballot contest. If more than one political subdivision participating in the Election is involved in any such recount or election contest, the costs thereof shall be prorated between the Political Subdivision and such other participating entities.

5. The Political Subdivision assumes all responsibility and cost for any judicial proceedings regarding whether or not issues legally belong on the ballot and any other challenges, both pre- and post-election, relating to the question of the Political Subdivision.
6. The Clerk shall submit to the Political Subdivision an invoice for the Political Subdivision's pro rata share of direct and indirect costs incurred in connection with the Political Subdivision's participation in the Election within ninety (90) days after the Election (Appendix A).
7. The minimum charge for coordinating the Election with the Clerk for coordinating entities with 300 or fewer active voters on Election Day shall be \$500.00. The minimum charge for coordinating entities with 301 or more active voters on Election Day shall be \$1000.00.
8. In addition, there will be a surcharge for coordination and administration of non-resident, property owner ballot mailing of \$1000.00.
9. The Political Subdivision shall remit all payments due to the County upon receipt of an itemized statement by **February 28, 2023** (Appendix A).

B. Indemnification

To the extent permitted by law, the Political Subdivision agrees to indemnify, defend, and hold harmless the County, its officers and employees, from any and all losses, costs, demands, or actions arising out of or related to any actions, errors or omissions of the Political Subdivision in completing its responsibilities relating to the Election and related tasks.

C. Reasonable Care

The County and its employees, agents, representatives, or other persons acting under the direction or control of the County shall use reasonable care in carrying out their obligations under this Agreement.

D. Notices

Any and all notices required to be given by this Agreement, unless otherwise set forth herein, are deemed to have been received and to be effective:

- three days after they have been mailed by certified mail, return receipt requested to the address as set forth below; or

- immediately upon hand delivery to Regina O'Brien, Clerk; or
- immediately upon receipt of confirmation that a fax or e-mail was received.

To Clerk: Regina O'Brien
 Eagle County Clerk and Recorder
 P.O. Box 537
 Eagle, CO 81631
 Fax: 970-328-8716
 Email: regina.obrien@eaglecounty.us

Time is of the Essence

Per 1-7-116(2) C.R.S. this Agreement must be signed and returned to Regina O'Brien, Clerk and Recorder, seventy (70) days before the Election, **Tuesday, August 30, 2022** (Appendix A).

The statutory time requirements of the Uniform Election Code and the time requirements set by the Secretary of State in the Rules and Regulations Governing Election Procedures shall apply to the completion of the tasks required by this Agreement.

In witness whereof, the Parties hereto have executed this Agreement to be effective this day:

 (Date)

 Designated Election Official Date

For _____
 (Political Subdivision)

 Regina O'Brien Date
 Eagle County Clerk and Recorder

Appendix A

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 8, 2022 GENERAL MAIL BALLOT ELECTION

While this calendar may not include all election dates, some key dates are identified for reference.

Dates double underlined are key delivery dates of information from you to the Clerk's office.

Political Subdivisions planning to coordinate with the Clerk's office should be aware of the following deadlines:

- Friday, July 29, 2022 – 100 days prior - If by 100 days before the election, a Political Subdivision has taken formal action to participate in an election that will be coordinated by the Clerk, the Political Subdivision shall notify the Clerk in writing. 1-7-116(5), 1-1-106(5) C.R.S.
- July 25 – 29, 2021 – IGAs will be mailed to participating entities. IGA will include address ranges that need to be verified and certified before or on the date the IGA is due. Political Subdivisions with property owner ballots should also review Appendix D in the IGA and contact the Eagle County Assessor's office to secure the particular property owner list.
- Tuesday, August 30, 2022 @ 3:00 p.m. MST – 70 days prior - Political Subdivisions participating in the election must return signed IGAs to the Clerk. 1-7-116(2) C.R.S. Political Subdivisions must verify and certify that all address ranges situated in the Political Subdivision (Appendix B) are accurate and complete, note any changes or inaccuracies, and certify no later than 70 days prior to Election (Appendix C). Address changes will not be made after this date. Please submit sooner if possible.
- Friday, September 9, 2022 @ 3:00 p.m. MST – Last day for the DEO from each Political Subdivision to certify the ballot text in **English and Spanish** and provide audio recordings of candidate names to the Clerk; deadline is 3:00 p.m. Please submit sooner if possible. 1-5-203(3)(a) C.R.S.
- Monday, September 12, 2022 – Last day for Political Subdivisions with property owner ballots to certify the revised Assessor's property owner list to the Clerk. Please submit sooner if possible.
- Week of September 19, 2022 – Equipment and Logic and Accuracy Testing
- Monday, September 19, 2022 – Deadline for Political Subdivisions with property owner ballots to certify the military and overseas (UOCAVA) voter list to the Clerk.
- Saturday, September 24, 2022 – No later than 45 days prior – Deadline to send mail ballots to military and overseas voters (UOCAVA voters). 1-8.3-110(1) C.R.S.
- Monday, September 26, 2022 – 43 days prior - Political Subdivisions shall deliver the full text of any required ballot issue notices (e.g. TABOR Notice) and pro/con statement summaries in **English and Spanish** to the Clerk in order to be included in the issue mailing. 1-7-904 C.R.S.
- Friday, October 7, 2022 – 30 days prior – Last day for the Clerk to mail out TABOR Notice(s). Colorado Constitution Article X, Section 20(3)(b) and 1-1-106(5) C.R.S.
- Friday, October 14, 2022 – 25 days prior - Last date for Political Subdivision to cancel election or withdraw ballot issue or question. 1-5-208(2) C.R.S.

Appendix A continued on page 2

Appendix A – Continued (page 2)

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 8, 2022 GENERAL MAIL BALLOT ELECTION

- **Week of Monday, October 17, 2022** – Ballots may begin to be mailed, except for UOCAVA voters. 1-7.5-107(3)(a)(I) C.R.S. 24-hour ballot drop boxes open in Avon, Edwards, Eagle, Gypsum, El Jebel, Basalt, and Vail.
- **Wednesday, October 19, 2022 – *Property Owner Ballot Entities Only*** - Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor's Office
- **Friday, October 21, 2022 - *Property Owner Ballot Entities Only*** -Certify the revised supplemental Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk. Please submit sooner if possible.
- **Monday, October 24, 2022** – Vote Centers open. 1-5-102.9(2) C.R.S.
- **Monday, October 31, 2022** – 8 days prior - Last day to register to vote to receive a mail ballot. After this date voters may pick up ballots in person at any Vote Center. 1-2-201(3)(b)(III) C.R.S.
- **Tuesday, November 8, 2022** – Election Day - Polls open 7:00 a.m. – 7:00 p.m. All ballots must be in the hands of the Clerk by 7 p.m. Mountain Standard Time on Election Day to be counted.
- **Wednesday, November 30, 2022** – Deadline to certify election results. Official results will be forwarded to Political Subdivisions. 1-10-102(1), 1-10-103(1) C.R.S.
- **Monday, February 6, 2023** – Last day for the Clerk to mail invoices to Political Subdivisions for their share of election as well as any recount costs.
- **Tuesday, February 28, 2023** – Last day for Political Subdivisions to submit payment for election and recount costs to the Clerk's office.

Appendix B
STREET LOCATOR REPORT FOR
NOVEMBER 8, 2022 GENERAL MAIL BALLOT ELECTION

Appendix C

STATEMENT OF CERTIFICATION – STREET LOCATOR REPORT FOR NOVEMBER 8, 2022 GENERAL MAIL BALLOT ELECTION

I, _____, as Designated Election Official
for _____, (hereinafter “Political Subdivision”) do hereby certify that the
Street Locator Report provided to the Political Subdivision has been reviewed, corrections made, and to the best
of my knowledge, I believe it is a true and complete list of the addresses located within the Political Subdivision.

Designated Election Official Signature

Date

for _____
(Name of Political Subdivision)

Appendix D

PROPERTY OWNER BALLOTS – TITLE 32

This appendix defines responsibilities when conducting an election for a Political Subdivision (governed under Title 32) in which property owners who are not Eagle County residents but are registered electors in the State of Colorado may be eligible to vote. Property owner self-affirming oaths must be signed and returned to the County Clerk's Office before ballots are sent to eligible property owners.

Overview - Property Owner Ballots

Property owner ballots are special ballots that contain only those ballot contests certified by Political Subdivisions in which owners (and their spouses or civil union partners) of real and personal property are eligible to vote as long as they reside outside of the Political Subdivision but are registered to vote in Colorado (32-1-103(5) C.R.S.).

If a person resides in and is registered to vote in the Political Subdivision, and also owns additional property in the Political Subdivision, the Clerk will issue the voter a regular Eagle County ballot style that contains all of the contests in which they are eligible to vote in a given election, including the ballot content referred by the Political Subdivision.

If a person resides outside of the Political Subdivision, owns property within the Political Subdivision, and is registered to vote in the State of Colorado, the county will issue a property owner ballot containing only the contests referred by the Political Subdivision. This ballot will be sent only after the self-affirming oath has been returned by the voter to the Clerk and after the Clerk has verified the voter's eligibility in the statewide voter registration system. If the property owner does not specify a ballot mailing address on the self-affirming oath, the property owner ballot will be sent to the mailing or ballot mailing address on record in the statewide voter registration system.

Property owners who are registered voters outside of the State of Colorado are not eligible to vote a property owner ballot.

Responsibilities of the Coordinating Political Subdivision

Street Locator Report

1. Review the Street Locator Report provided from the Clerk's office (Appendix B).
2. Verify and certify all addresses listed in the address library report are within the Political Subdivision and are accurate and complete (with no omissions). All changes or inaccuracies must be identified by the Political Subdivision, the list certified by the Political Subdivision (Appendix C), and returned to the Clerk no later than **3:00 p.m. Mountain Standard Time on Tuesday, August 30, 2022**, seventy (70) days before the election. Please submit sooner if possible. The Political Subdivision is responsible for the accuracy of this report.

Overseas and Military Voter List

1. Secure the Colorado Statewide Overseas and Military Voter (UOCAVA) list from the Clerk.

Property Owner List

1. Secure the Political Subdivision Property Owner list from the Eagle County Assessor's Office.
2. Remove all non-human property owners (e.g. trusts, LLCs, Corporations, etc.) from the Assessor's list.
3. Certify the revised Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk by **Monday, September 12, 2022**. Please submit sooner if possible. Political Subdivision is responsible for the accuracy of this list.
4. Cross-reference the state-wide Overseas and Military voter (UOCAVA) list with the property owner list to determine if there are any Political Subdivision property owners on the UOCAVA list. It is the responsibility of the Political Subdivision to certify the list of any UOCAVA property owners to the Clerk by **Monday, September 19, 2022**, to ensure statutory delivery of UOCAVA property owner ballots (**NOTE:** UOCAVA ballots must be sent by **Saturday, September 24, 2022** (1-8.3-110(1) C.R.S.)).
5. Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor's Office no later than **Wednesday, October 19, 2022** (20 days before the election). This supplemental list shall contain the names and addresses of all recorded owners who became owners no later than **Monday, October 17, 2022** (22 days prior to the election).
6. Certify the revised supplemental Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk by **Friday, October 21, 2022**. Please submit sooner if possible. Political Subdivision is responsible for the accuracy of this list.

Responsibilities of the County Clerk and Recorder

1. After receiving the certified property owner list from the Political Subdivision, as well as the

supplemental list, prepare and send the property owner TABOR Notice to the property owner households listed on the certified property owner list(s). (Article X, Sec.20(3)(b)). This Notice may be combined with other TABOR notices or mailed separately at the discretion of the Clerk.

2. A self-affirming oath will be sent to each household that must be returned by each eligible elector (1-13.5-202, C.R.S and 32-1-103(5), C.R.S.).
3. Upon return to the Clerk of the signed self-affirming oath, determine if the individual is a registered voter in the State of Colorado but does not reside in the Political Subdivision.
4. Prepare and send property owner ballots to all eligible electors entitled to vote by virtue of a self-affirmation (32-1-806, C.R.S.).
5. Record each property owner ballot returned and signature verified.
6. Process ballots in the counting room.
7. Tabulate and certify results.



To: Mayor and Town Council

From: Jim White, Interim Town Manager

Date: August 23, 2022

Re: Town Manager Report

Administration & Organization

- **Regional Transportation Authority (RTA)**

Bill Ray, RTA Consultant, is the primary consultant on this project. The current plan still aims for a ballot question on the November 8, 2022 election slate. Town representatives are continuing to work with the Technical Committee (Jim White) and the Formation Committee (Nick Sunday). **On tonight's agenda, the Town Council will be asked to consider approval to place a ballot question on the November 8, 2022 election calendar to ask the Town of Eagle voters if they will support a Regional Transportation Authority for Eagle County. Another item on tonight's agenda will be consideration of a ballot question to request voter consideration of approval to add a half percent (.5%) sales tax increase to help financially support the RTA.**

- **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. Larry Pardee will likely be involved going forward. **We held our kickoff meeting for this study on August 12, 2022.**

- **The Mural Project**

We want to thank Town Council for its support for this project. Dennis Wike gets the primary credit for keeping on this project and following up with the design team and the artist. Now we are proceeding with necessary contracts and structural design to move the project forward.

- **Police Chief Recruitment**

SGR Recruiting firm has our Police Chief search process set up for final interviews. The screening committee consists of Mayor Pro Tem, Pappy Kerst; Town Councilman, Geoff Grimmer; HR Director, Lynette Horan; Interim Town Manager, Jim White, and new Town Manager, Larry Pardee. We now have four finalists. The Town will host a "Meet and Greet" on Monday, August 29, 2022, from 5:30pm to 7:30pm. In person interviews for all candidates will take place on Tuesday, August 30, 2022. Larry Pardee will make the final selection following the interview process. The new Police Chief, department director, is one of the Town Manager's direct reports.

Economic Development

- The Downtown Development Committee (DDA) will meet next on Wednesday, September 6, 2022. The DDA proposed some budget numbers for consideration during our budget process. Staff will review and modify before presenting a DDA budget proposal to Town Council.
- The next Art Walk is scheduled for Friday, September 9, 2022.
- The next Economic Vitality Committee (EVC) meeting will be on Monday, September 19, 2022. Mick Daly is the new Chairperson. The EVC has agreed on several subcommittees to help focus on its areas of interest.

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

- Preliminary Budget Meetings took place last week (August 8-12, 2022) to review Capital Improvement Plans. Budget operations meetings took place August 15-18, 2022. Both Larry and I were able to attend to help in our transition. Meetings were led by Jill Kane and Kelly Huitt.
- On Thursday, August 18, 2022, I attended the Chamber After Hours at the Art Space office.

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 (DELIVERED)	CU Outdoor Recreation Economy Presentation
August 2, 2022 (No Meeting Scheduled)	***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

It has been my honor and privilege to serve as your Interim Town Manager in the Town of Eagle for the past six and a half months. Thank you to each of you and to the very capable staff for all their great efforts, camaraderie, and dedication. I have enjoyed my time here and it has been both challenging and fun. I will be keeping an eye on the projects in motion and will be back to visit. You are in good hands going forward.

All my best!

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



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: August 23, 2022

Agenda Item: PUBLIC HEARING: Roam Enterprises LLC, Modification of Premises, Sidewalk Service Area - 139 Broadway Unit E.

REQUEST: The Town Council will adjourn into the Liquor License Authority to address this item. The request is for consideration of approval for a modification of premises for Roam Enterprises LLC located at 139 Broadway Unit E.

BACKGROUND: This application was received on April 8, 2022, and the reviews and subsequent findings of completion and approval have been performed by town staff. The applicant has met all conditions for approval pursuant to Colorado Liquor Code, 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S. and Eagle Municipal Code Chapter 5.06. - Sales within the Public Rights-of-Way and on other Public Property and Section 9.28.070. - Encroachments. Encroachment Permits are subject to all rules and regulations as established by the Town of Eagle's Municipal Code and the signed Encroachment License Agreement.

Conditions for the permit include:

- The tables cannot extend more than 2' from the building wall to maintain public access to the sidewalk.
- Tables and chairs must be at least 36" from the doors in case of an emergency – this was at the request of the Fire District and Public Works.
- All tables/chairs must be removed through the snow season and prior to all snow plowing events.
- No fencing, signs or any other items are permitted that restrict access to the public sidewalk.

ANALYSIS: As part of the review process, staff reviews applications using Colorado Revised Statutes and the Eagle Municipal Code as the guide for requirements. The Town Clerk, Eagle Police, Public Works, and Community Development have reviewed this application and have accepted and submitted the application to the Liquor License Authority based on these requirements.

The annual fee for a sidewalk service area is \$75 and will be part of their annual state renewal, which also prompts a local review.

In addition to the modification, the applicant was required to obtain an Encroachment Agreement and Permit allowing the use of public property. The Encroachment License Agreement and Permit were both approved by the applicant and Community Development, Engineering, and the Greater Eagle Fire Protection District.

COMMUNITY INPUT: This is a public hearing and should be opened for public comment.

BUDGET / STAFF IMPACT: There was no budget impact, application reviews are part of normal staff operations. There is no anticipated impact on the public property, as the applicant will be responsible for the upkeep. The Encroachment Permit fee is \$250.00.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: There is no direct strategic plan alignment as this application is a core function of the town's service to the public. However, the approval process allows the town to meet the business values of protecting public health, safety, and the environment and intends to support economic development.

RECOMMENDED ACTION OR PROPOSED MOTION: PROPOSED MOTION: APPROVE OR DENY the Findings and Order Approving a Modification of Premises for a sidewalk service area for Roam Enterprises LLC and direct the Town Clerk to submit the application to the State of Colorado.

ATTACHMENTS:

1. 2022 MODIFICATION REQUEST
2. NOTICE OF FINDINGS AND ORDER - MODIFICATION
3. Notice of Public Hearing Modification

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation..... ☐ Individual ☐ Partnership..... ☒ Limited Liability Company		License Number 03-14712	
2. Name of Licensee ADRIENNE S. CAVALLARIO		3. Trade Name of Establishment (DBA) ROAM - EAGLE	
4. Address of Premises (specify exact location of premises) 139 BROADWAY ST. UNIT E		5. Business Email Address eat@theruamingsportmet.com	
City EAGLE	County EAGLE	State CO	ZIP 81631
Business Phone Number 970 328-4696			
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
☐ Manager's Registration (Hotel & Restr.) \$75.00 ☒ Manager's Registration (Tavern) \$75.00 ☐ Manager's Registration (Lodging & Entertainment) \$75.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea)..... \$100.00 ☐ Change Corp. or Trade Name Permit (ea)..... \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 ☐ Change, Alter or Modify Premises \$150.00 x Total Fee: ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☒ Sidewalk Service Area \$75.00	
Section B – Duplicate License			
☐ Duplicate License \$50.00			

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☒ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.				
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☐ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.				

Winery/Limited Winery/Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____
✓ Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed <u>Add/extension of Patio seating w/ liquor to existing business.</u> (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☒ No (d) Is the proposed change in compliance with local building and zoning laws? ☒ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☒ Yes ☐ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

**ROAM RESTAURANT
PATIO EXTENSION**
139 Broadway St.
Unit E
Eagle, CO 81631

Proposed Patio Extension

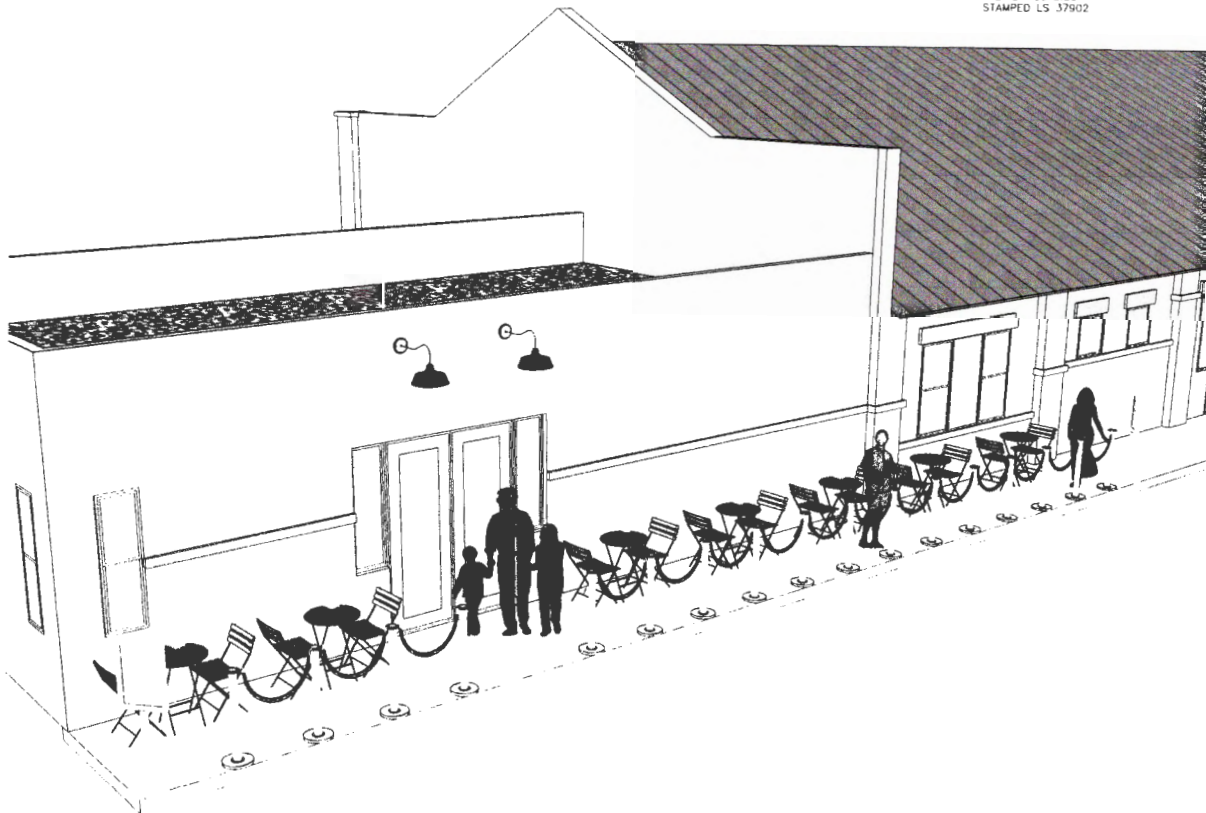
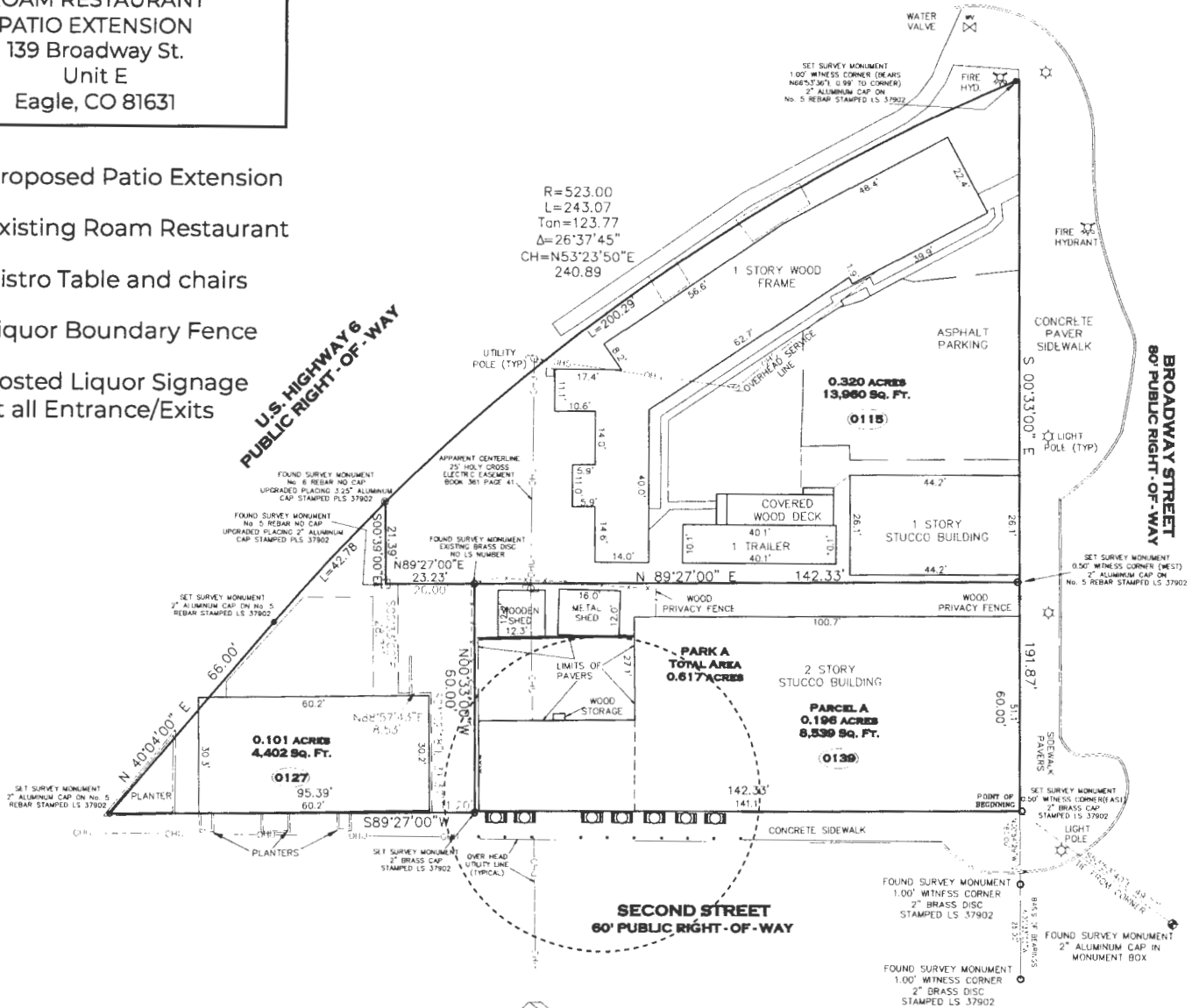
Existing Roam Restaurant



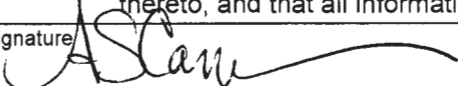
Bistro Table and chairs

□ Liquor Boundary Fence

Posted Liquor Signage
at all Entrance/Exits



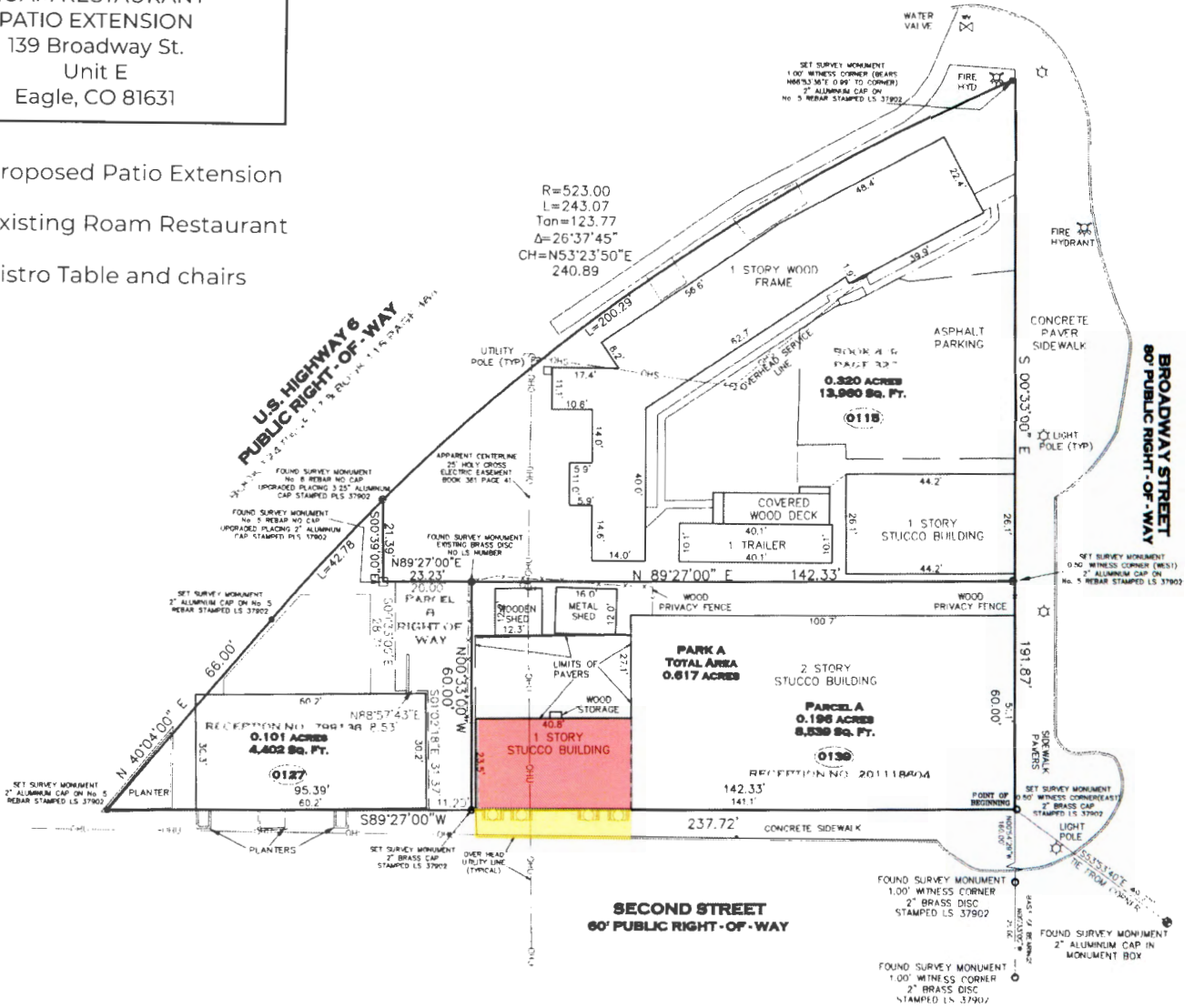
Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title OWNER ADRIENNE S. CAVALARIO	Date 4/8/22
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) Town of Eagle		Date filed with Local Authority April 8, 2022
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

ROAM RESTAURANT
PATIO EXTENSION
139 Broadway St.
Unit E
Eagle, CO 81631

Proposed Patio Extension

Existing Room Restaurant

 Bistro Table and chairs



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING MODIFICATION OF LICENSED PREMISES

IN THE MATTER OF

Modification of Premises/Addition of Sidewalk Service Area
Roam Enterprises LLC dba Roam
Address: 139 Broadway Unit E, Eagle, CO

Having considered the application of Adrienne S. Cavallario Owner of Roam Enterprises LLC for a Modification of Premises for an addition of a sidewalk service area, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on April 8, 2022 following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S. and having considered all relevant and competence evidence admitted at the said public hearing, the Local Licensing Authority FINDS THE PROPOSED MODIFICATION WILL MEET THE FOLLOWING:

1. The reasonable requirements of the neighborhood and desires of the adult inhabitants;
2. The licensee will have possession of the premises with an Encroachment Agreement.
3. The proposed modification is in compliance with the applicable zoning laws of the Town of Eagle;
4. The proposed modification protects the economic and social welfare and the health, peace, and morals of the people.
5. Plans and specifications identifying the area accompany the form and fee.
6. The proposed temporary outside service area located on a sidewalk is immediately adjacent to the licensed premises;
7. The licensed premises, as temporarily modified, will comprise a definite contiguous area; and
8. Plans and specifications identifying the temporary outside service area located on a sidewalk accompany the form and fee.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Adrienne S. Cavallario Owner of Roam Enterprises LLC for a Modification of Premises for an addition of a sidewalk service area is hereby GRANTED.

DATED this 23RD day of August 2022

LOCAL LIQUOR LICENSING AUTHORITY TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



NOTICE OF PUBLIC HEARING

Town of Eagle Liquor License Modification

Notice is hereby given that the Town of Eagle Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **ROAM ENTERPRISES LLC** dated April 8, 2022, requesting a Modification of Premises, located at 139 Broadway Street Unit E, Eagle, Colorado 81631. Said hearing will be held on Tuesday, August 23, 2022 at 6:00 p.m. in the Eagle Town Hall, 200 Broadway.

By: **Jenny Rakow, CMC Town Clerk**

Published: August 11, 2022 EVE



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: August 23, 2022

Agenda Item: Resolution 61, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Major Development Permit and Development Agreement for 435 Eby Creek Road.

REQUEST:

For Town Council to consider approving a Major Development Permit and Development Agreement for a 30-unit apartment building at 435 Eby Creek Road. The Major Development Permit includes a request for five design variances.

INTRODUCTION:

This request was brought before Town Council on July 26, 2022 and August 9, 2022. Since the last meeting, the Deed Restriction for the Local Employee Residency Program (LERP) units has been drafted and is included as Exhibit B of the Development Agreement. The Deed Restriction replaces the LERP Plan in the Development Agreement.

ANALYSIS:

The Deed Restriction outlines qualifications, verifications, remedies, and other details to help administer the LERP units.

COMMUNITY INPUT:

No additional public comment has been received as of August 17, 2022.

BUDGET / STAFF IMPACT:

No impact anticipated.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request aligns with the 2020 Strategic Plan's major objective to 'Diversify the Attainable Housing Stock' with the addition of thirty multi-family dwelling units, six of which will be deed restricted to individuals employed within Eagle County.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve Resolution 61, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Major Development Permit and Development Agreement for 435 Eby Creek Road.

ATTACHMENTS:

- July 26, 2022 Staff Report ([LINK](#))

- August 9, 2022 Staff Report ([LINK](#))
- Resolution 61, Series 2022 (Development Agreement + Deed Restriction Attached)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 61
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MAJOR DEVELOPMENT PERMIT AND ASSOCIATED DEVELOPMENT
AGREEMENT FOR 435 EBY CREEK ROAD

WHEREAS, SON RAY LLC (the "Developer") owns the real property with an address of 435 Eby Creek Road, Eagle, CO, and more particularly described as Lot 3, Perry Subdivision, Phase II (the "Property");

WHEREAS, the Developer has filed with the Town an application (the "Application") for approval of a Major Development Permit to construct 30 multi-family dwelling units in one building on the Property (the "Project");

WHEREAS, at a properly-noticed public hearing on July 5, 2022, the Planning and Zoning Commission reviewed the Application, heard comments from the Developer, Town staff and the public, and recommended that the Town Council approve the Application with conditions; and

WHEREAS, at a properly-noticed public hearing on August 23, 2022, the Town Council reviewed the Application and heard comments from the Developer, Town staff and the public were provided an opportunity to be heard on the Application.

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

Section 1. Findings. Based on the Application, the recommendation of the Planning Commission, input from Town staff and any public comment received, the Town Council finds that the Major Development Permit complies with the applicable criteria in Chapters 4.06, 4.07, and 4.13 of the Eagle Municipal Code (the "Code").

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Major Development Permit and Development Agreement.

Section 3. Development Agreement. The Development Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 23, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of August, 2022 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and Son Ray LLC, a limited liability company with an address of PO Box 4556, Eagle, CO 81631 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property with an address of 435 Eby Creek Road, Eagle, CO, and more particularly described as LOT 3, PERRY SUBDIVISION, PHASE II, COUNTY OF EAGLE, STATE OF COLORADO (the "Property");

WHEREAS, Developer desires to develop the Property and has filed an application for a Major Development Permit (the "Development");

WHEREAS, Section 4.06.020(F) of the Code requires a developer to furnish the Town with a performance guarantee to secure the construction and installation of all public improvements required by the approved Development Plan as a condition for the issuance of a Development Permit; and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Development.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 - SCOPE

1.1 **Purpose.** This Agreement is intended to set forth the Parties' understanding and agreement as to the development of the Property, including without limitation the nature of the development proposed for the Property, the procedures, limitations and standards applicable to the construction of public and other required public improvements to be installed to serve the Property, the responsibilities of the Parties for various costs, fees and charges, and similar matters.

1.2 **Rights Reserved.** It is not the intention of the Parties to diminish or limit the Town's legislative, quasi-judicial, or other powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security documents, improvements, and conveyances, except as otherwise set forth in this Agreement.

SECTION 2 – IMPROVEMENTS

2.1 Public Improvements. Developer agrees to construct, at its own expense, the public improvements necessary for the Development (the "Public Improvements"), subject to the terms and conditions set forth herein and in accordance with the Development Plan.

2.2 Specific Improvements. In addition to all other required Public Improvements, the following specific Public Improvements are required:

a. *EV Charging Station.* Developer shall install at least one electric vehicle ("EV") charging station, as well as infrastructure for future EV charging stations throughout the parking area.

b. *Sidewalk Improvements.* Developer shall construct a sidewalk that connects the Development to the Town's existing sidewalk and trail network, from Pond Road south to the driveway of 360 Eby Creek Road. The sidewalk improvements shall include ADA ramps, a crosswalk, flashing pedestrian crossing lights and appropriate signage. The design of the sidewalk improvements shall be subject to the Town's prior approval.

c. *Gravel.* Gravel shall be installed at the entrances to the public right-of-way to prevent tracking mud during construction or until asphalt has been installed.

d. *Landscaping.* Developer shall submit to the Town for review and approval a final landscaping plan prior to commencing any landscaping work. Developer shall install, at its sole cost and expense, all landscaping shown in said landscaping plan together with a complete drip irrigation system for such landscaping. Developer shall be solely responsible for the adequate and proper maintenance of all on-site and off-site landscaping. The landscaping shall comply with the following:

i. To discourage residents from walking behind the building, Developer shall include additional trees with full foliage south of the dumpster enclosure.

ii. At least 6 coniferous trees of at least 8 feet in height shall be included in the front landscape buffer.

iii. Landscaping in any public right-of-way will require an encroachment permit from the Town.

2.3 Compliance with Applicable Law. Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et

seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

2.4 Construction.

a. All Public Improvements shall be installed and completed at the expense of Developer, and dedicated or conveyed to the Town upon the Town's acceptance thereof. The estimated costs of the Public Improvements are set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Estimated Costs").

b. At Developer's expense, the Town may make reasonable engineering observations and require testing during construction of the required Public Improvements in such reasonable intervals and upon reasonable notice, as the Town may request, in accordance with the Town's engineering standards, Water Distribution Regulations, and Wastewater Regulations, or as otherwise determined by the Town. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

c. Developer shall provide all necessary engineering designs, surveys, field surveys, and "as-built" drawings for all Public Improvements which shall be approved by the Town Engineer. The "as-built" locations of all utility service lines shall be prepared by a registered land surveyor at Developer's sole expense. No Certificate of Occupancy for any building or structure within the Development shall be issued until the required "as-built" drawings have been submitted to the Town. In addition, all expenses incurred for this Property by the Town in updating the Town's base maps shall be paid by Developer to the Town. Developer shall submit both hard copy and electronic files of the "as-built" drawings. The format of the electronic files shall be AutoCAD 2004 or latest edition thereof.

2.5 Completion.

a. The Public Improvements shall be completed on or before August 1, 2025.

b. Upon completion of construction by Developer of the Public Improvements, Developer shall submit to the Town Engineer a written request for an inspection and the preparation of a Final Acceptance Punch List. Upon receipt of such request, the Town Engineer shall inspect the Public Improvements and prepare a written Final Acceptance Punch List which shall be provided to Developer within 30 days of receipt of the written request from Developer. Within 90 days from receipt of the Final Acceptance Punch List, Developer shall make all

corrections necessary to bring the system or Public Improvements into conformity with applicable Town standards and all plans, as approved.

c. Upon completing the Final Acceptance Punch List work, Developer shall submit to the Town Engineer a written request for Final Acceptance. The Town Engineer shall then inspect said Public Improvements and, within 30 days, issue a written determination as to whether the Final Acceptance Punch List work has been satisfactorily completed. If the Town Engineer determines that the Final Acceptance Punch List work has not been satisfactorily completed, the Town Engineer shall issue a revised written Final Acceptance Punch List to Developer. If the Final Acceptance Punch List work has been satisfactorily completed, the Town Engineer shall issue Final Acceptance.

SECTION 3 – WARRANTY

Developer warrants all Public Improvements for a period of 2 years from the date of Final Acceptance. Specifically, but not by way of limitation, Developer warrants the following:

- a. That the title conveyed shall be good and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities conveyed shall be free of any and all defects in materials or workmanship.

SECTION 4 – NUISANCES

Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated to the satisfaction of the Town, the Town may, upon 30 days' written notice, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

SECTION 5 – LOCAL EMPLOYEE RESIDENCY PROGRAM

Pursuant to § 4.04.110 of the Code, the Local Employee Residency Program (the "LERP") requires that at least 10% of new residential housing be affordable to lower and moderate-income households. A copy of the Deed Restriction for Developer's LERP obligations is attached hereto as **Exhibit B** and incorporated herein by this reference (the "Deed Restriction"). The Deed Restriction shall be executed and recorded prior to any construction occurring on the Property.

SECTION 6 – GEOTECHNICAL ISSUES

6.1 Soils Study. Prior to application for building permit, a geotechnical engineer shall validate the 2007 Soils Study, and the study shall be expanded to include all of the mapped geologic hazards potentially impacting the Property.

6.2 Slopes. Applicant shall work with the Town Engineer to minimize slopes greater than 2:1 and provide all necessary slope protections.

SECTION 7 – WILDLIFE

7.1 Education. Prior to application for a building permit, Developer shall provide education materials to the Town to address the items raised by Colorado Parks and Wildlife ("CPW") in its referral letter.

7.2 Dumpster. The Project shall include a CPW-approved bear proof dumpster enclosure.

SECTION 8 – WATER, WASTEWATER AND STORMWATER

8.1 Dedication of Water Rights. The Town acknowledges that sufficient water rights have previously been dedicated to the Town to serve the Development.

8.2 Water Service. Upon completion of the water system improvements necessary to serve the Development, the Town shall provide municipal treated water service to the Development. Provision of water service to the Development shall be made pursuant to agreement by the Town and shall be made available upon full payment of an applicable plant investment fee and utility connection charges at the then applicable rate set forth in the Code. The plant investment fee shall be fully paid prior to the issuance by the Town of a building permit.

8.3 Wastewater Collection System Improvements. Developer, at its sole cost and expense, shall design, purchase, and install all elements of the wastewater collection system located on the Property to fully service the Development in accordance with any design drawings, plans and specifications submitted with the Development Plan and approved by the Town Engineer, and applicable Uniform Non-discriminatory Regulations of the Town in effect at the time of issuance of the Major Development Permit.

8.4 Wastewater Service. Upon completion of any wastewater collection system improvements necessary to serve the Development by Developer, and upon approval and acceptance by the Town Engineer, the Town agrees to provide wastewater treatment and collection service to the Development. The plant investment fee shall be paid prior to the issuance by the Town of a building permit. Provision of wastewater service by the Town to the Development shall be made pursuant to agreement by the Town and on a first come/first served basis with other wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate as set forth in the Code.

8.5 Stormwater. A drainage plan shall be approved by the Town Engineer prior to the filing of the first building permit application for the Development. The drainage plan shall include engineering estimates on sediment load. Developer shall provide on-site stormwater treatment to replace the required on-site detention, as approved by the Town Engineer.

SECTION 9 – PERFORMANCE GUARANTEE

9.1 General. To secure the construction and installation of the Public Improvements, Developer shall furnish the Town with cash or an irrevocable standby letter of credit that is acceptable to the Town in an amount equal to 110% of the Estimated Costs.

9.2 Delivery. Developer shall furnish to the Town the security required by this Section prior to commencing any work on improvements to the Property. Developer shall not commence any work within the Development until such approved security is furnished to the Town.

9.3 Additional Standards. The security required by this Section shall be subject to Section 4.06.020(F) of the Code.

9.4 Increase in Estimated Costs. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs at the time a building permit is issued and annually if the Public Improvements have not been completed. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Developer. Developer shall, within 30 days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs. If Developer fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for in this Agreement; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Developer for all Public Improvements which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed.

9.5 Partial Release. Upon completion of portions of the required Public Improvements by Developer, evidenced by a detailed cost breakdown of the completed Public Improvements, the amount of any letter of credit issued pursuant to this Agreement may be reduced by up to 20% of the approved estimated cost for the installation of such Public Improvements, upon application of Developer, and approval by the Town Manager. Upon completion of all of the required Public Improvements by Developer, and upon final inspection and approval by the Town Engineer of all such Public Improvements, the Town Manager shall further authorize the reduction of the amount of the security to 10% of the total actual cost of such Public Improvements.

9.6 Full Release. The security issued pursuant to this Section shall be fully released and discharged by the Town upon expiration of the 2-year warranty period, provided that, if defects are not satisfactorily corrected within such 2 years, the Town may require new security and withhold the issuance of any further building permits until new security is supplied.

9.7 Draw. If the required Public Improvements are not satisfactorily constructed or completed within the time specified in Section 2, the Town may draw on the security to complete the Public Improvements. If the security is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement or satisfactorily completed the Public Improvements, the Town may draw on the security and either hold such funds as security for performance of this Agreement or spend such funds to complete the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate. If the Town has drawn on the security and a satisfactory replacement guarantee is thereafter provided or the Public Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 calendar days of a request by Developer.

SECTION 10 - INDEMNIFICATION

10.1 By Contractors. Any contractor employed by Developer who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall agree to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, 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 work performed by such contractor for Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10.2 By Developer. In addition, Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by Developer, or its agents, contractors or employees pursuant to this Agreement.

SECTION 11 - INSURANCE

11.1 Required. Developer and every contractor hired by Developer to perform work under this Agreement shall 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 such contractor.

11.2 Amounts. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

a. Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work.

b. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

11.3 Form. The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

11.4 Certificate. Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been provided to the Town.

SECTION 12 - REIMBURSEMENTS

12.1 Development Review Costs. Pursuant to Section 4.03.080(C)(2) of the Code, Developer shall pay to the Town the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with Developer's Major Development Permit application. Said costs shall be paid in full prior to the issuance of the Major Development Permit.

12.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the required Public Improvements, Developer shall reimburse the Town for the actual cost of all inspections, as provided in Section 4.03.080(D)(1) of the Code.

12.3 Sidewalk Improvements. Provided that the actual cost of the sidewalk improvements identified in Section 2.2 does not exceed the estimate set forth in Exhibit A, within 30 days of the

Town's Final Acceptance of such sidewalk improvements, the Town shall reimburse Developer for 50% of the total actual cost of such improvements.

SECTION 13 – FEES AND DEDICATIONS

13.1 Street Improvement Fee. In accordance with Section 4.13.220 of the Code, Developer shall pay to the Town the sum of \$18,250.60 for street improvement fees for the Development, prior to the issuance of the Major Development Permit.

13.2 Fire Protection Impact Fees. In accordance with Section 4.13.230 of the Code, Developer shall pay to the Town the sum of \$20,567.82 for fire protection impact fees for the Development, prior to the issuance of a Major Development Permit.

13.3 Public Safety Impact Fees. In accordance with Section 4.13.250 of the Code, Developer shall pay to the Town the sum of \$42,224.70 for public safety impact fees for the Development, prior to the issuance of a Major Development Permit.

13.4 School Land Dedication Fee. In accordance with Section 4.13.190 of the Code, Developer shall pay to the Town the sum of \$22,875.79 for fee in lieu of school land dedication for the Development, prior to issuance of Major Development Permit.

13.5 Easements. Developer shall dedicate to the Town, at no cost, free and clear of any liens and encumbrances, easements required for extension of utilities, drainage, access, or any other use depicted in the engineering drawings approved by the Town Engineer.

SECTION 14 – BREACH AND REMEDIES

14.1 Breach. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

14.2 Remedies. If Developer breaches any provision of this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the Public Improvements be paid or honored; or

d. Any other remedy available at law or in equity.

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

SECTION 15 - MISCELLANEOUS

15.1 Assignment. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

15.2 Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

15.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

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

15.5 Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

15.6 No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

15.7 Notice. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

15.8 Integration. This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

15.9 Recordation. This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder, and shall be a covenant running with the Property.

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

Son Ray, LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
_____ as _____ of Son Ray, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

EXHIBIT A
PUBLIC IMPROVEMENTS



435 Eby Creek Public Improvements Cost Estimate

Addition of Fire Hydrants	Unit Cost	Qty	UOM	TOTAL
Road Cut	\$12,000		1 EA	\$12,000
Hydrant Installation	\$12,000		2 EA	\$24,000
SUBTOTAL				\$36,000
Asphalt Side Walk in Public ROW	Unit Cost	Qty	UOM	TOTAL
Drainage Ditch Re-alignment (Excavator and Crew)	\$2,000		1 Day	\$2,000
Asphalt Sidewalk Prep - 5' Width	\$2.50		2000 SF	\$5,000
Asphalt Sidewalk Paving - 5' Width	\$95.00		80 Tons	\$7,600
Revegetation of Drainage Ditch	\$0.25		5625 SF	\$1,406
SUBTOTAL				\$16,006
Addition of Spuce Trees in Public ROW per P&Z Approval	Unit Cost	Qty	UOM	TOTAL
Spruce Trees - 8' Tall	\$750		5 EA	\$3,750
Drip Irrigation Line (1 zone)	\$700		1 EA	\$700
SUBTOTAL				\$4,450
Main Entry Driveway	Unit Cost	Qty	UOM	TOTAL
Subgrade Prep Work	\$2.50		700 SF	\$1,750
18" RCP Storm Pipe with Flared End Section	\$120.00		24 LF	\$2,880
18" Flared End	\$750.00		2 EA	\$1,500
Concrete Valley Pan	\$14.00		32 LF	\$448
Concrete Curb and Gutter	\$16.00		40 LF	\$640
Asphalt Paving	\$95.00		28 Tons	\$2,660
SUBTOTAL				\$9,878
CONSTRUCTION TOTAL FOR WORK IN PUBLIC ROW				\$66,334



435 Eby Creek Public Improvements Cost Estimate

Detached Sidewalk Behind Guardrail	Unit Cost	Qty	UOM	TOTAL
Site Survey	\$500.00	1	LS	\$500
Professional Engineering Services	\$3,000.00	1	LS	\$3,000
Site Work				
Excavation and Subgrade Prep - Mini Excavator Crew	\$2,000.00	2	Days	\$4,000
Redi-Rock (or similar) Retaining Wall	\$60.00	150	SF	\$9,000
Backfill	\$15.00	60	CY	\$900
Asphalt Prep	\$2.50	900	SF	\$2,250
Asphalt Paving	\$95.00	36	Tons	\$3,420
Steel Guardrail	\$70.00	150	LS	\$10,500
Flashing Crosswalk Lights	\$11,150.00	1	LS	\$11,150
Addition of New Street Light	\$8,500	1	LS	\$8,500
Existing Guardrail Modifications for Pedestrian Opening	\$2,000	1	LS	\$2,000
Construction Contingency	\$5,020.00	1	LS	\$5,020
GC Fee				No Charge
TOTAL ESTIMATED COST				\$60,240

EXHIBIT B
DEED RESTRICTION

THIS DEED RESTRICTION (the "Deed Restriction") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), between the Town of Eagle, a Colorado home rule municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and Son Ray LLC, a limited liability company with an address of P.O. Box 4556, Eagle, CO 81631 ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is the owner of certain real property more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is developing the Property (the "Development").

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. For purposes of this Deed Restriction, the following terms shall have the following meanings:

"Business" means a business with an office or job site physically located in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

"Principal place of residence" means the dwelling in which one's habitation is fixed and to which a person, whenever they are absent, has a present intention of returning after an absence therefrom. In determining what is a principal place of residence, the Town and Owner shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

"Qualified Household" means one Qualified Resident or a group of persons that contains at least one Qualified Resident (who must sign the Unit lease as a tenant). A Qualified Household may have occupants that are not Qualified Residents (and who may also sign the Unit lease as tenants) as long as at least one occupant who has signed the lease is a Qualified Resident.

"Qualified Resident" means a natural person who occupies a Unit as their principal place of residence, and:

- i. Earns at least 75% of their income by working an average of 30 hours or more per week on an annual basis at a Business, or has been hired by a Business to do so;
- ii. Is over the age of 60, is retired, and had earned at least 75% of their gross income by having worked an average of at least 30 hours per week on an annual basis at a Business for a minimum of 4 years immediately prior to their retirement; or

iii. Is a person with a disability who had earned at least 75% of their gross income by having worked an average of at least 30 hours per week on an annual basis at a Business for a minimum of 2 years immediately prior to their disability or has been granted an exception to the minimum of 30 hours per week in order to continue with a federal or state disability benefit program, if the person works the maximum number of hours per week the program will allow.

"Rental Guidelines" means the guidelines attached as **Exhibit 2** hereto and incorporated herein by this reference, as amended.

"Unit" means each of the 6 residential dwelling units that are subject to this Deed Restriction; the Units are not fixed, specific Units, but may float, as long as the total number of Units subject to this Deed Restriction is equal at all times to 6.

2. Binding Effect. This Deed Restriction shall constitute a covenant running with the Property as a burden thereon, for the benefit of, and enforceable by the Town and Owner. This Deed Restriction shall bind Owner and all occupants of the Units. Each and every occupant of a Unit shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein that are applicable to such occupant during such occupant's respective period of occupancy of a Unit. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Deed Restriction, even without reference to this Deed Restriction in any document of conveyance.

3. Occupancy and Use.

a. Subject to the Rental Guidelines, each Unit shall be occupied at all times by a Qualified Household.

b. No business activity shall occur on or in a Unit, other than as permitted within the zone district applicable to the Property.

c. Short-term rental of any Unit, as defined by the Eagle Municipal Code, shall be prohibited.

4. Unit Lease. No Unit shall be leased or occupied without a Unit lease. Each Unit shall have only one Unit lease at any one time. Each Unit lease shall include a clear reference to this Deed Restriction and a brief summary of this Deed Restriction, including the remedies upon a violation or breach of the terms of this Deed Restriction, and shall incorporate the terms and conditions of this Deed Restriction. No lease shall be less than 6 months in duration.

5. Right to Terminate Lease. Nothing herein shall prevent Owner from terminating the lease of a Qualified Household, or taking any other legal action against the Qualified Household based upon any tenant's breach of the terms of the lease; provided that if a tenant misrepresents their

status as a Qualified Resident, Owner shall terminate the Unit lease in addition to any other available remedies.

6. Inspection. In a non-emergency situation, if the Town or Owner has reasonable cause to believe that an occupant of a Unit is violating any provision of this Deed Restriction, the Town or Owner may inspect the Unit between the hours of 8:00 am and 5:00 pm, Monday through Friday, after providing the occupant with no less than 24 hours written notice, which notice to tenant may be given by posting on the front door of the applicable Unit. Nothing herein shall preclude the Town or Owner from accessing a Unit in an emergency situation where there is an imminent threat to person(s) or property.

7. Annual Verification. No later than February 1st of each year, Owner shall submit a written statement to the Town including the following information and stating that such information is true and correct to the best of Owner's knowledge and belief:

a. A list of tenants who occupied the Units in the prior calendar year and the evidence submitted by such tenants to establish that they were Qualified Residents and/or Qualified Households;

b. A copy of the lease form currently used for the Units; and

c. Copies (which may be electronic) of all application information submitted by Qualified Residents actually occupying Units.

8. Consensual Lien; Right to Redeem. Under C.R.S. § 38-38-305, Town, as the holder of this Deed Restriction, is considered as a lienor, but without any lien amount, with a right to redeem upon the foreclosure of a superior lien, in accordance with Article 38 of Title 38, C.R.S., as amended.

9. Superior to Liens. This Deed Restriction will remain in full force and event, and will not be extinguished or invalidated by, the foreclosure of any mortgage, deed of trust, or other lien that is recorded after this Deed Restriction, or that is subordinated to this Deed Restriction, or any conveyance of the Property in lieu of any such a foreclosure.

10. Violations.

a. If Owner discovers a violation of this Deed Restriction by an occupant, or if the Town notifies Owner in writing that there is a violation of this Deed Restriction by an occupant, Owner shall send a notice of violation to the occupant detailing the nature of the violation and allowing the occupant 30 days from the date of the notice to cure said violation to the reasonable satisfaction of Owner and the Town. Notice may be given by posting on the front door of the applicable Unit or by other lawful means. If the violation is not cured within such time, the violation shall be considered a violation of this Deed Restriction by the Unit occupant.

b. If the Town discovers a violation of this Deed Restriction by Owner, the Town shall send a notice of the violation to Owner, detailing the nature of the violation and allowing Owner

30 days from the date the notice is given to cure said violation to the reasonable satisfaction of the Town. If a forcible entry and detainer is necessary to resolve the violation, the forcible entry and detainer shall be commenced within such 30-day period and diligently prosecuted to completion. If the violation is not cured within such time, the violation shall be considered a violation of this Deed Restriction by Owner.

11. Remedies.

a. The Town and Owner shall have any and all remedies provided by law and in equity for a violation of this Deed Restriction, including without limitation: (i) damages, including but not limited to damages resulting from the leasing of a Unit in violation of this Deed Restriction; (ii) specific performance; and (iii) injunction, including but not limited to an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of a Unit in violation of this Deed Restriction. All remedies shall be cumulative.

b. In addition to any other available remedies, if Owner is found to be in violation of this Deed Restriction (after expiration of any cure period), Owner shall be subject to a penalty of \$100 per violation as determined by the Town in each instance. Each occurrence is hereby deemed to be a separate violation of this Deed Restriction, and the penalty may be imposed for each and every day during any portion of which a violation is found to have been committed, continued or permitted by Owner. This penalty shall not apply if it is discovered that an occupant provided false information to Owner, Owner reasonably relied on such false information, and the false information caused the violation.

c. If addition to any other available remedies, if an occupant of a Unit is found to be in violation of this Deed Restriction (after expiration of any cure period), the occupant shall be subject to a penalty of \$100 per violation as determined by the Town in each instance. Each occurrence is hereby deemed to be a separate violation of this Deed Restriction, and the penalty may be imposed for each and every day during any portion of which a violation is found to have been committed or continued by an occupant.

d. The cost to the Town of any activity taken in response to any violation of this Deed Restriction by Owner, including reasonable attorney fees, shall be paid promptly by Owner; provided that, if the Town or a court of competent jurisdiction finds that Owner was not in violation of this Deed Restriction, Owner shall not be liable for such payment.

12. Term. This Deed Restriction shall commence on the Effective Date and run in perpetuity.

13. Miscellaneous.

a. *Modification.* This Deed Restriction may only be modified by subsequent written agreement of the Parties.

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

c. *Severability.* If any provision of this Deed Restriction is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

d. *Governing Law and Venue.* This Deed Restriction 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.

e. *Third Parties.* There are no intended third-party beneficiaries to this Deed Restriction.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be in a joint venture with Owner, and the Town shall never be liable or responsible for any debt or obligation of Owner.

g. *No Indemnity.* Nothing herein shall be construed to require the Town to protect or indemnify Owner against any losses attributable to the rental of a Unit, nor to require the Town to locate a Qualified Resident for any Unit.

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 Deed Restriction, 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 or its officers, attorneys or employees.

i. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Deed Restriction are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

IN WITNESS WHEREOF, the Parties have executed this Deed Restriction on the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

Son Ray, LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2022, by
_____ as _____ of Son Ray, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

EXHIBIT 1
LEGAL DESCRIPTION

LOT 3, PERRY SUBDIVISION, PHASE II, COUNTY OF EAGLE, STATE OF COLORADO.

EXHIBIT 2
RENTAL GUIDELINES

1. **Purpose.** The purpose of these Rental Guidelines is to set forth the occupancy eligibility requirements for the employee housing rental units (the "Units") located at 435 Eby Creek Road, Eagle, Colorado, pursuant to the Deed Restriction dated _____.
2. **Definitions.** All capitalized terms herein shall have the meanings set forth in the Deed Restriction.
3. **Administration.** In accordance with the Deed Restriction, Owner shall administer these Rental Guidelines, including without limitation making determinations regarding the eligibility of applicants to rent and occupy a Unit. Prior to leasing or renewing a lease for a Unit, each tenant must sign an individual acknowledgement of acceptance of the terms of these Rental Guidelines and the Deed Restriction.
4. **Qualified Households.** To be eligible for consideration to rent a Unit, the occupants must first be certified as a Qualified Household.
5. **Application.** To become a Qualified Resident, a person must first provide the following information on an application to be provided by Owner, and applications and all accompanying documentation shall become the property of Owner and will not be returned to the applicant:
 - a. Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation as requested by Owner) of applicant's current employment with a Business;
 - b. A valid form of identification, such as a driver's license, state-issued identification, passport or military identification.
 - c. Any other documentation that Owner deems necessary to make a determination of eligibility; and
 - d. A signed statement certifying and acknowledging: that all information submitted in such application is true to applicant's best knowledge; that the applicant understands that they may not sublet the Unit; that the applicant authorizes Owner to verify any and all past or present employment and residency information and all other information submitted by an applicant; and that applicant understands that, as set forth in the Deed Restriction, Owner reserves the right to review any applications and take any appropriate action regarding such application.
6. **Interpretation.** In evaluating an application to lease a Unit, Owner shall be guided by the following:
 - a. An applicant's physical place of employment is controlling, not the mailing address of such place.

b. Claims of employment by an applicant that are unable to be verified by Owner will not be utilized in determining an applicant's eligibility.

c. Seasonal work and part-time work alone may not be adequate to meet the minimum 30 hours per week average annual requirement, but may augment other employment to meet the minimum eligibility requirements.

7. Occupancy of Restricted Units.

a. At all times, the 6 Units shall be occupied by a Qualified Household that includes at least one Qualified Resident.

b. The availability of Units shall be publicly advertised at least 15 days prior to the end of the then-current lease term.

c. If there are no eligible Qualified Households available to lease a particular Unit other than a Restricted Unit, Owner may lease such Unit to occupants other than a Qualified Household, but only upon written approval by the Town, after a finding that extraordinary circumstances and hardship exist to justify such arrangement. Such tenancy shall be on a month-to-month basis only, and shall be replaced by a Qualified Household as soon as a Qualified Household becomes available to lease the Unit.

8. Misrepresentation. Any misrepresentation by an applicant in any submittal shall disqualify such applicant from being eligible to lease a Unit, and shall be grounds for eviction if such misrepresentation is revealed after such applicant's occupancy.

9. Inspection of Documents. The Town may inspect any documents submitted with any application for Qualified Resident status pursuant to Section 5 hereof, at any time during normal business hours, upon reasonable notice. In addition, upon inspection, if the Town reasonably determines that additional documents are necessary to verify Qualified Resident or Qualified Household status, the Town may request additional documents.



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development Department

Date: August 23, 2022

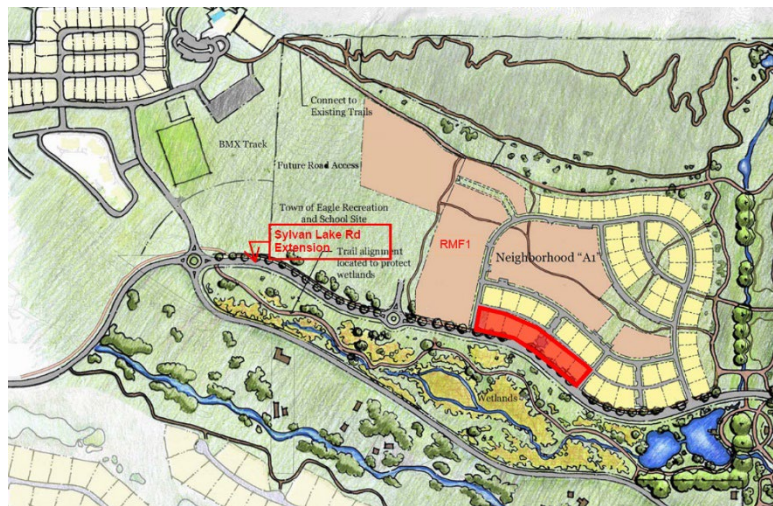
Agenda Item: Resolution 72, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Minor Subdivision of Haymeadow Lots 9-13 and Tract F"

REQUEST:

A request for a Minor Subdivision to replat Lots 9-13 and Tract F in Filing 1 of the Haymeadow PUD.

INTRODUCTION:

The Haymeadow property is roughly 660 acres and extends south and east from the current intersection of Brush Creek Road and Sylvan Lake Road. Haymeadow was annexed, zoned PUD, and initially platted in 2014. Since the original approvals, the Annexation and Development Agreement and PUD have been amended multiple times, the Final Plat for Filing 1 has been recorded and amended twice.



This application represents the third amendment to the Final Plat for Filing 1, which was approved in 2019. Filing 1 created eight single family home lots, five duplex lots and two tracts with drainage easements. During the construction of the infrastructure, the applicant revised the plan in the field and ran utilities to seven single-family sites instead of the five duplex lots on the plat. If approved, this application for a minor subdivision would formally convert the five duplex lots into seven single-family lots.

ANALYSIS:

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

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

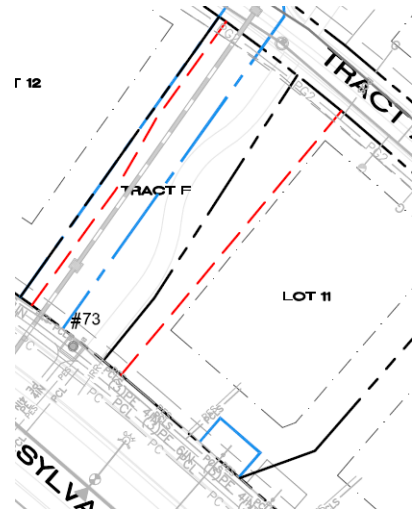
Regulations

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

Each single-family lot contains a utility easement that runs along the front and rear of the property. No utilities are proposed along the side lot lines. The lot line between Lots 10 and 11 curves towards Lot 11 at the front and rear so that the water line easement for Lot 10 falls within the Lot rather than straddling the lot line.

[Section 4.13.050.C](#). *Drainage easements. Drainage easements shall be designed to meet the criteria of this section. The minimum width for a drainage easement shall be ten feet. An additional 15 feet shall be required where needed, as determined by the Town Engineer, for vehicular access to maintain the system. No permanent structure shall be located within the easement.*

Staff Comment: Tracts D and F are described in Filing 1 as “Common Open Space/Parking” and contain a drainage easement that runs through both Tracts. There are not any proposed changes on Tract D. The lot lines for Tract F are reduced by this re-plat by roughly 10 ft, however the width of the Tract is still well over the 25 ft required by code for vehicular access. The Town Engineer did not express any concerns regarding this size reduction of the drainage easement. This image shows the vacated lot lines for Tract F in red and the new lot lines in black. The size of Tract F was reduced to create a larger Lot 11. The blue designates the specific location of the drainage easement, which is now fully on Tract F.



Goals and Policies

Staff Comment: Staff reviewed the application against the goals and policies in the [Elevate Eagle Comprehensive Plan \(2021 Amendment\)](#). The process of subdividing is not specifically addressed by policies in the Comprehensive Plan. However, there are some policies that relate to this request because of the change of housing type.

Policy 1-1.1 Ensure a healthy mix of housing types and densities (e.g. Single-family, duplex, multifamily, mixed use, and accessory dwelling units) to allow for greater diversity.

Staff Comment: The Haymeadow PUD Guide allows for both single-family and duplex units as a use by right in Neighborhood A1. The Density Control section of the PUD Guide (Section 4) combines single-family and duplex, so the requirement is fulfilled by either unit type. Converting duplex lots to single-family lots is a loss in density, as 10 housing units would be constructed if the plat were to remain as is. However, in the Haymeadow PUD Guide, accessory dwelling units (ADU's) are a use by right to a single-family home, but not permitted with a duplex. If the seven

single-family homes proposed all contained ADU's, the density would technically increase to 14 dwelling units. ADU's don't count towards the density limits in the PUD, so after the 88 dwelling units approved in RMF-1 and 2 are constructed and the 15 single-family homes in Filing 1; there are still 734 units to be built throughout the PUD.

In the Elevate Eagle Existing Conditions Appendix, the consultants stated that "The Town of Eagle's housing stock is dominated by single-family homes with approximately 86% total single-family housing units (attached and detached)." Staff interprets this as including both single-family and duplex in the 86% calculation. The housing study currently being prepared should provide us with additional insight into the exact percentages we have for each housing type, but we don't have these numbers available to us yet. As previously noted, the conversion requested would create seven single-family homes, each of which is likely to have an accessory dwelling unit attached to it, instead of building ten duplex units. Whether this change adds to a healthy housing mix or takes away from it is up to interpretation.

Planning & Zoning Commission Comments and Recommendation:

The Commission had one question regarding the use/purpose of Tract F, which was answered by staff and they asked to see a site map, to better understand where these lots were located within the overall development. They commented that this application meets the standards and appears to be straightforward. The Commission voted unanimously (7-0) to recommend approval of MS22-02, based on compliance with the Town's regulations, the PUD Guide and the Comprehensive Plan.

Recommended Conditions of Approval:

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

COMMUNITY INPUT:

Staff has not received any letters of public comment as of August 19, 2022. Letters received after this time will be gathered and entered into the public record at the hearing.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve Resolution No. 72, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Minor Subdivision of Haymeadow Lots 9-13 and Tract F.

ATTACHMENTS:

- Project Application and Narrative
- Amended Final Plat – Haymeadow Filing 1, Third Amendment, A Resubdivision of Lots 9-13 and Tract F of the Haymeadow Subdivision

- Alpine Engineering Plan
- Haymeadow Filing 1 Plat (Sheet 6)
- P&Z Commission Meeting Minutes dated August 16, 2022 ([LINK](#))
- Resolution No. 72, Series 2022



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

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Haymeadow Filing 1 3rd Amendment

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

LOCATION

STREET ADDRESS multiple, see plat

PROPERTY DESCRIPTION

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

DESCRIPTION OF APPLICATION/PURPOSE see attached project narrative

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

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

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

ADDRESS _____ **EMAIL** _____

REPRESENTATIVE* Michael Hood **PHONE** 9703314492

ADDRESS Rangeresourcesconsulting@gmail.com **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):

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

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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



Signature

6/23/22

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 _____	



June 23, 2022

Application Narrative

Haymeadow Filing 1, Third Amendment, A Resubdivision of Lots 9-13 and Tract F of the Haymeadow Filing 1.

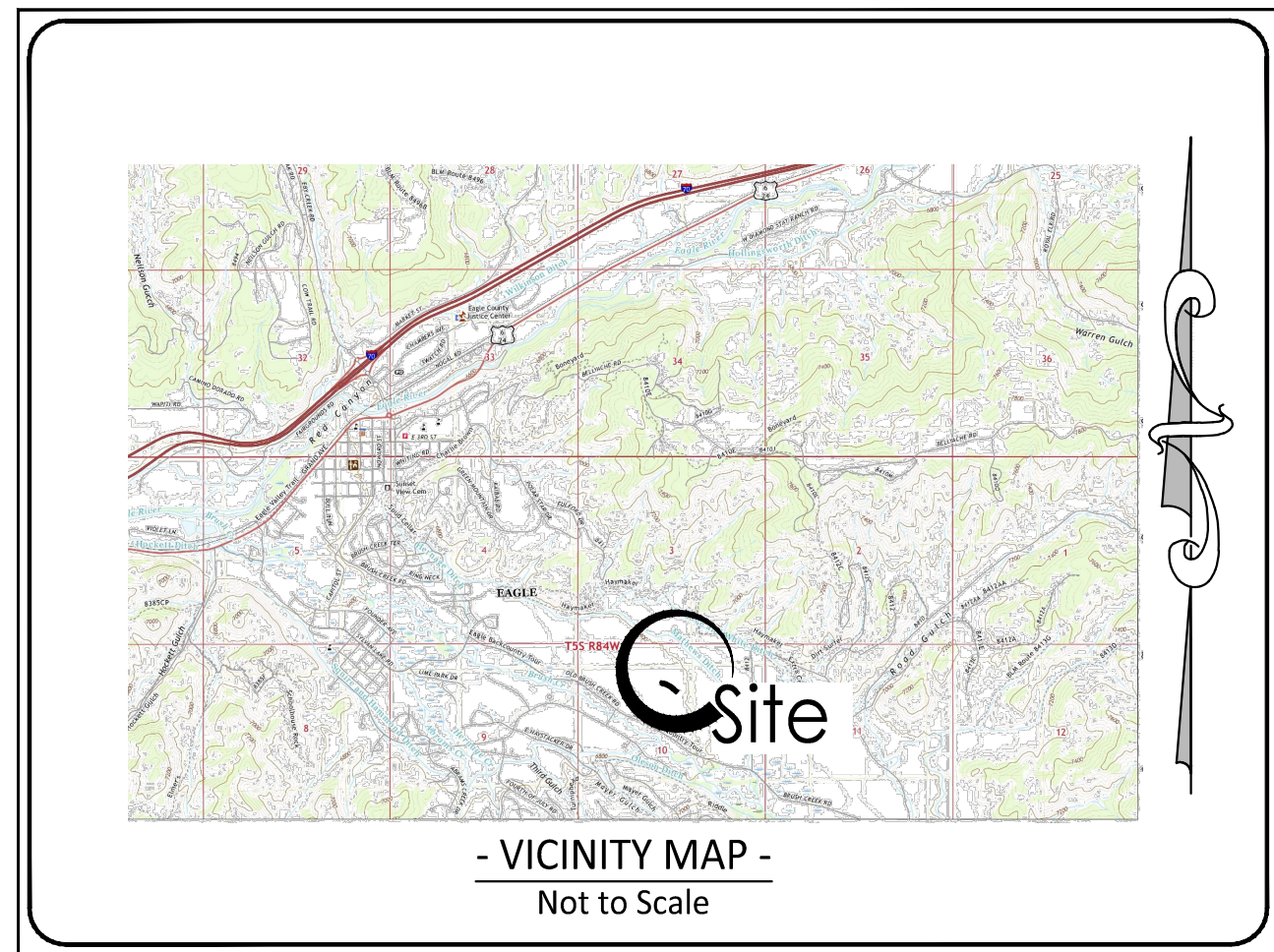
The Haymeadow Filing 1 Final plat was approved by Ordinance #4 of 2019. This initial final plat of Haymeadow defined the project boundary and created open space parcels, school and park land dedication parcels, road rights-of-ways, easements, alleys, common parcels, four multi-family development tracts,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

This application represents an amendment to the Filing 1 lot layout. This plat requests a conversion of the five duplex lots into seven single family lots. The initial plat detailed five duplex lots and a common parking parcel (Tract F) along Sylvan Lake Road. The lots are served by an alley between Sylvan Lake Road and Red Peak Road.

The applicant desires to amend the plan to convert the duplex lots to single family homes. Access to the lots will remain off of the existing alley. Tract F is a common area that provides a pedestrian connection from the alley to Sylvan Lake Road. Tract F has been slightly reconfigured as the lot lines shift but will remain as a common area pedestrian connection as planned.

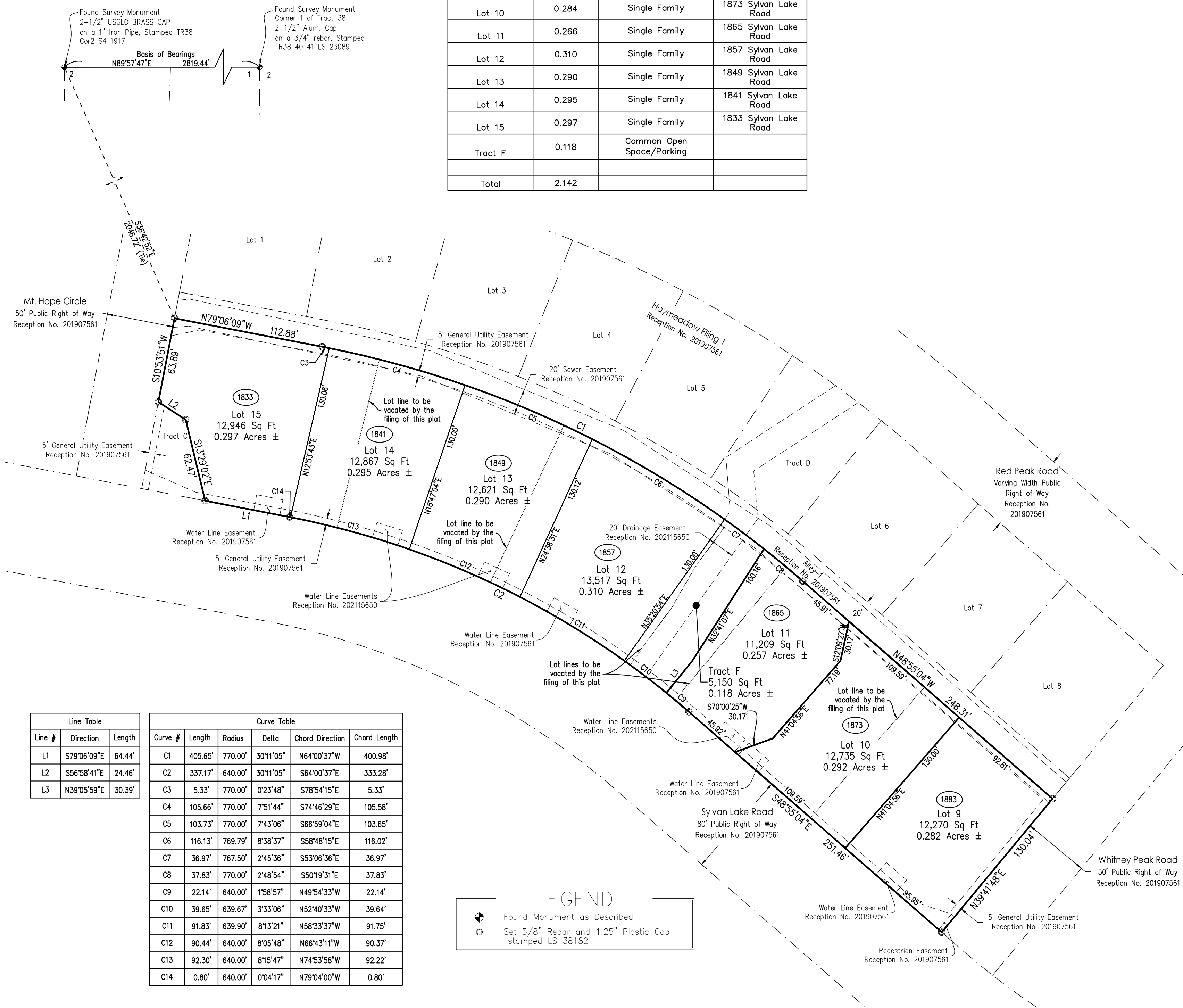
All Filing 1 infrastructure improvements have been put in place to match. The desire to make this change in lot layout from duplex to single family was realized during infrastructure construction and the water and sewer services were re-designed and installed to meet this revised lot design. This revision was approved and stamped by the Town of Eagle at Revision #4 of Filing 1, access and infrastructure. No new or altered infrastructure construction is required to serve this amended final plat. At final plat for Filing 1, there were no drainage easements plated on the single family or duplex lots. With only revising the lots on the south side of the alley, our desire is to keep the plat consistent with the single family lots on the north side of the alley. All drainage to remain on each individual parcel.

The amended plat remains in overall compliance with the approved Sketch and Preliminary Plans. Those plans were designed and approved to allow flexibility in the location of single family versus duplex lots. The conversion of the five duplex lots to seven single family lots represents an overall reduction in density of three dwelling units in this area. Therefore, there is no increase in utility service demand or traffic numbers.



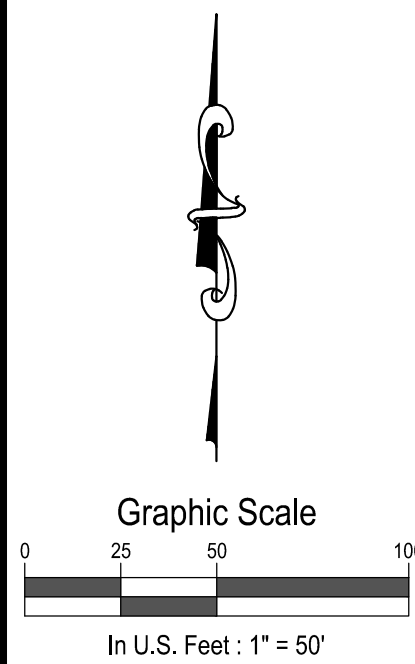
Haymeadow Filing 1, Third Amendment,
A Resubdivision of Lots 9-13 and Tract F
of the Haymeadow Subdivision Filing 1
Situated in Tracts 38 and 55 of Sections 4 and 9,
Township 5 South, Range 84 West of the Sixth P.M.
Town of Eagle, Colorado

LAND USE TABLE			
Parcel	Acres +/-	Land Use	Address
Lot 9	0.282	Single Family	1883 Sylvan Lake Road
Lot 10	0.284	Single Family	1873 Sylvan Lake Road
Lot 11	0.266	Single Family	1865 Sylvan Lake Road
Lot 12	0.310	Single Family	1857 Sylvan Lake Road
Lot 13	0.290	Single Family	1849 Sylvan Lake Road
Lot 14	0.295	Single Family	1841 Sylvan Lake Road
Lot 15	0.297	Single Family	1833 Sylvan Lake Road
Tract F	0.118	Common Open Space/Parking	
Total	2.142		



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

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



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

Haymeadow Filing 1, Third Amendment,
A Resubdivision of Lots 9-13 and Tract F
of the Haymeadow Subdivision Filing 1
Town of Eagle, Colorado

Revision		By:	
Rev.	Date		
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after your first discover such defect. In no event, shall the date of completion of this survey be deemed to have commenced more than ten years after the date of completion of this survey. The date of completion shown hereafter shall be deemed to be the date of completion of this survey.

2016-2777-001	
Drawn by:	MEW
Date:	2/23/2022
Approved:	-- PLS: SAI
File:	220803Haymeadows_Resub0103-13

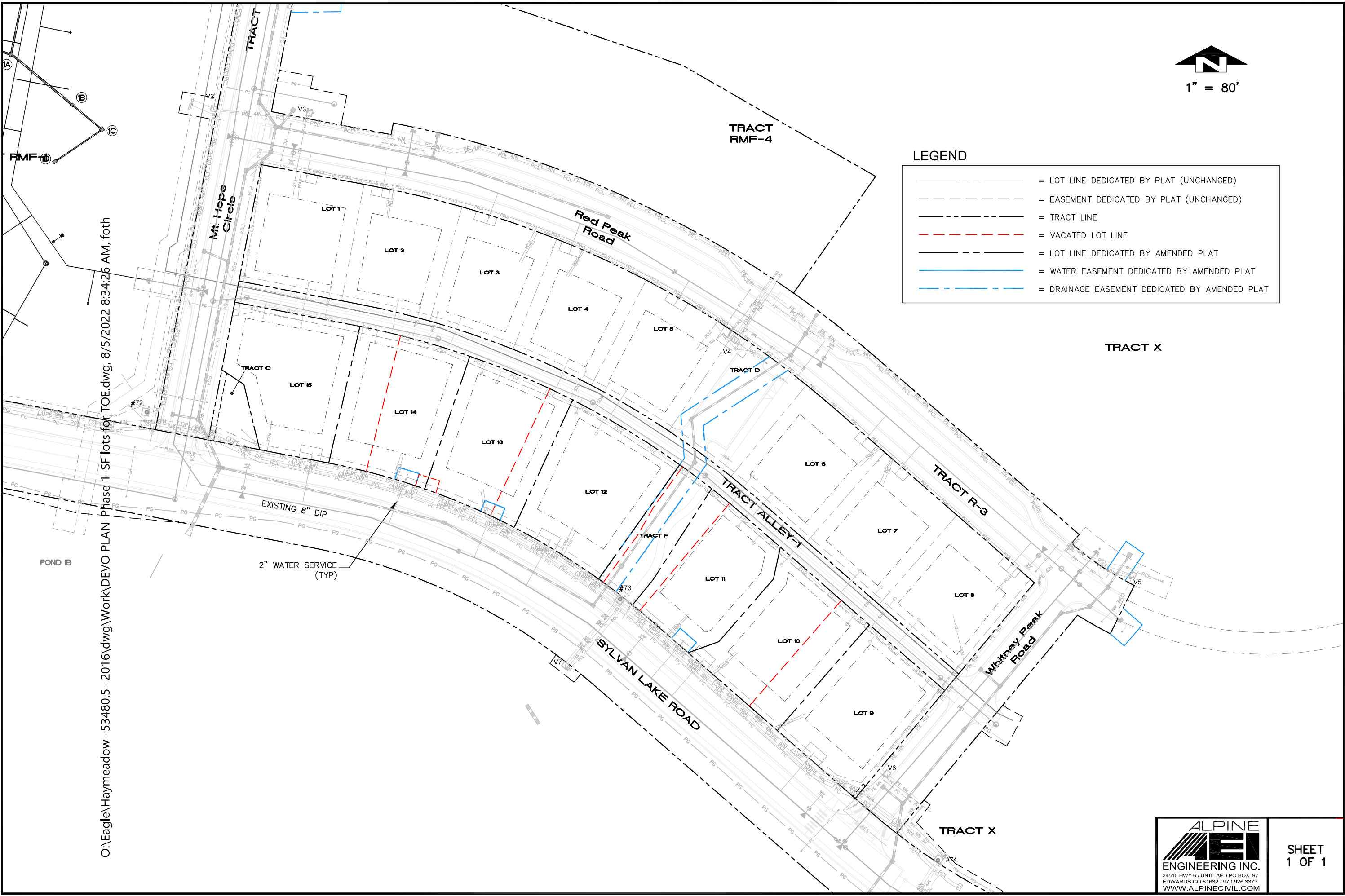
Title:

Plat

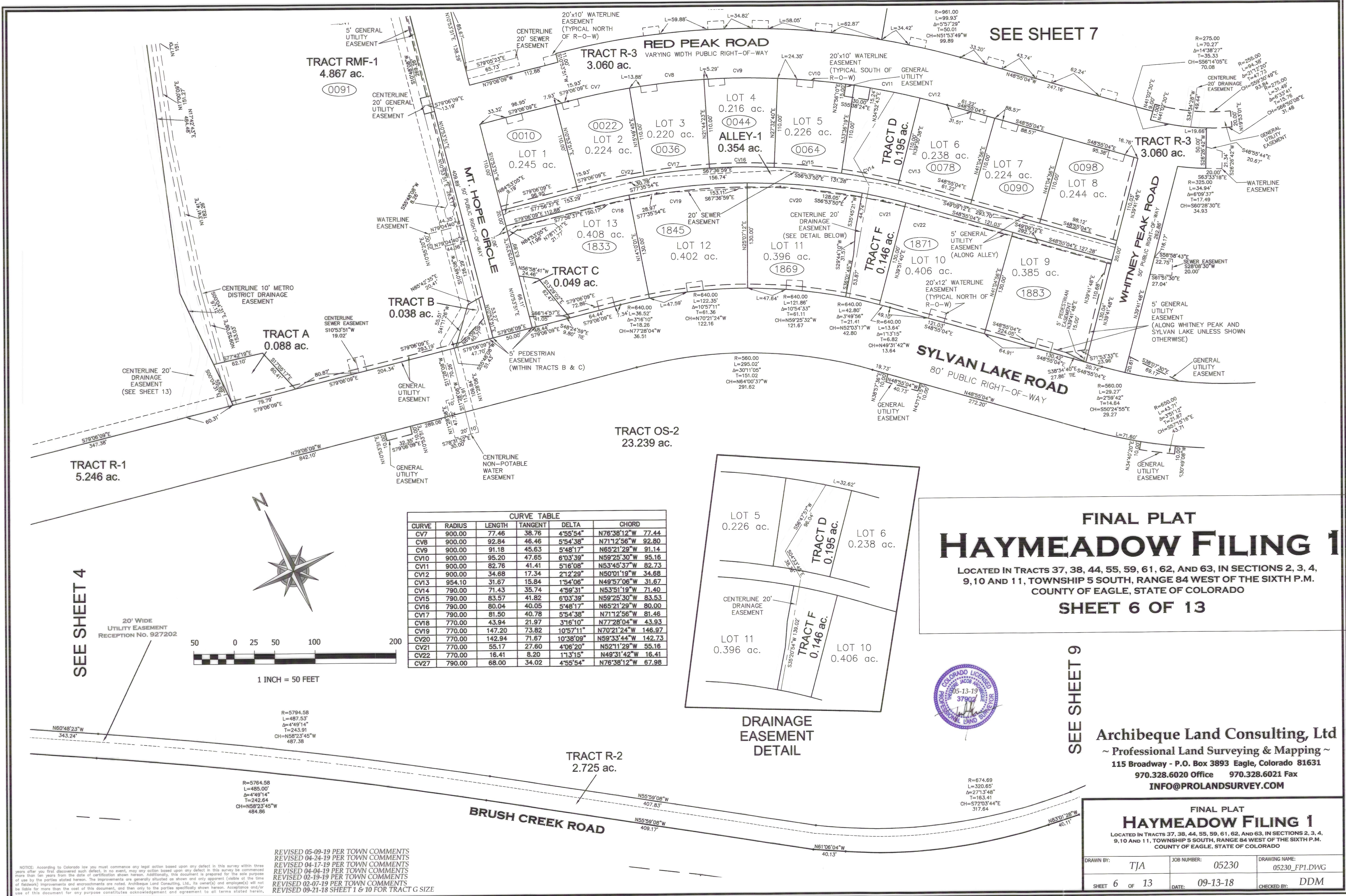
Sheet No.

1

Of: 1



O:\Eagle\Haymeadow- 53480.5- 2016\dwg\Work\DEVO PLAN-Phase 1-SF lots for TOE.dwg, 8/5/2022 8:34:26 AM, foth



REVISED 05-09-19 PER TOWN COMMENTS
REVISED 04-24-19 PER TOWN COMMENTS
REVISED 04-17-19 PER TOWN COMMENTS
REVISED 04-04-19 PER TOWN COMMENTS
REVISED 02-19-19 PER TOWN COMMENTS
REVISED 02-07-19 PER TOWN COMMENTS
REVISED 09-21-18 SHEET 1 & 10 FOR TRACT G SIZE

Archibeque Land Consulting, Ltd
~ Professional Land Surveying & Mapping ~
115 Broadway - P.O. Box 3893 Eagle, Colorado 81631
970.328.6020 Office 970.328.6021 Fax
INFO@PROLANDSURVEY.COM

FINAL PLAT HAYMEADOW FILING 1		
LOCATED IN TRACTS 37, 38, 44, 55, 59, 61, 62, AND 63, IN SECTIONS 2, 3, 4, 9, 10 AND 11, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M. COUNTY OF EAGLE, STATE OF COLORADO		
DRAWN BY:	TJA	JOB NUMBER: 05230
DRAWING NAME:	05230_FP1.DWG	
SHEET 6 OF 13	DATE: 09-13-18	CHECKED BY: DDM

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 72
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MINOR SUBDIVISION OF HAYMEADOW LOTS 9-13 AND TRACT F

WHEREAS, ABRIKA Properties, LLC ("Owner") owns the real property described as Lots 9-13 and Tract F of the Haymeadow Subdivision Filing 1, Situated in Tracts 38 and 55 of Sections 4 and 9, Town of Eagle, Colorado (the "Property");

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

WHEREAS, on August 9, 2022, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application with conditions; and

WHEREAS, on August 23, 2022, the Town Council held a properly-noticed public hearing on the Application, at which the Applicant, Town staff and the public were provided an opportunity to be heard on the Application.

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

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

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

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

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 23, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Chad Phillips, A.I.C.P., Director, Community Development Department
Carrie McCool, Eagle Contract Planner

Date: August 23, 2022

Agenda Item: Reserve at Hockett Gulch FILE NUMBER: DR21-02 Major Development Permit

REQUEST:

Major Development Permit approval to construct 216 rental units and a clubhouse on 17.38 acres. Forty-five percent (45%) of the units proposed include a deed restriction requiring local residency.

INTRODUCTION:

The proposed development permit for the first phase (Phase 1a) of Reserve at Hockett Gulch includes all of HD/PUD-1 and a portion of HD/PUD-2 and all improvements within open space tracts OS-1 and OS-2, along with the trailhead improvements and the required landscape buffer to be located on Town property adjacent to Sylvan Lake Road. A total of 216 rental units within five buildings and a clubhouse facility are proposed on 17.38 acres. Forty-five percent (45%) of the units proposed include a deed restriction requiring local residency. Additionally, the proposal includes the construction of the access on Grand Avenue and improvements to Sylvan Lake Road that provide access to the entire PUD.



BACKGROUND:

The PUD Guide serves as the governing land use regulations which will control the development of the PUD. However, in some instances, the PUD Guide defers to conformance with Chapter 4.07 Development Standards. A full analysis of the application and Code standards is provided in the Staff Report to the Planning & Zoning Commission dated June 7, 2022 ([LINK](#)) but was based on submittal documents that had errors in square footage and area calculation that stemmed from base mapping errors. These mapping errors impacted all other coordinated drawings (e.g., landscape plan, lighting plan, architectural design plan, etc.). As such, fourteen (14) conditions of approval were recommended wherein the Applicant was given a deadline of June 9, 2022, to submit a revised Major Development Permit Plan set that demonstrated PUD Guide and Code compliance.

A resubmittal was received on June 9 and 10, 2022, that still had errors wherein the most substantial issues related to building coverage, impervious coverage, floor area ratio (FAR) and open space calculations stemming from the discrepancy between the PUD Guide and Title 4. In order ensure conformance with each, it was determined that the lot layout needed to follow the planning area boundaries of the PUD Zoning Plan. As a result, OS-1 and OS-2 were reduced and Tract A (private streets) was split into two tracts (Tract A within HD/PUD 1 & 2 and Tract B within HD/PUD-3) to accommodate land area so area calculations (density, building coverage, impervious coverage and FAR) could comply with the PUD Guide requirements.

A resubmittal was received on July 1, 2022. While progress was made in the resubmittal, additional information was still being received and required staff review. The staff analysis contained in the July 26, 2022, staff report ([LINK](#)) was focused on how the Planning and Zoning conditions of approval had been addressed. The public hearing provided the opportunity for the Applicant to receive Council feedback that could be incorporated into revised plans to be considered at a second public hearing. At the July 26, 2022, Town Council public hearing, the following key issues were discussed for resolve prior to taking action on the application:

1. Usable Open Space.
2. Raw Water System and Irrigation.
3. Status of Planning and Zoning Commission recommended conditions of approval.

A resubmittal was received on August 1, 2022, wherein progress had been made, but additional submittal information has resulted in additional staff comments. Most notable is the inadequacy of the cost estimates required to draft the subsequent Development Agreement. As such, the following analysis is limited to:

- How the Planning and Zoning Commissions conditions of approval have been addressed,
- Outstanding staff comments/recommendations based on requirements set forth in [Chapter 4.07](#) and [Section 4.06.070](#) of the Land Use and Development Code,
- How the [Reserve at Hockett Gulch PUD Guide](#) and [Annexation Agreement](#) have been addressed, and
- How Council feedback has been incorporated into the August 1 resubmittal.

ANALYSIS:

Open Space and Parks

Open Space Tract OS-1

The August 1 resubmittal included revised configuration of the required park/usable open space areas in OS-1 that will be dedicated to the Town. The dog park has been increased in size to 5,276 square feet. The Scenic Overlook Park Area with exercise equipment remains the same with 2,245 square feet of usable open space. The total usable open space contained in these amenities total 7,521 square feet, while 8,000 square feet of park/usable open space area is required by the PUD. Staff recommends upholding P&Z condition of approval 6a that required a revised Landscape Plan to include changes that reflect conformance with the usable open space requirements with a revision to specifically require either the Scenic Overlook Park Area, Dog Park, or combination thereof be increased in size by 479 square feet. A revised condition of approval is provided for Council's consideration.

Sylvan Lake Road Frontage

An additional open space and parks requirement set forth in the PUD is the construction of a paved trailhead parking area for up to 14 parking spaces and waterless vault toilet to be located within the Town's open space abutting Sylvan Lake Road. These amenities are solely a public benefit to the Eagle community. The Development Plan Map depicts a 14-stall trailhead parking lot and restroom in conformance with the requirements set forth in the PUD. The Reserve at Hockett Gulch Annexation Agreement allows the Town to require the Developer to install a water and sewer-serviced restroom, provided that the cost of designing and constructing the restroom will be allocated between the Developer and the town. The Town expressed the desire to require the restroom to be water and sewer-serviced and would also like to have a two-restroom building provided. As such, staff requested the restroom upgrades included sewer service and the option of a two-room bathroom facility. The July 1 resubmittal included a two-bathroom water and sewer-serviced building; however, adequate estimated costs of both options to decide which option to proceed with were not provided.

Due to the request of the Applicant to be heard on the August 23 Council Agenda and inadequate cost estimates provided for the upgrades, the plans were requested to be revised to include construction of a waterless vault toilet restroom on town-owned property per the Annexation Agreement. The August 1 written response to staff's updated comments stated the Applicant will price the cost to upgrade to a waterless vault to water and sewer after the project is

approved. If the town elects to pay the difference, the Developer will build the approved restroom. The restroom will be detailed in the Development Agreement.

The Town has not yet been presented with an acceptable bid for the incremental cost of upgrading the restroom building to a plumbed (potable water and wastewater connected) facility. As such, staff is unable to provide a recommendation to Council on whether to upgrade the restroom and and participate in the cost sharing described in the Annexation Agreement. Due to the urgency in getting the project under construction, staff recommends the Development Plan Map, Architectural Design Plan and Construction Drawings (civil set) be revised to include construction of a waterless vault toilet restroom on town-owned property per the Annexation Agreement. Further, within sixty (60) days of Major Development Permit approval, the applicant shall submit a bid from its preferred engineer and contractor for the design and construction of the waterless vault toilet system; and a bid from its preferred engineer and contractor for the design and construction of a water and sewer-served restroom. Condition of approval 5 has been revised for Council's consideration.

Landscaping

Parking Area Landscape islands or fingers

The revised Landscape Plan dated August 1st includes the addition of ornamental grasses at the intersection of the intersection of Mt. Thomas Road and Mt. Thomas Spur; however, it does not include a landscape bed mulch. Staff recommends upholding the P&Z's condition of approval 6b with a revision to specifically require the non-irrigated native seed areas be replaced with a landscape bed mulch. A revised condition of approval is provided for Council's consideration.

Plan for Maintenance. The August 1st Landscape Plan partially addressed Planning and Zoning Commission's recommended condition of approval 6d by deleting the "maintenance agreement" language and replacing it with identification of the ownership and maintenance of landscaping within Lot 1, OS-1, OS-2, Tract A, and includes the newly proposed Tract B that will be built out in Phase 1a.

The required landscape buffer along Sylvan Lake Road is proposed wholly on Eagle Ranch Filing 3, Tract OS-1 and is town-owned property. The Applicant has stated in a written response that they agree to install and irrigate town-owned property where new landscaping is installed adjacent to the public parking area and restroom. The details of the cost reimbursement will be detailed in the Development Agreement. The Town is graciously allowing the Applicant to satisfy their landscaping requirements by utilizing town-owned property, therefore, the Developer can be fairly required to maintain this landscaping. The Town would not be installing any of this landscaping on the Town's open space but for this project, therefore there is no broader public interest satisfied in the Town maintaining this landscaping. As such, staff recommends upholding the Planning and Zoning Commission's recommended condition of approval 6d and further require a revised Landscape Plan to identify the Owner or Property Owner's Association as the responsible party for installation and maintenance of landscaping and irrigation system including irrigation and maintenance of all landscaping and improvements on town-owned property prior to Major Development Permit issuance. A revised condition of approval is provided for Council's consideration.

Irrigation. Per the Development Agreement recorded at the time of annexation and zoning, the Developer shall install, maintain, operate, repair, and replace a raw water irrigation system to provide non-potable water for irrigation of permanently irrigated landscaped area in the Development. The Applicant has not designed the required raw water irrigation system. As such, P&Z set forth a condition of approval (9) that requires the Applicant to design and submit plans for the raw water irrigation system within six months. The July 1 resubmittal included a request to allow one year to complete the design and noted that although they have the design for the old location, they need time to conduct another Wetlands Mitigation Study and gain approval from the Army Corp of Engineers. The August 1st resubmittal response noted that the Applicant will agree to have design completed within six months and the installation of the raw water irrigation system within three months after approval from the water court case. The Applicant noted that they are heavily incentivized to install the system as quickly as possible to avoid city water for irrigation as they are expecting costs of \$40-\$50k for irrigation annually based on experience with other properties.

An irrigation plan for Phase 1a was included in the August 1st resubmittal. Although Note 33 has not been revised to state irrigation will be install and maintained by the Owner, the installation of the raw water irrigation system to serve the entire property will be addressed in the subsequent Development Agreement. The Applicant indicated that the raw water irrigation system would be used to irrigate OS-1.

Public Works staff has identified two components related to the raw water irrigation. The first is the Non-Potable Water System; this includes the water intake at Brush Creek, the pump, and the “main” carrying water between the diversion and the RHG property. The second component is the actual Irrigation System constructed with the project; this includes the sprinkler heads, zone valves, control clock, associated piping, etc.

The Non-Potable Water System is yet to be designed the Applicant and approved by the Town per the terms being included in the Development Agreement. This system will be required to be maintained by the Developer without cost to the Town. The reason that this is appropriate/fair is that the Town will lease the water to the Developer in exchange for a nominal annual fee (typically \$10 per year) and this provides tremendous long-term value to the Developer. In exchange for this value, the Town expects the Developer to fully maintain and operate the Non-Potable Irrigation System without expense to the Town.

In accordance with the terms of the annexation agreement, the entirety of the RHG property must utilize non-potable irrigation, therefore the Developer will be responsible for installing the Non-Potable Water System on tract OS-1 and will maintain the irrigation system on OS-1 without cost to the Town. These maintenance provisions will be included in the subsequent Development Agreement. A recommended condition of approval is provided for Council’s consideration.

The August 1st resubmittal adequately addressed staff concerns by the addition of a specific note on the Landscape Plan that states all irrigation installed in Town of Eagle right-of-way and easements must be locatable and meet Colorado 811 law requirements.

Easements. The Public Works Department has reviewed the proposed easements (e.g., drainage easements, non-exclusive easements, public access and utility easements, and temporary construction easement). All easements are adequate with the exception of the temporary construction and public access easements.

On July 28, 2022, staff issued revised comments and a list of supplemental information required to be included in a complete resubmittal in order to be considered on the August 23, 2022, Town Council agenda. Staff clarified that the temporary construction easement needs to be revised to cover only the portion of Tract OS-1, Eagle Ranch, Filing No. 3 needed to construct the utilities, trails, driveway, parking lot, and restroom building, not the entire tract.

The August 1 written response indicated that the temporary construction easement had been updated, but the Exhibit should be added for clarity. An updated exhibit was not provided for staff review. The temporary construction easement is depicted on the Preliminary Plan and Final Plat exactly how it was on the July 1 resubmittal. Staff recommends removing the temporary easement reference on the plat documents and the Applicant shall provide a temporary construction easement exhibit that reduces the size of the easement to only the area needed for construction.

P&Z set forth a condition of approval (#11) that 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. The July 1 Preliminary Plan and Final Plat revised the configuration of Tract A into two tracts (A and B). Tract A is 6.20 acres and has a Town of Eagle Easement; however, there were portions of it still labeled public right-of-way. Tract B is .69 acres and needs to be designated as a utility easement dedicated to the Town of Eagle. The August 1st resubmittal removed all references to public right-of-way and correctly designates Tracts A and B as utility, drainage, water line, sewer line,

pedestrian access, and general utility easements to the Town of Eagle. Staff finds P&Z condition approval 11 has been adequately addressed and can be removed from conditions of approval.

The August 1st Final Plat includes a note (12.D) that states “Public Access Easements on, over, above, across and through those areas designated hereon as “Public Access Easements.” From this definition, the Land Use Summary table needs to be modified to add “Public Access Easement” to the Land Use for Tract A & Tract B on the Development Plan Map, Preliminary Plan and Final Plat. Staff has provided a recommended condition of approval for Council’s consideration.

Architecture

The August 1 resubmittal did not include an updated ADP Prevailing Winds and Views sheet (Document A100) that addressed Public Works concern that the architecture incorrectly showed Finished Floor Elevations of Building 2 and Building 3 transposed. While the revised sheet A100 dated July 1 completed renaming of Buildings 2 and 3, they are still in the wrong drawing. This is a technical correction needed by Public Works that is covered within condition of approval 10. As such, staff recommends condition of approval 10 be carried forward.

Signage

The August 1st resubmittal includes the addition of two monument signs to be located at the development's entryways in accordance with the P&Z's recommendation. All signage is required to comply with the Town’s Sign Code. As such, staff recommends condition of approval 13 be carried forward.

Site Access and Development Phasing

Site access is provided from Sylvan Lake Road and Grand Avenue, consistent with the site access requirements set forth in the PUD Guide.

Project build-out is proposed in three phases that includes two subphases. Phase 1a includes the development of Lot 1 and off-site items such as Grand Avenue widening, Sylvan Lake Road turn lanes and crosswalk signal, trailhead parking lot and landscaping, public restroom, raw water irrigation system, gravel walking path, connections to town paved path system as well as all buildings, site work, roads, and parking (Tracts A and B). Phase 1a is expected to commence construction between the summer of 2022 and spring of 2023. Phase 1b includes Lot 2, which is the remaining portion of HD/PUD-2. Construction of Phase 1b (with Phase 2 potentially included) is expected to commence between the spring of 2024 and summer of 2025. Phase 2 includes Lot 3, wherein construction is expected to begin between spring of 2026 and summer of 2027. The phasing plan indicated that the Applicant may combine Phase 2 and Phase 1b. Each phase and subphase shall comply with the standards set forth in the PUD Guide.

The August 1 resubmittal did not include a revised Phasing Plan to address the two redlined comments issued on June 30, 2022, below.

1. Raw Water Irrigation. Revise the raw water irrigation narrative to state raw water irrigation installation to permanently irrigate landscaped areas in Phase 1a, 1b, and Phase 2.

The revised Phasing Plan narrative states the raw water irrigation system is to be completed by Owner when appropriate approvals are received to relocate the pump station. The Applicant is committed to providing design of the raw water irrigation system to the Town of Eagle with one year of MDP approval. The raw water system will be designed and built to provide enough water and the appropriate water pressure to irrigate permanent landscape areas in Phase 1a, 1b, and Phase 2.

Staff finds the revised narrative does not include the dates of completion per the conditions of approval included in the P&Z Staff Report. Additionally, the text indicates the Applicant (not the Owner) is committed to providing the system, but it is written in a way to assume it might not happen. The Annexation Agreement requires the Developer to install, maintain, operate, repair, and replace a raw water irrigation system unless Developer is legally prohibited from doing so. Staff has not been made aware of any legal prohibition that

would limit the ability of the Owner to install, maintain, operate, repair, and replace a raw water irrigation system. The installation of the system is a key component of the sustainability measures of the project. As such, staff continues to recommend that the narrative be revised to reflect the P&Z conditions of approval.

2. **Building, Site Work, Roads & Parking.** Roadway layout in Phase 1b can only be shown if the rough grading is included in a Grading Permit application that was expected on July 5, 2022.

As noted above, the current Phasing Plan includes the road locations for Phase 1b to be rough graded in Phase 1a. A Grading Permit application was received on August 1, 2022, but Public Works has not started their review as their time has been dedicated to the review of submittals required for the analysis and recommendations included in this staff report. Staff continues to be concerned that the Phasing Plan includes grading for roads in a future phase. As such, Staff recommends the Phasing Plan be revised to remove the reference for allowance of rough grading of roads in Phase 1b. Staff has updated condition of approval 7 accordingly.

Environmental and Energy Sustainability

The revised PUD Zoning and Density Calculations Summary on the Development Plan Map states there will be four (4) electric vehicle (EV) charging spots provided per residential building for a total of 20 spots. The most recent civil plans dated July 27, 2022 – Shallow Utility Plans, include underground conduits to the locations of 4 EV charging spots per residential building for a total of 20 spots plus conduits for future EV Charging Stations at the carports on Mt. Powell Road. The Developer and Holy Cross Energy will need to confirm that all other steps necessary for the installation and operation of the EV chargers will be completed. As provision of the EV chargers is not a requirement of the previous approval documents or the Town's Land Use and Development Code, Staff recommends that a section be added to the Development Agreement that requires the installation, operation, and maintenance of the EV chargers.

Planning & Zoning Commission Comments:

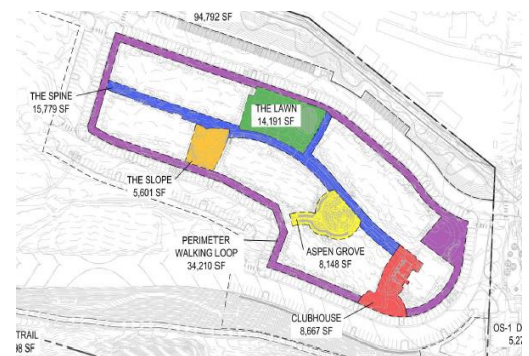
At the July 26, 2022, public hearing, Town Council discussed P&Z's four (4) Issues of Discussion. Council concurred that the proposed architectural style is representative of the Western Slope Colorado Mountain Town style architecture. An overview of how the August 1 resubmittal addressed the remaining P&Z issues related to the proposed open space programming, landscape buffer along Grand Avenue and Sylvan Lake Road buffer area treatment is provided below.

Issues for Discussion

1. Does the Planning and Zoning Commission support the alternative open space programming and open space/land areas (e.g., sidewalks, walks, and landscape improvements) proposed to fulfill the private usable open space PUD requirements?

Status: With the amendments made by the Applicant, staff concludes that this issue has been adequately addressed.

The August 1 resubmittal includes an Open Space Plan (see sheet L-5.0 ([LINK](#)) within the Landscape Plan set to provide clarity on the proposed alternative open space programming to fulfill the PUD requirement of providing 300 square feet of usable open space for each dwelling unit. The Lawn, Slope, Aspen Grove, and Clubhouse proposed usable square footage remains the same and equates to 30,533 square feet of usable open space. The previous 43,490 square feet of usable open space referred to as Informal Open Space/Land Areas within Phase 1a has been separated into two separate usable open space areas that total 49,989 square feet and is now designated as the Spine and Perimeter Walking Loop.



The Spine is 15,779 square feet (delineated in blue in the graphic to the right) that includes the 6-foot concrete walk with trees and native seed areas from the Clubhouse to the Aspen Grove and the 5-foot crusher fines path between the apartment buildings to the parking spaces along Mt. Thomas Spur.

The Perimeter Walking Loop is 34,201 square feet (delineated in purple) and includes walkways, both sidewalks and trails, and a 5-foot buffer on either side, including landscape improvements. The updated plan for the Perimeter Walking Loop has added six pet waste stations and five benches. Concrete sidewalks and paths account for 14 percent of the total usable area which is below the maximum amount of twenty percent of non-living materials allowed according to the definition of usable open space in Section 4.03.040 of the Land Use and Development Code.

The total usable open space proposed with the addition of the Spine and the Perimeter Walking Loop provides 80,522 square feet of usable open space that exceeds the minimum usable open space of 64,800 square feet required by the PUD Guide. All of the above-referenced usable open space improvements as well all improvements in OS-1, OS-2 and on town-owned property will be included in the Development Agreement with cost estimates and the performance guarantee. The proposed clubhouse can be excluded from the cost estimates and performance guarantee requirements as it will need to secure approval of a Certificate of Occupancy and it is not considered a required usable open space improvement as the total useable open space proposed exceeds the minimum required by 15,722 square feet.

2. Would the Planning and Zoning Commission agree that the landscape buffer along Grand Avenue is substantial in terms of width and proposed landscape materials?

Status: The P&Z Commission's condition has not been addressed.

While staff found the landscaping proposed along Grand Avenue met the minimum requirements of the landscape standards and substantially conforms with the PUD Guide, the Commission found the proposed landscaping was not substantial enough and noted that both entrances of the project need to include robust landscaping, dense plantings, monument signage with ornamental landscaping around the signage. As such, the Commission added a new condition of approval 6(f) accordingly.

The August 1 Landscape Plan did not include any changes from the July 1 submittal to address P&Z COA 6(f). As such, staff recommends upholding the Commission's recommended condition of approval.

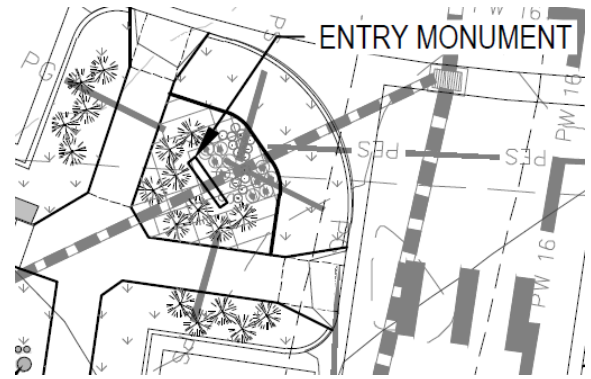
3. Is the landscape treatment on Sylvan Lake Road similar in quality to that already provided along this segment of the roadway adjacent to the Eagle Medical center and the Founders neighborhood located on the opposite side of Sylvan Lake Road?

Status: With the amendments made by the Applicant and the condition that all signs shall comply with the Town Sign Code, staff concludes that this issue has been adequately addressed.

The Planning and Zoning Commission found that the proposed street front landscaping is similar to the Eagle Medical Center but noted that Sylvan Lake Road treatment needed to include robust landscaping, dense plantings, and monument signage with ornamental landscaping around the signage. Thus, the new condition of approval 6(f) applies to Sylvan Lake Road. One Commissioner recommended that the trees should be moved closer to the parking lot.

The August 1 submittal depicts the proposed monument sign in the same location as the July 1 Landscape Plan but now includes additional shrubs to compliment the ornamental grasses within landscape bed mulch with a native seed area in front of the future monument sign.

Staff finds the landscaping is consistent with and is of similar quality to that provided at the Eagle Medical Center.



Planning & Zoning Commission Recommendation

Status of Conditions:

At the June 7, 2022, public hearing the Commission unanimously recommended approval with staff recommended 14 conditions and an additional condition 6(f) based on compliance with Section 4.07 of the Land Use and Development Code, and conformance with the PUD Guide and Annexation Agreement. For the convenience of project tracking, all conditions of approval are provided below with conditions that have been adequately addressed in the August 1 resubmittal in ~~strike through~~ and staff suggested modifications and new conditions are in **red**. Conditions with no changes are recommended to be carried forward.

- ~~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 Plan Map, Architectural Design Plan, and Construction Drawings (civil set) to include construction of a waterless vault toilet restroom on town-owned property per the Annexation Agreement. 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. Within sixty (60) days of Major Development Permit approval, the applicant shall submit a bid from its preferred engineer and contractor for the design and construction of the waterless vault toilet system; and a bid from its preferred engineer and contractor for the design and construction of a water and sewer-served restroom.**
6. A revised Landscape Plan shall be submitted August 29, 2022 at noon. ~~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 **by revising the Landscape Plan and Open Space Plan to either increase the size of the Scenic Overlook Park Area, Dog Park or combination thereof by 479 square feet, or other measure to meet the required minimum square footage.**
 - b. **A revised Landscape Plan that** includes ~~Deciduous trees, ornamental grasses or deciduous shrubs with a~~ 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. **Revise** the Land Use Summary to identify the Owner or Property Owner's Association as the ~~Deletion of "maintenance agreement" language and replace it with identification of the parties responsible for~~ **installation and** maintenance of landscaping and irrigation system including irrigation and maintenance of **all** landscaping and improvements on town-owned property **prior to Major Development Permit issuance.**
 - e. **Minimum 3-inch caliper deciduous trees along the Sylvan Lake Road street frontage.**
 - ~~f. Landscaping along Grand Avenue and Sylvan Lake Road buffer areas be redesigned to include robust landscaping, denser treatments, and ornamental landscaping around the development's entryways.~~

7. The Developer shall submit a **revised** Phasing Plan **that removes the reference for allowance of rough grading roads in Phase 1b and demonstrates** in conformance with the Code ~~by June 9, 2022, close of business, the Annexation Agreement and the dates of completion identified by August 29, 2022 at noon.~~
- ~~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 an PUD amendment but shall comply with the Town Sign Code.
14. Accessory structures **and uses** may be approved administratively without notice.
- 15. Revise the Land Use Summary table to add "Public Access Easements" to the land use for Tract A and B on the Development Plan Map, Preliminary Plan, and final Plat prior to recordation.**
- 16. The Development Agreement shall state the Developer will install the Non-Potable Water System on Tract OS-1 and maintain the portion of the system on OS-1 without cost to the Town.**
- 17. The Development Agreement shall be completed and submitted to staff for Council consideration by August 29th, 2022 at noon.**

Development Agreement:

Very little work has commenced on the Development Agreement due to the inadequate cost estimates provided from the Applicant. Post Town Council comments were issued to the Applicant by staff on July 28, 2022, that outlined specific requirements of the cost estimates needed to begin work on the Development Agreement. This included detailed line item unit cost format estimates for all public improvements (e.g., Town of Eagle publicly-owned potable water and wastewater distribution systems, Hockett Gulch Drainage System sub-estimate, erosion control and revegetation, Sylvan Lake Road Widening sub-estimate for flashing crosswalk, street lights, erosion control and revegetation, Grand Avenue turn lane improvements, all required park land and open space improvements including erosion control and revegetation, etc.).

The August 1st written response from the Applicant indicated that before they ask their contractor to spend hours pricing Public Improvements, the project must be approved. They also indicated they had submitted a spreadsheet directly from their contractor, but more detailed pricing and sub-contractor bids can be provided after they have a construction contract in place. Prior to the execution of the Development Agreement or issuance of the grading permit, their contractor will meet with the Public Works staff to go through detailed pricing and alternates.

An email was sent from the Public Works Director to the applicant team on August 4, 2022, to provide notice that the July 28, 2022, checklist items were not adequately addressed with an explanation on what was missing and required in for cost estimates, along with examples of a complete and acceptable cost estimate format from another development project.

As of August 9, 2022, the Applicant has not responded or submitted cost estimates satisfying the Town's requirements. The cost estimates become a part of the Development Agreement; therefore, the development cannot be approved until the required cost estimates are provided to the Town's satisfaction.

COMMUNITY INPUT:

Staff has not received any letters of public comment as of August 16, 2022. Letters received after this time will be gathered and entered into the public record at the hearing.

BUDGET:

No impact to the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Once all Planning and Zoning Commission recommended conditions of approval are addressed, the application would support the following Council objectives:

- **Major Objective 8: Invest in Environmental and Energy Sustainability.** The application reflects a focus on sustaining natural resources by incorporating green practices in the multi-family development by including all electric heating and appliances within units, electric vehicle charging stations, a raw water irrigation system, and building construction has been designed to meet or exceed the 2018 International Energy Efficiency Code.
- **Major Objective 9: Diversity the Attainable Housing Stock.** The application creates the opportunity for a diverse, attainable housing stock by providing 216 multi-family rental units with 98 deed restricted units to the housing market.

RECOMMENDED ACTION OR PROPOSED MOTION:

*Move to **Continue** the public hearing to September 13, 2022, to allow the Applicant until August 29, 2022, at noon to address the conditions of approval and submit the information required to draft the Development Agreement and adopting Resolution.*

ATTACHMENTS:

1. Staff Report – Planning & Zoning Commission dated June 7, 2022 ([LINK](#))
2. Application & Project Narrative ([LINK](#)) & ([LINK](#))
3. Development Plan Map dated August 1, 2022 ([LINK](#))
4. Landscape Plan dated August 1, 2022 ([LINK](#))
5. Open Space Plan (Sheet L-5.0) dated August 1, 2022 ([LINK](#))
6. Architectural Plans dated July 1, 2022 ([LINK](#))
7. ADP - Prevailing Winds and View Report (Sheet A100) dated July 1, 2022 ([LINK](#))
8. Phasing Plan dated July 13, 2022 ([LINK](#))
9. Parking Plan dated May 2, 2022 ([LINK](#))
10. Reserve at Hockett Gulch PUD Guide ([LINK](#))
11. Reserve at Hockett Gulch 1st Amended PUD Guide ([LINK](#))
12. Ordinance 15-2019, Reserve at Hockett Gulch Annexation Agreement ([LINK](#))



To: Mayor Turnipseed and Town Council

From: Chad Phillips, A.I.C.P., Director, Community Development Department
Carrie McCool, Eagle Contract Planner

Date: August 23, 2022

Agenda Item: Reserve at Hockett Gulch FILE NUMBER: PPFP21-01 Preliminary Plan and Final Plat

REQUEST:

Preliminary Plan and Final Plat approval to subdivide 29.65 acres into three lots and two open space tracts.

INTRODUCTION:

The applicant is requesting preliminary plan and final plat approval to subdivide the 29.65-acre property into to three residential lots, two open space tracts (OS-1 and OS-2) and two tracts (A and B) for roadway, access, drainage, irrigation, and general utilities. The proposed internal roadways are not public roads and therefore are not dedicated to the Town of Eagle. Tract OS-1 is a 3.50-acre open space parcel to be dedicated to the Town of Eagle by separate instrument. In addition to the parks and recreational uses required to be developed in Tract OS-1, the tract is used for debris flow mitigation, stormwater facilities, public and private utilities. Tract OS-2 is 2.71 acres that will remain privately owned but access to the tract is provided to the Town through dedication of an open space easement allowing public access, debris flow mitigation, stormwater facilities, public and private utilities.

ANALYSIS:

A resubmittal was received on August 1, 2022, wherein progress has been made but additional submittal information has resulted in additional comments. Most notable is the inadequacy of the cost estimates required to draft the subsequent Development Agreement. As such, the following analysis is limited to how the Planning and Zoning Commission recommended conditions of approval have been addressed, and outstanding staff comments stemming from the August 1 resubmittal based on the Subdivision Design, Improvements and Dedications of Section 4.13 of the Land Use and Development Code and conformance with the approved PUD Guide. Please refer to the July 26, 2022, Council Staff Report for a review of standards that were found to be in conformance with the standards for subdivision review ([LINK](#)).

STANDARD #1: *The proposed subdivision complies with the Town's regulations, goals, policies and plans.*

Regulations

Section 4.13.040. – Fire Protection

Staff Comment: The Greater Eagle Fire Protection District raised concerns related to fire hydrant placement, need for them to be permanent and required the buildings to be full sprinklered and have a monitored fire alarm system ([LINK](#)). Public Works noted areas where fire hydrants need to be relocated due to snow removal and proposed temporary fire hydrants need to be permanent. The July 27, 2022, revised civil drawings show the fire hydrant have been relocated pursuant to Public Works comments; however, they call out the added fire hydrants as temporary, not

permanent as requested. The Fire District requested relocation of the fire hydrants at dead ends of Mr. Thomas and Mt. Eve and they need to move them into the interior portion of the development on the building side of the roads. Public Works has confirmed this has not been done as there are three fire hydrants labeled as temporary that need to be made permanent including moving them as directed by Fire District comments. Staff has provided a condition of approval for Council's consideration.

The Planning and Zoning Commission recommended a condition of approval that prior to recordation, the Fire District comments dated May 24, 2022, shall be addressed within the engineered construction plans and approved by the District. Upon final Council consideration of the Preliminary Plan and Final Plat, staff will recommend this condition of approval No. 20 be carried forward.

Drainage

Staff Comment: The Public Works Department reviewed the proposed drainage improvements and determined said improvements are designed to meet the criteria and Town's street construction standards. The Town Engineer requested the applicant to add a Hockett Gulch Drainage System sub-estimate that includes a detailed line-item unit cost format estimate for the yet to be constructed box culvert under Mt. Powell Road, channel armoring, other channel improvements, erosion control & revegetation. Do not include any private stormwater collection system components.

The Applicant responded that they will provide a sub estimate after the project is approved as they cannot go out to subs again for pricing exercises. The channel improvements are in line item 51 in the "Other Cost Breakouts" spreadsheet. The box culvert is line item 52 in the "Other Cost Breakouts" spreadsheet.

The Developer supplied on August 9th a revised Public Improvements Engineer's Opinion of Probable Costs 4-page table. The review of this submitted revised detailed table the Storm/Drainage estimate to be missing the estimate for the erosion control armoring already installed in Hockett Gulch ditch as a part of the Reserve at Hockett Gulch Grading Permit but not included in the August 4, 2022, Engineer's Estimate or the executed Performance Guarantee Agreement for \$154,435.74. Except for this missing item, the estimate appears to be substantially complete.

Erosion and sediment control, stabilization, and revegetation

Staff Comment: The Town Engineer reviewed the Erosion and Sediment Control plans and found the natural drainage patterns are preserved and protected from increased water flows and disturbance of natural vegetation and soil cover is kept to a minimum. Additionally, fugitive dust, mud and debris tracking onto public right-of-way should be appropriately mitigated.

On August 9th the Developer supplied a revised Public Improvements Engineer's Opinion of Probable Costs 4-page table. The review of this submitted revised detailed table finds the Erosion Control & Revegetation estimate to be substantially complete.

Streets

Staff Comment: The Preliminary Plan depicts Tract A and Tract B as private streets to be owned by the landowner and maintained by the owner/ property owners' association. Tract A is 6.20 acres and Tract B is .69 acres dedicated for roadway, access, drainage, irrigation and general utilities providing access to the property from Sylvan Lake Road and Grand Avenue. During the review of the July 1st resubmittal, staff noted that Tract A and newly created B needed to 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 prior to recordation and recommended the Planning and Zoning Commission recommended approval of a condition of approval (No. 2) be carried forward and also apply to Tract B.

The August 1 Final Plat accurately dedicates Tracts A and B as a Town of Eagle easements. The ownership and maintenance of said tracts will be documented in the subsequent Development Agreement. Public Works has reviewed the Final Plat – Item #3 of the 08.01.22 Transmittal and finds Note 12. D. states “Public Access Easements on, over, above, across and through those areas designated hereon as “Public Access Easements.” From this definition, we need to require the Land Use Summary table be modified to add “Public Access Easement” to the Land Use for Tracts A and Tract B. As such, staff recommends the P&Z recommended condition of approval number 2 be revised to require modification of the Land Use Summary Table accordingly. Additionally, the bullets that reference zoning requirement shall be removed from the Land Use Summary Table after Tract OS-1 and Tract OS-2. Staff has provided the recommended revisions to P&Z condition of approval number 2 for the Council’s consideration.

The subdivision includes street names throughout Tracts A and B. Eagle County 911 Coordinator reviewed the street names and confirmed there are no duplicates within the County. The Town utilizes Eagle County’s nationally recognized Uniform Measurement System for the assignment of physical addresses. The County recommended changes to building 1 and 5 proposed addresses off Mt. Powell Road and noted addressing standards are even on the right side and odd on the left, which appears to be the case with other buildings off Mt. Eve Road and Mount Thomas Road. In order for staff to ensure the County’s assignment of physical addresses, comments will be addressed for Town approval prior to the issuance of building permits. Staff has provided a recommended condition of approval accordingly.

Easements

Staff Comment: Various easements throughout the subdivision are necessary to provide service to the subdivision, including drainage, waterlines, sewer (wastewater), stormwater facilities, general use utilities, cable television, natural gas, irrigation, access, open space, public access, debris flow mitigation, of which are subject to approval by the Town Engineer.

General

Upon Public Works review of the July 1 resubmittal, a request was submitted to add the following from Section 4.13.100 Easements of the TOE Municipal Code on page 1 of the Final Plat: *“The dedication of easement(s) shown hereon to the Town preclude the installation of improvements, including, but not limited to, trees, shrubs and rocks, the deposit of materials, or the alteration of the existing ground elevation, within the easement area, which could in any manner impair the Town’s or other service provider’s use of the easement as provided in this dedication.”*

The applicant indicated that the requested language was added to the end of the Owner’s Certification as their surveyor found it was the proper place for the above language. Public Works has confirmed that the language required by Section 4.13.100 Easements from the TOE Municipal Code is included in the second to last paragraph of the Certificate Of Dedication and Ownership in Final Plat from August 1st Transmittal. Prior to recordation, staff will route the Final Plat to the Town Attorney for legal review and approval.

Drainage, Waterline, Sewer, General Use Utility, and Irrigation Easements

The applicant has identified a proposed future storm easement on town-owned property (Eagle Ranch Filing 3 Tract OS-1). Staff is satisfied with the location of the future storm easement and has requested the applicant submit a legal exhibit prepared by a licensed surveyor of which will serve as the basis for an easement agreement to be prepared by the Town Attorney and approved by Town Council. The applicant prepared the future storm easement and Public Works is satisfied with the form of said easement.

Tracts A and B

There are no public dedicated streets proposed within the Planned Unit Development. The Preliminary Plan indicates Tracts A and B (private streets) are for roadway, access, drainage, irrigation and general utilities to be owned and maintained by the property owner and Property Owner’s Association. The Final Plat depicts the tracts consistent with the Preliminary Plan; however, the ownership and manner of maintenance are not delineated in the Land Use Summary

to address the Planning and Zoning Commission recommended condition of approval 1. The applicant discussed the recommended condition of approval and raised concerns with providing said information on the Final Plat in the event modifications to the plat would be required when ownership changes or minor adjustments are made. Staff noted the concern and is satisfied with addressing ownership and maintenance responsibilities within the Development Agreement. As such, staff recommends the removal of P&Z condition of approval 1.

Per the PUD Guide, all private streets shall include an emergency access easement. Additionally, the Town Engineer has noted that the Town of Eagle needs an easement within the entire Tracts A and B for public access, emergency access, drainage and general utilities. The August 1 Preliminary Plan does not include the emergency access easement or the public access easement. The Final Plat accurately dedicates the emergency access easement but still needs to add the public access easement to the Land Use Summary for Tract A and Tract B. As such, staff recommends the P&Z recommended condition of approval number 2 be revised to require modification of the Land Use Summary Table accordingly.

Access

The Town shall grant Developer a non-exclusive easement 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. The applicant has identified said easement as “future access to Sylvan Lake Road.” Staff is satisfied with the location of the future non-exclusive easement and has requested the applicant submit a legal exhibit prepared by a licensed surveyor of which will serve as the basis for an easement agreement to be prepared by the Town Attorney and approved by Town Council. The applicant has agreed to prepare the exhibits prior to recordation of the final plat and noted that the preparation of the easement agreement is in progress. Upon final Council consideration of the Preliminary Plan and Final Plat, staff will recommend condition of approval No. 7 be carried forward.

Temporary Construction Easement

The Developer will be constructing improvements on town-owned property that include a public restroom, 14 space trailhead parking lot, driveway, and 8-foot asphalt trail with landscaping for the required landscape buffer along Sylvan Lake Road. As such, a temporary construction easement sufficient to allow the Developer to construct said improvements on the Town’s property is required. The applicant has depicted a temporary construction easement over the entire town-owned property on the Preliminary Plan and Final Plat. Staff is not satisfied with the location of the proposed temporary construction easement as it is too large and needs to be limited to areas to be disturbed. Staff has requested the applicant submit a legal exhibit prepared by a licensed surveyor that depicts a temporary construction easement limited to the specific area needed to construct the said improvements prior to recordation of the final plat. This exhibit will serve as the basis for an easement agreement to be prepared by the Town Attorney and approved by Town Council.

The August 1 Preliminary Plan and Final Plat continue to depict a temporary construction easement over the entire town-owned property, Tract OS-1, Eagle Ranch, Filing No. 3 and no legal exhibit was provided in the resubmittal. As such, staff recommends removing the temporary easement references on the plat documents and submittal of a legal exhibit prepared by a licensed surveyor that depicts a temporary construction easement limited to the specific area needed to construct the said improvements be submitted prior to recordation of the final plat. Condition of approval 10 has been revised for Council’s consideration.

Pedestrian Easements. To implement the perimeter trail as required by the PUD Guide, a 14-foot pedestrian access easement along the northern boundary of OS-2 is depicted on the final plat proposed to be dedicated to the Town of Eagle for the use of the public for pedestrian and non-motorized vehicular traffic. Staff has raised concerns about the pedestrian easement limitation to non-motorized vehicular traffic and recommended the 14-foot pedestrian access easement (Item 12 D. on the final plat) be relabeled as a “Public Access Easement” and state it is for public access and pedestrian traffic (delete “non-motorized vehicular”). The Town Engineer has determined the revised language for Item 12.D is adequate and the P&Z recommended condition of approval 4 can be deleted.

Staff finds that all easements are adequate to provide service to a subdivision once all recommended conditions of approval are adequately addressed.

Access

Staff Comment: Access to the subject property is provided from Sylvan Lake Road and Grand Avenue and is in conformance with the site access requirements set forth in the PUD Guide. The on-site and off-site engineered construction plans and specifications (civil plans) depict the required northbound left hand turn lane and southbound right deceleration lane into the development from Sylvan Lake Road. Participation in the funding of these improvements is also required of the owner of the medical facilities on the east side of Sylvan Lake Road. The civil plans also depict the eastbound right deceleration lane into the development, eastbound right acceleration lane out of the development and the westbound left hand turn lane into the development from Grand Avenue. Said off-site improvements are required public improvements for Sylvan Lake Road and Grand Avenue required by the Annexation Agreement and will be outlined in the subsequent Development Agreement. The applicant has provided revised cost estimates for said improvement on August 9, 2022 and found the Engineer's Opinion of Probable Costs are substantially complete.

Prior to building permit issuance, the applicant shall submit, secure approval and construct the two access points for vehicular access and curb cuts on Sylvan Lake Road and Grand Avenue in the locations depicted in the civil plans. P&Z set forth a condition of approval (No. 8) of which the applicant responded that no CDOT approvals are required, and the turn lane improvements will be part of the contractors Traffic Control Plan. Additionally, the applicant stated that detailed construction drawings will be submitted and approved prior to the commencement of construction. Staff finds the issue does not relate to CDOT approvals rather public safety concerns as turn lanes are necessary and the Town needs to ensure the two access points are approved and constructed for vehicular access prior to buildings going vertical. As such, staff will recommend condition of approval No. 8 be carried forward.

Staff finds the proposed site access is in conformance with the site access requirements set forth in the PUD Guide and Sec. 4.13.120 of Land Use and Development Code.

Water distribution

Staff Comment: The Town of Eagle serves water to the subject property. The owner of the property paid the Town \$953,750 in 2020 to satisfy the Town's water rights requirements as provided for in the Annexation Agreement.

At time of annexation and zoning, the development was found to require a 12-inch water line, but the Town requested a 16-inch water line. The Town will pay for the cost of the upsizing to 16-inch, provided that the Developer prior to construction shall obtain:

- a bid from its preferred contractor for construction and installation of the 12-inch water line; and
- a bid from its preferred contractor for construction and installation of the 16-inch water lines.

The fractional increase between the two bids shall be used to determine the Town's *pro rata* share of the actual costs to install the 16-inch water line.

The engineered construction plans and specifications (civil plans) depict the 16-inch water line. As such, P&Z set forth a condition of approval (No. 6) that states the applicant shall obtain bids for the upgrade in the water line to 16-inch prior to construction. The applicant submitted cost estimates on July 11, 2022, that the Town Engineer found were not adequate.

The Town Engineer issued clarifying comments on July 28, 2022, that requested the Developer to provide a detailed line-item unit costs format estimate for the entire Town of Eagle Publicly-Owned Potable Water Distribution system for

the development and to provide from Developer's preferred contractor a detailed line-item unit cost format bid for installation of all the proposed 16" Ductile Iron Pipe (DIP) Potable Water System. Provide an ALTERNATE Second detailed line-item unit cost format bid for installation of all the proposed 16" DIP Potable Water System as 12" DIP instead of 16".

The applicant included a water line item 50 in the "Other Cost Breakouts" spreadsheet and "Project Premium" Spreadsheet in the August 1st resubmittal and stated they will work on a 12-inch alternate after the project is approved.

The Annexation Agreement contains a cost sharing provision for the 16-inch diameter water main upgrade that is similar to the plumbed public restroom upgrade addressed above. As with the restroom upgrade, the applicant has not (as of 8/9/2022) provided the bid incremental cost for the upgrade of the water main sizing from 12-inches to 16 inches. Once this bid is received, Town staff will make a recommendation to Council and the Council will need to decide if they wish to participate in this upgrade and cost share. It would be best for Council to make this decision prior to approval of the Development Permit so that, if necessary, the details of the cost share arrangement can be included in the Development Agreement. Should it not be possible for Council to make this decision prior to approval of the Development Agreement then there should be a section included in the Development Agreement that provides for a process and future agreement with the Developer by which the Council could commit to the cost sharing of the restroom and pipe upgrades at a future date.

On August 9, 2022, the Developer supplied a revised Public Improvements Engineer's Opinion of Probable Costs 4-page table. The review of this submitted revised detailed table finds some missing items, that the 16" DIP Premium table contains mostly total costs for the 16" non-pipe items, not the incremental costs to upgrade from the 12" item to the equivalent 16" item, and that the incremental cost to upgrade the 12" pipe to 16" pipe priced as \$52/linear foot seems excessive when budget quotes from a material supplier has this incremental cost at \$32/linear foot. Additionally, the unit prices provided for lines 92 & 93 of the table for Pipe Bends seems extremely low as a similar item in the 16" DIP Premium table are 130 times higher for the incremental cost to upsize from 12" to 16" for pipe bends than the unit prices on line 92 & 93 or both items are incorrect.

Staff has modified P&Z condition of approval 6 to reflect the needed changes to the cost estimates for the water line upgrade to 16-inch for Council's consideration.

Upon final Council consideration of the Preliminary Plan and Final Plat, staff will recommend condition of approval No. 6 and 22 be carried forward with revisions.

The Developer supplied a revised Reserve At Hockett Gulch Major Development Permit-Revised 07/27/2022 Civil Set of 63 drawings by Alpine Engineering. The Town Engineer noted technical revisions that are required to the Water Plan and Profile sheets. Staff recommends that technical comments be addressed prior to Major Development Permit issuance and have included them to condition of approval 18 for Council's consideration.

Raw Water Irrigation

Staff Comment: Developer shall install, maintain, operate, repair, and replace a raw water irrigation system to provide non-potable water irrigation of permanently irrigated landscaped areas in the development. The Developer is working on design of the raw water irrigation system. As such, the Planning and Zoning Commission set forth six recommended conditions of approval (12-16) to address required steps and due dates/timeframes to complete such steps to ensure installation of the required raw water irrigation system. The Developer agrees with all conditions of approval and has agreed to complete the final design of the raw water irrigation within six (6) months of Major Development Plan approval. Staff has updated condition of approval 12 accordingly.

Because the raw water system will not be operational for some time, Public Works requested that a temporary connection to the potable water system be included on the irrigation plans. The August 1, 2022, written response from

the applicant stated the connection needs to be engineered and will be submitted as soon as possible and it will be covered in detail in the Development Agreement.

The Town Engineer's review of revised civil plans revealed the plans do not depict how a water service or services will be utilized and connected to the Irrigation System during the period of time before the Non-Potable Water System is operational. Public Works is satisfied with allowing the Developer to utilize potable water for irrigation for a period of time extending six months after the completion of the water court case. It is expected that this could be perhaps 18 months after the Development Agreement is executed; however, Public Works is satisfied with that as no one can control the pace of the court. A section of the Development Agreement will address this issue. There will need to be coordination between the civil drawings and the landscape/irrigation drawings in order to depict the temporary connection to the potable water system, the future connection to the Non-Potable Water System, and all of the necessary construction details. These plans and details will be reviewed and commented upon when received by Public Works.

Wastewater collection

Staff Comment: Sewer service is provided by the Town of Eagle. The applicant is required to pay its *pro rata* share of the wastewater improvements completed by West Eagle Ranch, LLC for certain wastewater improvements (the "Wastewater Improvements"), as described in the Recapture Agreement.

In accordance with the Recapture Agreement, the Town Engineer has calculated the *pro rata* share of the costs of the Wastewater Improvements is \$32,382.33. Upon issuance of the Development Permit, the Developer shall pay to the Town a proportional amount owned, based on the number of EQRs for the Development Permit (calculated based on the number and type of EQRs provided by the Code multiplied by \$1,080.06. Said requirement will be outlined in the Development Agreement.

On August 9, 2022, the Developer supplied a revised Public Improvements Engineer's Opinion of Probable Costs 4-page table. The review of this revised detailed table is on-going but preliminary review finds the Sewer/Wastewater estimate to be substantially complete.

Underground utilities

Staff Comment: All wires, cables, and other equipment for the distribution of electric energy, and telecommunication signals (with the exception of transformers, meters, junction boxes and like equipment) shall be placed underground. Utility easements are provided in the subdivision. The Town Engineer reviewed the July 27, 2022, Shallow Utility Plans and noted technical revisions related to natural gas and electric services lines to serve the proposed public restroom building are required. Revisions to condition of approval 18 has been provided for Council's consideration.

Boundary Survey and Monumentation

Staff Comment: The Town Surveyor reviewed the boundary survey and monumentation and identified seven comments that need to be addressed on the Final Plat. Once all conditions of approval are addressed, staff will route the final plat to the Town Surveyor for his final boundary survey and monumentation review. As such, staff recommends condition of approval No. 5 be carried forward.

Dedications, General

Staff Comment: The Town Engineer has reviewed all dedication of land and easements and found they will be free and clear of all liens and encumbrances by means of the final plat or deed prior to recordation. Once all conditions of approval are addressed, said dedications will have been made to fulfill the forgoing requirements for easements, drainage easements, pedestrian easements, streets, off-site easements, as well as other required public dedications.

Impact Fees

Staff Comment: As documented in the Annexation Agreement, the development is subject to the street improvement fee as well as a Grand Avenue Improvement Fee to mitigate the traffic impacts on Grand Avenue as well as the Developers share of the Highway 6 Recapture Amount in accordance with the West Eagle Ranch, LLC Recapture Agreement. Additionally, the Developer is required to pay the fire protection impact fee, water plant investment fee and sewer plant investment fee as set forth in the Land Use and Development Code. Said impact fees will be documented in the Development Agreement to be paid prior to building permit issuance as set forth in the Annexation Agreement. The public safety impact fee will be paid prior to recording of the final plat.

Section 4.13.240. – Assurance for completion of public improvements

Staff Comment: The development of the subject property requires completion of on and off-site improvements that will be documented in a Development Agreement. The subsequent Agreement sets forth the plan, method, and parties responsible for the installation of all required public improvement and provision for completion of said improvements in accordance with the design and time specifications.

The July 1st resubmittal included cost estimates that are limited to Highway 6 turn lane, Sylvan Lake Road widening, restroom parking and flushless toilet, OS-1 trail, loop trail and 16" ductile iron pipe premium. Said cost estimates were reviewed and staff found they lacked estimates for all improvements like fire hydrants, wastewater lines, required park land and open space improvements, streetlights, off-site improvements, etc. Public Works issued specific needs of the cost estimates to include detailed line-item unit cost format for all improvement features of OS-1, OS-2 and town-owned property including erosion control and revegetation.

The applicant stated in the written response dated August 1, 2022, before we ask our contractor to spend for hours pricing Public Improvements, the project must be approved. The noted they had submitted a spreadsheet directly from their contractor, but more detailed pricing and sub-contractor bids could be provided after they have a construction contract in place. Prior to the execution of the Development Agreement or issuance of the grading permit, their contractor will meet with the Public Works staff to go through detailed pricing and alternates.

The Public Works Director sent an email to the applicant team on August 4, 2022, explaining what is missing and required in the cost estimates, and providing an example of a complete and acceptable cost estimate format from another development project.

The Developer supplied on August 9th a revised Public Improvements Engineer's Opinion of Probable Costs 4-page table. The Town Engineer's review of the revised detailed table found that a Revegetation line item has been added to the Site Estimate for OS-2 only. The Revegetation of OS-1 is included in the Grading Permit Performance Guarantee Agreement. No monies are included anywhere in the estimate for any landscaping on any tract. The cost estimate becomes a part of the Development Agreement; therefore, the development cannot be approved until the required cost estimates are provided to the Town's satisfaction.

Once all the required improvements are solidified and accurate cost estimates provided by August 29, 2022, at noon, Town staff will work with the applicant to draft the Development Agreement that provides assurance for completion of public improvements for Town Council approval in advance of the third public hearing before Council.

Goals and Policies

Staff Comment: Staff finds the Reserve at Hockett Gulch Preliminary Plan and Final Plat are in conformance with the goals and policies of the Eagle Area Community Plan (EACP). All adverse impacts were mitigated by the elimination of the perimeter trail location through HD/PUD-3 per the 1st Amendment of the Reserve at Hockett Gulch PUD Guide. Please refer to the Minor PUD Amendment staff report for analysis of the 2020 Elevate Eagle Comprehensive Plan. ([LINK](#))

Status of Conditions of Approval

For the convenience of project tracking, all Planning and Zoning Commission recommended conditions of approval are provided below with conditions that have been adequately addressed in ~~strikethrough~~ and staff suggested modifications in and new conditions are in **red**. Conditions with no changes are recommended to be carried forward.

- ~~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, **the Land Use Summary table shall be modified to add "Public Access Easement" to the land use for Tract A and B. The Preliminary Plan Land Use Summary table shall be revised to include an emergency access easement and public access easement 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. Remove the bullets under the Land Use Summary Table after Tracts OS-1 and Tract OS-2.**
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 and **revise the Public Improvements Engineer's Opinion of Probable costs table to address the following missing items:**
 - a. **The 16" Ductile Iron Pipe Premium table contains mostly total costs for the 16" non-pipe items, not the incremental costs to upgrade from the 12" item to the equivalent 16" item, and that the incremental cost to upgrade the 12" pipe to 16" pipe priced as \$52/linear foot seems excessive when budget quotes from a material supplier has this incremental cost at \$32/linear foot.**
 - b. **The unit prices provided for lines 92 & 93 of the table for Pipe Bends seems extremely low as a similar item in the 16" Ductile Iron Pipe Premium table are 130 times higher for the incremental cost to upsize from 12" to 16" for pipe bends than the unit prices on line 92 & 93 or both items are incorrect.**
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 **remove all references to the temporary construction easements on the Preliminary Plan and Final Plat and** 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-served 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 **within six (6) months of Major Development Plan approval.**
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 the following technical revisions on the construction drawings (civil set) ~~and correct all written and redlined technical revisions for final approval by the Public Works Department prior to~~ **Major Development Permit issuance: and final plat recordation.**
 - a. ~~Water Plan & Profile Sheet C5.01, 5.02, & 5.04 finds the water line cover is less 6' to the top of pipe on C5.01 at Stations 5+00, 4+50, 4+00; C5.02 at Station 1+50; & C5.04 at Stations 5+50, 6+00, & 6+50.~~
 - b. ~~Water Plan & Profile Sheet C5.01, 5.02, 5.03, 5.04, 5.05, 5.06 & 5.07 finds proposed service lines of less than 3" in diameter called out as DIP which is generally not available in these small sizes. Please review this material choice & change accordingly.~~
 - c. ~~Water Plan & Profile Sheet C5.01, 5.02, 5.03, 5.04, 5.05, 5.06 & 5.07 finds numerous proposed 3/4" DIP Water Service to Trash Enclosures, Install Curb Stop. Public Works wants these service lines eliminated. If you want water service to the Trash Enclosures it needs to be feed from one of the buildings.~~
 - d. ~~Shallow Utility Plan C6.01 finds that proposed natural gas service line to the RHG clubhouse & TOE proposed Restroom Building are missing and needs to be added to this plan at a minimum.~~
 - e. ~~Shallow Utility Plan C6.01 finds that the proposed electric service line to the TOE proposed Restroom Building needs to be added.~~
- ~~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 by August 29~~June 9, 2022, at noon close of business.~~
- ~~23. Prior to recordation, revise the final plat per addressing standards outlined in the County GIS Specialist comments dated May 3, 2022.~~
- ~~24. Revise Water Plan & Profile Sheet C5.01, 5.05 & 5.07 by labeling the three temporary fire hydrants as permanent including moving them as directed by the Fire Districts comments.~~
- ~~25. The Developer shall depict a temporary connection to the potable water system be included on the irrigation plans by August 29, 2022.~~
- ~~26. The Developer shall revise the civil plans to depict how a water service or services will be utilized and connected to the raw water irrigation system during the period of time before the Non-Potable Water System is operational.~~

COMMUNITY INPUT:

Staff has not received any letters of public comment as of August 16, 2022. Letters received after this time will be gathered and entered into the public record at the hearing.

BUDGET:

No impact to the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Once all Planning and Zoning Commission recommended conditions of approval are addressed, the application would support the following Council objectives:

- **Major Objective 8: Invest in Environmental and Energy Sustainability.** The subdivision applications reflect a focus on sustaining natural resources by design and construction of a raw water irrigation system.
- **Major Objective 9: Diversity the Attainable Housing Stock.** The application creates the opportunity for a diverse, attainable housing stock by providing 216 multi-family rental units with 98 deed restricted units to the housing market.

RECOMMENDED ACTION OR PROPOSED MOTION:

*Move to **Continue** the public hearing to September 13, 2022, to allow the Applicant until August 29, 2022, at noon to address the following conditions of approval and submit the information required to draft the Development Agreement and adopting Resolution.*

ATTACHMENTS:

1. Staff Report – Planning & Zoning Commission dated June 7, 2022 ([LINK](#))
2. Staff Report – Town Council dated July 26, 2022 ([LINK](#))
3. Application & Project Narrative ([LINK](#)) & ([LINK](#))
4. Preliminary Plan dated August 1, 2022 ([LINK](#))
5. Final Plat dated August 1, 2022 ([LINK](#))
6. Access and Utility Easement dated Jun 10, 2022 ([LINK](#))
7. Storm Drainage Easement dated June 10, 2022 ([LINK](#))
8. Phasing Plan dated July 13, 2022 ([LINK](#))
9. Reserve at Hockett Gulch PUD Guide ([LINK](#))
10. Reserve at Hockett Gulch 1st Amended PUD Guide ([LINK](#))
11. Ordinance 15-2019, Reserve at Hockett Gulch Annexation Agreement ([LINK](#))



To: Mayor and Town Council

From: Jim White, Interim Town Manager
Jill Kane, Finance Director

Date: August 23, 2022

Agenda Item: Resolution 73, Series 2022 " A Resolution of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 8, 2022, to be Coordinated with Eagle County, and Submitting Ballot Questions to the Town's Registered Electors at Such Special Election"

REQUEST: Staff requests that the Town Council consider approval of a resolution submitting three ballot questions for the November 2022 election regarding:

1. A 0.5% sales tax for the Eagle Valley Regional Transportation Authority and to have the Town of Eagle participate in that Regional Transportation Authority
2. a request for the Town to retain the excess cigarette/tobacco tax revenue received in 2021, and
3. a request for the Town to retain the excess lodging tax revenue received in 2021.

INTRODUCTION:

- Requests to retain excess cigarette/tobacco tax revenues and Lodging Occupation Tax revenues received in 2021: Staff attended a CGFOA conference on July 29th. The conference held a session on TABOR (presented by attorneys from Butler-Snow) which was very informative and prompted staff to conduct research on revenues collected in the first full fiscal year for recent tax increases. In our research we found two recent tax revenue issues that will need to go to voters to see if we can retain excess revenues above the estimated amounts in the ballot language.

ANALYSIS:

- Eagle Valley Transportation Authority: The Town of Eagle has had two representatives, one each, on the Technical and the Formation committees reviewing the proposal to form a Regional Transportation Authority. In addition, this issue has been addressed several times during the past few months during Town Council meetings. To date, the Town of Eagle has supported the development of a Regional Transportation Authority both verbally and through formal action.

- Requests to retain excess cigarette/tobacco tax revenues received in 2021: Eagle voters approved a 20 cent per cigarette tax and 40% tax on the price of all other tobacco and nicotine products, starting July 1, 2020. The Town estimated taxes to be increased by \$600,000 in the first fiscal year. The Town collected \$733,441.84 in 2021, thus collecting \$133,441.84 in excess of the first full fiscal year TABOR Limit. The Town needs to go to voters to request retain the excess revenues received to be used for general government purposes.
- Requests to retain excess occupation lodging tax revenues received in 2021: Eagle Voters approved a modification to the Town's occupation lodging tax from \$4 per room night to 6% of the rental fee or other consideration received for lodging within the Town, starting January 1, 2021. The Town estimated the occupation lodging taxes collected to be increased by \$120,00 in the first fiscal year. The Town collected \$461,356 in 2021 which is \$42,132 in excess of the first full fiscal year TABOR limit, which is based on the Town's highest year of collection (2018 - \$299,224) plus the estimated increase. The Town needs to go to voters to request retain the excess revenues received. Revenues will be used for the same purposes set forth in the original November 3, 2020 ballot Language, in which 50% of the revenues from such tax would be used for the preservation of agricultural lands; the acquisition, maintenance and management of open space buffer zones, trails, wildlife habitats and wetland preservation; construction and maintenance of soft path recreation trails connecting to the existing eagle area trails system; and the construction of facilities such as restrooms, parking areas, and other physical improvements that improve the quality of the experience for users of town open space and adjacent lands; and with 50% of the revenues from such tax to be used for the purpose of general marketing and promotion of the town of eagle and the marketing and promotion of town of eagle events.

COMMUNITY INPUT:

- Eagle Valley Transportation Authority: Polling has taken place on at least two occasions to help determine voter sentiment throughout Eagle County. Each municipality in Eagle County, as well as several Metropolitan Districts, have participated throughout the process.
- Requests to retain excess cigarette/tobacco tax revenues received in 2021: No community input has been received to date.
- Requests to retain excess occupation lodging tax revenues received in 2021: No community input has been received to date.

BUDGET / STAFF IMPACT:

- Eagle Valley Transportation Authority: Voters in the Town of Eagle would be considering a sales tax increase of a half percent (.5%) in support of the Regional Transportation Authority. Based on a projection of year to date sales tax collections plus a 5% sales tax increase projection through the end of 2022, Eagle citizens could expect an increase of \$1,003,000 sales tax collected based on a 5% increase in 2023.

- Requests to retain excess cigarette/tobacco tax revenues received in 2021: The decision on this matter will have fiscal and budgetary impact to the general fund and would reduce the General Fund fund Balance by \$133,441 plus any additional expense, as well as use of staff time to refund monies collected in excess of the TABOR limit.
- Requests to retain excess occupation lodging tax revenues received in 2021: The decision on this matter will have fiscal and budgetary impact to the general fund and open space fund. It would reduce the General Fund fund balance by \$21,066 and would reduce the Open Space Fund fund balance by \$21,066 plus any additional expense, as well as use of staff time to refund monies collected in excess of the TABOR limit.

STRATEGIC PLAN ALIGNMENT:

- Eagle Valley Transportation Authority: This project aligns with two of the Town's Strategic Planning Goals: "Stimulate Economic Vitality and Development" by providing affordable access to work and activities across the valley; and "Invest in Environmental and Energy Sustainability" by providing an opportunity to get out of our cars and trucks to take advantage of public transportation to lessen our carbon footprint.
- Requests to retain excess cigarette/tobacco tax revenues and Lodging Occupation Tax revenues received in 2021: Both requests are for compliance purposes and not aligned with any major objectives. However, both are aligned with the Town's guiding principle to ensure transparency for our citizens and show the importance of the value of integrity for our staff and the Town.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution XX, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 8, 2022, to be Coordinated with Eagle County, and Submitting Ballot Questions to the Town's Registered Electors at Such Special Election".

ATTACHMENTS:

1. Resolution 73, 2022
2. Eagle Valley Transportation Authority IGA

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 73
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2022, TO BE COORDINATED
WITH EAGLE COUNTY, AND SUBMITTING BALLOT QUESTIONS TO THE TOWN'S
REGISTERED ELECTORS AT SUCH SPECIAL ELECTION

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;

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

WHEREAS, in April 2020, the Town's registered electors approved a new tax on cigarettes, tobacco products and nicotine products, and the new tax generated more revenue than anticipated;

WHEREAS, in November 2020, the Town's registered electors approved an increase in the Town's lodging tax, and the increase has generated more revenue than anticipated;

WHEREAS, the Town would like to retain the excess revenue from both the new tax and the tax increase, to be used for the same purposes as stated in the original ballot questions;

WHEREAS, Article X, § 20 of the Colorado Constitution (TABOR) requires that the Town obtain voter approval to retain such excess revenues; and

WHEREAS, the Town Council wishes to call a special election for November 8, 2022, to be coordinated with Eagle County.

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

Section 1. The Town Council hereby calls a special election for November 8, 2022, to be coordinated with Eagle County and conducted pursuant to the Uniform Election Code, C.R.S. § 1-1-101, *et seq.*

Section 2. 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 3. Pursuant to § 2.04(b) of the IGA, the Town Council hereby submits the following ballot issue to the Town's registered electors at the Town's special election on November 8, 2022, to be coordinated with Eagle County:

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;

- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes ____ No ____

Section 4. The Town Council hereby submits the following additional ballot issue to the Town's registered electors at the special election on November 8, 2022:

WITHOUT IMPOSING ANY NEW TAX OR INCREASING THE RATE OF ANY EXISTING TAX, SHALL THE TOWN OF EAGLE BE AUTHORIZED TO RETAIN AND EXPEND WITHOUT LIMITATION THE EXCESS REVENUE RECEIVED BY THE TOWN FROM THE SPECIAL SALES TAX IMPOSED ON CIGARETTES, TOBACCO PRODUCTS AND NICOTINE PRODUCTS, LEVIED PURSUANT TO BALLOT ISSUE 2B, PASSED BY THE TOWN'S REGISTERED ELECTORS ON APRIL 7, 2020, WITH THE REVENUES FROM SUCH TAX TO BE USED FOR GENERAL GOVERNMENTAL PURPOSES?

Yes ____ No ____

Section 5. The Town Council hereby submits the following additional ballot issue to the Town's registered electors at the special election on November 8, 2022:

WITHOUT IMPOSING ANY NEW TAX OR INCREASING THE RATE OF ANY EXISTING TAX, SHALL THE TOWN OF EAGLE BE AUTHORIZED TO RETAIN AND EXPEND WITHOUT LIMITATION THE EXCESS REVENUE RECEIVED BY THE TOWN FROM THE LODGING TAX LEVIED PURSUANT TO BALLOT ISSUE 2A PASSED BY THE TOWN'S REGISTERED ELECTORS ON NOVEMBER 3, 2020; WITH 50% OF THE REVENUES FROM SUCH TAX TO BE USED FOR THE PRESERVATION OF AGRICULTURAL LANDS; THE ACQUISITION, MAINTENANCE AND MANAGEMENT OF OPEN SPACE BUFFER ZONES, TRAILS, WILDLIFE HABITATS AND WETLAND PRESERVATION; CONSTRUCTION AND MAINTENANCE OF SOFT PATH RECREATION TRAILS CONNECTING TO THE EXISTING EAGLE AREA TRAILS SYSTEM; AND THE CONSTRUCTION OF FACILITIES SUCH AS RESTROOMS, PARKING AREAS, AND OTHER PHYSICAL IMPROVEMENTS THAT IMPROVE THE QUALITY OF THE EXPERIENCE FOR USERS OF TOWN OPEN SPACE AND ADJACENT LANDS; AND WITH 50% OF THE REVENUES FROM SUCH TAX TO BE USED FOR THE PURPOSE OF GENERAL MARKETING AND PROMOTION OF THE TOWN OF EAGLE AND THE MARKETING AND PROMOTION OF TOWN OF EAGLE EVENTS?

Yes ____ No ____

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 23, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**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 therein, 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 herein.

“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 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.

“CDOT” means the Colorado Department of Transportation.

“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.”

“Election” means the November 8, 2022, general election, at which the Ballot Questions seeking the voter approvals described in Section 2.04(a) of this Agreement are to be submitted by the Initial Signatories.

“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.

“Transition Plan” shall have the meaning given to it in Section 8.03(a) of this Agreement.

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 has been 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 the Election, which, for purposes of the 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 any 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 the Election. 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 administration of the Eagle County Clerk and Recorder, 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 Election shall be 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 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, among other topics.

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 and 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, the Northwest Colorado Council of Governments, 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 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.

(i) 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 the U.S. Forest Service, the Bureau of Land Management, 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, all in accordance with the Transition Plan.

(j) 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.

(k) Roadway Improvements. In recognition of the proposed EGE Airport Interchange's benefit to countywide transportation and its location as a potential future statewide multimodal transportation hub, the Authority shall provide financial support for the construction of an EGE Airport interchange, including the commitment of at least \$12 million in funds, subject to appropriation and/or voter approval of other funding mechanisms therefor in the discretion of the Board of the Authority. Such funds are to be combined with local matching funds in support of the pursuit of state and federal grant funds. The Authority's contribution of such funds shall be conditioned upon the interchange sponsors first securing all other required funds for construction of the EGE Airport Interchange from available federal, state, and local funding sources, and the Gypsum Question first being approved by the electors of the Town of Gypsum. The Authority's role with regard to the EGE Airport Interchange would be limited to providing funds for construction 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 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 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. Section 611(b) of the Act authorizes any county, municipality, or special district that is a Member to pledge any legally available funds to the Authority to assist in the financing, construction, operation, or maintenance of a regional transportation system by the Authority. Pursuant to this authorization, Eagle County shall pay to the Authority a proportion of the proceeds of the existing Eagle County 0.5% Transportation Sales Tax (the “Existing ECO Transit Tax”), previously authorized by the voters to finance, construct, operate or maintain a mass transportation system within Eagle County and currently allocated to ECRTA operations, that is accrued on and after January 1 of the year following the Effective Date of this Agreement, exclusive of all amounts collected in the areas of Eagle County that are within the boundaries of the Roaring Fork Transportation Authority. The proportion of the Existing ECO Transit Tax that is to be paid to the Authority shall be no less than 85% and no more than 90% of the total sum collected in Eagle County, in order to allow Eagle County to continue to meet its obligations to the ECO Trails program. 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. The Authority shall apply revenues that it receives pursuant to this pledge solely for the financing, construction, operation, or maintenance of mass transportation systems within Eagle County, and such revenues shall not be used for air-service related purposes. The pledge of such revenues by Eagle County shall be a contribution of funds in support of services provided by the Authority and shall not be deemed to be a contract for the provision of mass transportation services.

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. The Authority and Eagle County will undertake best efforts to transfer all assets and liabilities of ECRTA that are to be transferred to the Authority in accordance with this Article 8 and the Transition Plan within a 24-month period from the date of the Election authorizing establishment of the Authority (the "ECRTA Transition Period.").

Section 8.02 ECRTA Transition Period. 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 of 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, except as provided for in the Transition Plan;

(ii) continue ongoing transportation planning efforts;

(iii) enter into or assume 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 a “Transition Plan,” substantially consistent with the framework set forth in the Transition Plan Framework attached hereto and incorporated herein as Appendix D, in order to implement the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved. The Transition Plan will be approved, and may be subsequently amended, by mutual agreement of the Authority and Eagle County, which approval and 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).

Section 8.04 Maintenance of Effort. It is the intent of Eagle County that the Authority continue to maintain countywide transit services following the completion of the Transition Period using the revenues generated by the Existing ECO Transit Tax. Any significant reduction to the geographic coverage of service or service standards, as compared to the services provided by ECO Transit during the Transition Period, shall require the prior consent of Eagle County.

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 total amount of Authority taxes or other charges (other than fares) paid by such Member's residents, during the period of time such party was a Member, 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 that 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 in the bylaws of the Authority.

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, the Ballot Questions attached hereto as Appendix B-1 through B-8 may not 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. Counterparts may be executed either in original, facsimile, or electronic mail form, and each such facsimile or electronic mail signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose.

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

TOWN OF AVON

SIGNATURE PAGE

to

EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

TOWN OF AVON, a municipal corporation

Sarah Smith Hymes, Mayor

Date: _____

ATTEST:

Brenda Torres, Town Clerk

BEAVER CREEK METROPOLITAN DISTRICT

SIGNATURE PAGE

to

EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

BEAVER CREEK METROPOLITAN
DISTRICT

David Eickholt, President

TOWN OF EAGLE
SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

TOWN OF EAGLE

Scott Turnipseed, Mayor

Date: _____

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF GYPSUM
SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

TOWN COUNCIL
TOWN OF GYPSUM, COLORADO

Stephen M. Carver, Mayor

Date: _____

ATTEST:

Becky Close, Town Clerk

TOWN OF MINTURN

SIGNATURE PAGE

to

EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

TOWN OF MINTURN

Mayor, Earle Bidez

Date: _____

ATTEST:

Town Clerk, Jay Brunvard

TOWN OF RED CLIFF
SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

TOWN OF RED CLIFF, COLORADO
BOARD OF TRUSTEES

Duke Gerber, Mayor

Date: _____

ATTEST:

Melissa Matthews, Town Clerk

TOWN OF VAIL
SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

TOWN OF VAIL

Kim Langmaid, Mayor

Date: _____

ATTEST:

Tammy Nagel, Town Clerk

EAGLE COUNTY
SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of [, 2022]

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

By: _____
Matt Scherr, Chair

Jeanne McQueeney, Commissioner

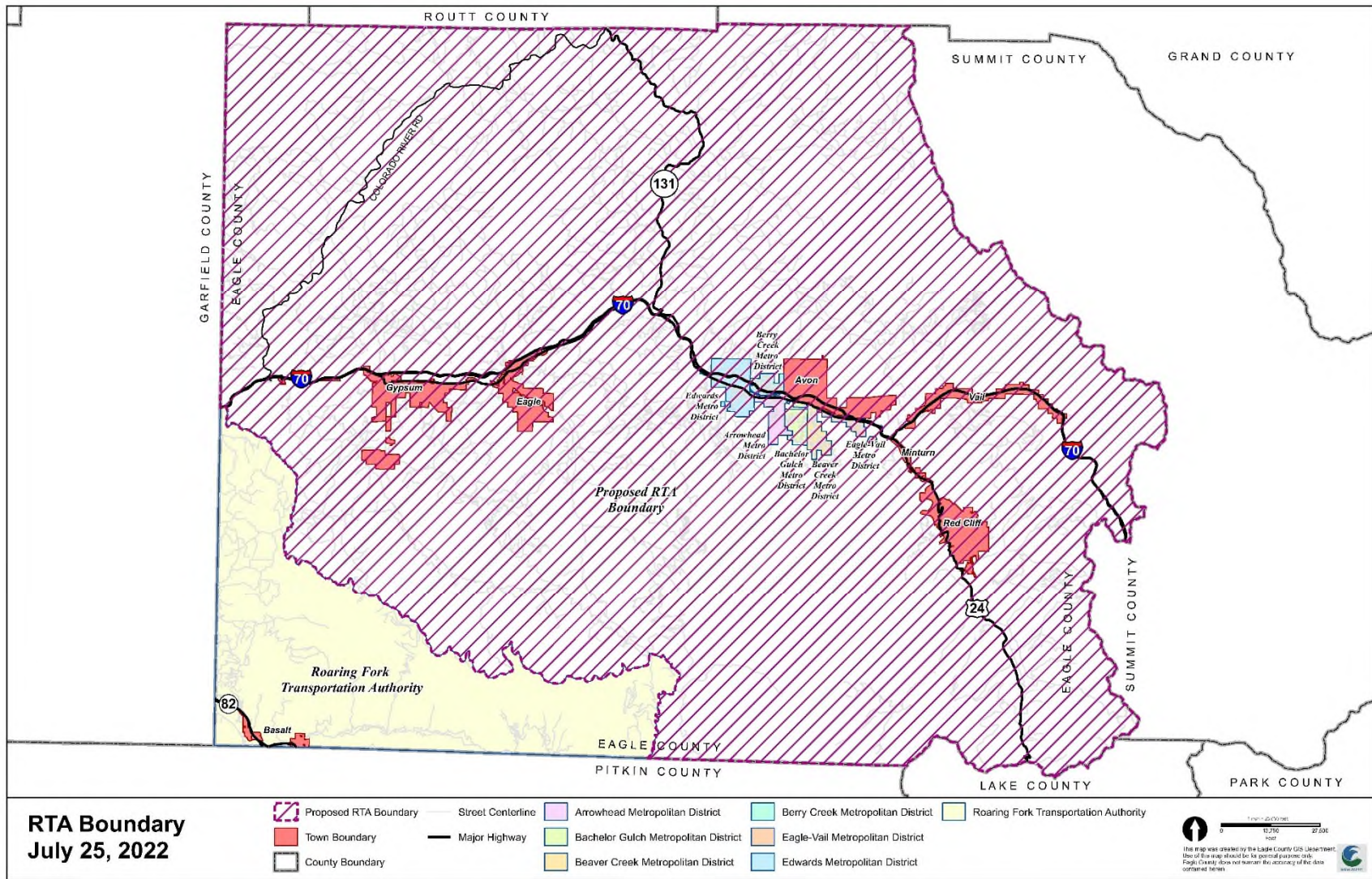
Kathy Chandler-Henry, Commissioner

ATTEST:

Clerk to the Board of County
Commissioners

APPENDIX A-1

Authority Boundary Map



APPENDIX A-2

Authority Boundary Description

The Initial Boundaries of the Authority shall consist of:

1. In accordance with Section 2.05(b) of the Agreement, if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question each approve their respective ballot questions:
 - a. all territory within the Town of Avon and all territory subsequently annexed to the Town of Avon;
 - b. all territory within the Beaver Creek Metropolitan District and all territory subsequently included into the boundaries of the Beaver Creek Metropolitan District;
 - c. all territory within the Town of Vail and all territory subsequently annexed to the Town of Vail; and
 - d. all territory within Eagle County, excluding:
 - i. territory within the Town of Avon, the Beaver Creek Metropolitan District, the Town of Eagle, the Town of Gypsum, the Town of Minturn, the Town of Red Cliff, the Town of Vail; and
 - ii. territory within the boundaries of the Roaring Fork Transportation Authority; and
2. Additionally, subject to Section 2.05(b) of the Agreement:
 - a. if the Town of Eagle electors approve the Eagle Question, all territory within the Town of Eagle and all territory subsequently annexed to the Town of Eagle;
 - b. if the Town of Gypsum electors approve the Gypsum Question, all territory within the Town of Gypsum and all territory subsequently annexed to the Town of Gypsum;
 - c. if the Town of Minturn electors approve the Minturn Question, all territory within the Town of Minturn and all territory subsequently annexed to the Town of Minturn; and
 - d. if the Town of Red Cliff electors approve the Red Cliff Question, all territory within the Town of Red Cliff and all territory subsequently annexed to the Town of Red Cliff.

APPENDIX B-1

BALLOT ISSUE [2A] – TOWN OF AVON

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-2

BALLOT ISSUE [6A] – BEAVER CREEK METROPOLITAN DISTRICT

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-3

BALLOT ISSUE [2B] – TOWN OF EAGLE

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-4

BALLOT ISSUE [2C] – TOWN OF GYPSUM

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-5

BALLOT ISSUE [2D] – TOWN OF MINTURN

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-6

BALLOT ISSUE [2E] – TOWN OF RED CLIFF

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-7

BALLOT ISSUE [2F] – TOWN OF VAIL

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

APPENDIX B-8

BALLOT ISSUE 1B – EAGLE COUNTY

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

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, as further detailed in the Transition Plan.

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 Doster.
- 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 Authority 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 will pledge funding 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 Framework

Eagle Valley Transportation Authority Transition Plan Framework

Eagle County's pledge of a portion of the Countywide .5% Mass Transportation sales tax and transfer of associated assets is contingent upon the interim RTA Board and Eagle County mutually agreeing to a Transition Plan following voter approval of the RTA. Transfer of funding will require completion of specific required elements as outlined in that Transition Plan. This document outlines Eagle County's expectations regarding the minimum administrative, legal, accounting, and financial procedures that must be established by the RTA in order to transfer responsibility for the operation of current ECO Transit services.

Continuity of Service:

The RTA is expected to take on the responsibility for providing current ECO Transit service while simultaneously pursuing additional improvements and economies of scale with new funding generated by the RTA sales tax. A portion of Eagle County's existing 0.5% sales tax is expected to fund current ECO Transit service or its functional equivalent in terms of hours, frequency, and geographic coverage. This equates to target ECO Transit seasonal service levels during the Transition Period and beyond equivalent to at least 85% of the Winter 2021/2022 and Summer 2022 scheduled service hours below:

Route	Daily Service Hours - Winter Season	Daily Service Hours - Summer Season
Valley	75.4	69.79
Highway 6	132.12	107.33
Leadville	11.15	9.38
Minturn	13.5	10.5
Vail-BC Express	13.33	0
Total	245.5	197

Any significant reduction to the geographic coverage of service or service standards must be recommended by the RTA Board and approved by the Board of County Commissioners, unless a different arrangement is agreed to by both parties. This requirement applies to service that has traditionally been provided by ECO Transit only. Expansion, enhancement, or reduction of services initiated by the RTA remain the sole responsibility of the RTA Board. This service equivalency requirement does not preclude

the reasonable restructuring or realignment of these routes in the future by the RTA, provided geographic coverage equivalent to the above routes is maintained and the impetus for specific route changes is to create operational efficiencies and leverage new economies of scale.

Phased Transition of Current Operations:

The RTA will assume responsibility for ECO Transit operations in several phases as the relevant administrative and management capacity can be developed. Transition of various aspects of ECO Transit operations to the RTA will not occur until specific administrative, financial, and legal requirements have been met. Full transition will require the transfer of revenue, assets, personnel, and existing contractual agreements, as well as the creation of new agreements and/or other mechanisms for providing legal, administrative, IT, financial, and other services that are currently provided by other County Departments. The cost of these services is partially reflected by the \$600k/year administrative fee included in ECO Transit's annual budget, but actual costs for these services may differ depending on how the RTA chooses to staff or contract for these elements. A minimum of \$750,000/year should be included in the initial RTA budget to compensate the County for administrative services that may continue to be performed on behalf of the RTA during the transition period.

Management of the transition process and ongoing RTA liaison activities will require one Eagle County FTE. This position will be expected to manage the revenue transfer process, any future contracts between the County and RTA, and coordinate ECG's ongoing County-specific involvement in transit/transportation issues County-wide.

Proposed transition phases include:

Phase 1: Administrative Establishment

As a new legal entity, the RTA will need to establish a minimum administrative structure before hiring permanent staff and assuming responsibility for current or future operations. Administrative establishment procedures will begin as soon as reasonably possible upon approval of the ballot measures.

Administrative establishment procedures will include:

- Establishing the RTA Board;
- Establishing a regular RTA Board meeting schedule and Board procedures;

- Identifying and contracting an Interim Executive Director (ED) to facilitate the administrative start-up process;
- Contracting for Interim Legal Services;
- Identifying and staffing subcommittees, if desired, to assist with administrative tasks;
- Developing a proposed RTA start up budget; and
- Developing and issuing consultant/vendor RFPs to support the RTA during the Transition Period.

Phase 1 elements are expected to take up to 12 months.

Phase 2a: Further Development of Administrative Policies and Procedures

Once Board processes have been established and legal counsel is on board the interim ED will work with the board to establish additional administrative policies and procedures to allow for the hiring of permanent personnel, including a permanent Executive Director, and executing appropriate additional contracts and agreements for service.

Phase 2b: Transition of Revenues and Financial Operations

Transition of revenues and financial operations may begin once Phase 1 Administrative establishment procedures have been completed, but are expected to begin by January 1, 2024. Specific activities in this area should include:

- Establishment of an administrative mechanism for recurring transfers of the relevant portion of the County's existing 0.5% mass transportation sales tax to the RTA;
- Full transfer of all responsibilities related to on-board and advanced pass sale revenue collection, including accounting and auditing procedures;
- Full transfer of Accounts Payable and Accounts Receivable functions to RTA staff or contractors; and
- Establishment of appropriate permanent financial accounting and audit procedures.

Revenue Transfer:

Current ECO Transit operations are funded by a Countywide sales tax for mass transportation of 0.5%, along with fare sales and advertising revenues. A minimum of

10% of this mass transportation tax is used to fund ECO Trails. Portions of this tax collected in the Roaring Fork Valley are used to pay Eagle County's RFTA transit/trails contributions.

Recurring Sales Tax Collections

Eagle County will retain a minimum of 10% to a maximum of 15% of the county mass transit tax annually to cover salaries, construction, maintenance and debt service payments related to the Eagle Valley Trail.

The current expectation is for Eagle County to operate and maintain the Eagle Valley Trail through completion of all remaining trail segments as identified in the Eagle Valley Trails Plan. Eagle County may transfer trail ownership and maintenance to the RTA, along with revenues that exceed the debt service payment obligations of Eagle County, after December 31, 2024, subject to with BoCC and RTA Board approval. Planning activities for this transition, if agreed, may occur during the Transition Period.

Eagle County will also continue to retain the portions of this tax currently allocated to RFTA for transit and trail activities in the Roaring Fork Valley portion of Eagle County. These funds will continue to be transferred to RFTA as has been done in the past. During the transition period, funds transferred will be net of all transit-related costs including any costs related to administrative, maintenance, or operations activities the County continues to perform on behalf of the RTA, including salaries and benefits of ECO Transit personnel who are providing RTA services. At the conclusion of the transition period, funds transferred will continue to be net of any payments for leases or services Eagle County provides to the RTA under IGAs, leases, or other relevant agreements between the two entities.

Farebox and Pass Sales

The RTA will establish a separate contract for Financial and Accounting services as soon as possible, with the expectation this contract will be in place by December 31, 2023. Eagle County will continue to collect and process farebox revenues according to established procedures pending the completion of the Phase 1 Administrative Establishment procedures. The RTA will assume responsibilities as soon as possible but no later than December 31, 2024.

Advertising Revenue

Any outstanding contracts for advertising that generate revenue will be terminated by Eagle County in accordance with the prevailing contract terms and renegotiated and reprocured by the RTA unless otherwise agreed between Eagle County and the RTA.

Current Account Balances and Other Accruals

ECO Transit Fund Balance

ECO Transit's existing fund balance will remain with Eagle County to be used for transportation purposes consistent with the provisions of the existing sales tax. Portions of this fund balance may be transferred to the RTA on a case-by-case basis to support capital investments by request of the RTA Board and with the approval of the Board of County Commissioners.

Accrued Interest

Any interest accrued on the ECO Transit Fund Balance will remain with the County and not be included in regular revenue transfers.

Interdepartmental Transfer Revenue

ECO Transit operates service on behalf of other County Departments (Healthy Aging, MIRA). These contracts and operations will be transferred to the RTA no later than December 31, 2024. All other annual service contracts will be renegotiated by the RTA at its discretion, with the expectation that the RTA will be fully responsible for all of these services by December 31, 2024.

Phase 3: Transfer of Rolling Stock and Facilities

Rolling Stock:

All vehicles titled to ECG will be transferred to the new entity and titled/insured by December 31, 2024. A list of current ECO Transit vehicles is included as Attachment A. This includes transfer of any grant liabilities or CDOT liens, which are also identified in Attachment A.

Vehicle ownership will be transferred on a rolling basis to allow for continuity of operations while required administrative processing takes place, beginning in April 2024, following the conclusion of the Winter season. A maximum of 10 vehicles will be pulled out of service at any given time to undergo administrative processing. As a vehicle is registered and returned to service, another vehicle will enter the transfer process. Vehicles will be

transferred to the RTA as expeditiously as possible, with the expectation that all vehicles will be registered to the RTA and enter RTA service by the start of the Winter 2024 season in late November. The RTA and Eagle County will enter into appropriate agreements to allow for continued operations by the other party, as applicable, following the transfer of ownership, until the full transition of operations to the RTA is complete. It is expected that the operating party will be responsible for all legal liabilities, provision of insurance, and similar requirements associated with vehicle operations.

Three Avon Transit vehicles will be transferred to the RTA on a no-cost basis, to serve routes previously operated by Avon Transit that are being incorporated into the RTA. If necessary, this transfer will include the transfer of all grant liabilities or CDOT liens. These vehicles will be transferred together at the conclusion of Avon's Winter 2023-2024 season.

No vehicles owned by Vail Transit or Beaver Creek Transit are currently expected to transfer to the RTA.

Any future vehicle transfers will be governed by terms set by the RTA and the relevant jurisdiction.

Transit Facilities:

ECO Transit currently operates out of multiple facilities. These include County-owned facilities such as the Maintenance Service Center (MSC) in Gypsum, the Leadville Bus Barn, bus shelters, and park and rides; Avon's Swift Gulch facility; and the Vail Transportation Center (VTC). Some of these facilities will be transferred to the RTA while others will continue to host operations and/or maintenance under new IGAs with mutually negotiated provisions.

County-owned Facilities

Gypsum MSC

ECO Transit occupies a portion of this County owned facility. Accommodations will be made over the short term for the RTA to continue operating out of this facility via an IGA or other appropriate lease/agreement. It is Eagle County's expectation that the terms of this facility use agreement will be equivalent to terms offered by Avon, Vail, or any other member jurisdiction that may house RTA facilities in the future.

At the outset, the IGA will include all areas currently included in ECO Transit's existing space allocation, i.e. the bus barn/storage area, and ECO Transit staff offices in buildings A and B.

Note that this facility is on Airport owned land and is subject to FAA lease/operating terms. Lease rates will be calculated based on fair market value rates in the area. Lease terms will not exceed the maximum years allowed by FAA regulations.

Leadville Bus Barn

The County owns a bus barn in Leadville. ECO Transit currently bases two vehicles at this facility and rents remaining space to Summit Stage. The County will continue to own and maintain this facility, renting the currently occupied space to the RTA at cost. The County will continue to rent space to Summit Stage at its discretion.

Bus Shelters and Park and Rides

The RTA will assume responsibility for planning, construction, and maintenance of shelters and Park and Rides by December 31, 2024. Eagle County will retain ownership of all land and right of way, unless and until transferred to the RTA. All necessary easements shall be in place by December 31, 2024, and include appropriate liability insurance policies. A list of these assets is included in Attachment A.

Avon-owned Facilities

Avon Regional Transit Facility (Swift Gulch)

The Avon Regional Transit Facility was built just over 10 years ago with assistance of Federal TIGER grant funding. The facility was always envisioned to serve as the up-valley hub to support regional transit in addition to serving Avon's transit. Swift Gulch serves as a secondary base for vehicles storage and maintenance. It is anticipated that this facility will increase in importance as a mid-Valley operating base for the RTA.

Operations out of this facility are currently governed by an IGA. Under current terms, ECO Transit pays a per-bay fee plus a proportional share of Capital, Operations and Maintenance ("O&M"), and Asset Management costs. Capital and Asset Management charges are fixed for the term of the Agreement. O&M Costs are audited each year and subject to change upon written notice by the Town of Avon no later than June 1 of any given year, with any changes effective by January 1 of the succeeding year. Maintenance and fueling activities performed by Avon/Swift Gulch staff are charged an hourly rate plus materials at a 15% markup. ECO Transit currently rents 9 spaces under this agreement.

Avon and the RTA will conclude a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Avon, included as Attachment B.

Going forward, Avon has begun a design process to construct a new Public Works facility with the intent to move all Operations, Engineering and Building and Facilities personnel and operations out of the Avon Regional Transit Facility. The target date for this move is 2025, after which the Avon Regional Transit Facility footprint could be expanded to support the RTA's regional transit operations. Avon has already begun seeking potential design and construction grants to expand the Avon Regional Transit Facility in anticipation of this future need.

Vail-owned Facilities

Vail Transportation Center

ECO Transit has an IGA with the Town of Vail for use of the Customer Service Booth and to operate out of the facility, included as Attachment C. This IGA will be renegotiated between the RTA and Town of Vail, with a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Vail.

The Town of Vail is currently developing plans to expand and upgrade the Vail Transportation Center facility into a full-scale mobility hub. This work includes the expansion of the capacity of the facility to handle the increased use for all transit providers including ECO/RTA as they expand, and to provide charging capabilities for electric transit vehicles as the fleets transition. This is the busiest stop in the entire ECO Transit system. This project is currently in the CDOT 10-year plan at a value of \$15.0M and was the number one transit project in the Intermountain planning region. The town recently applied for a \$1.5M Multimodal Options Fund (MMOF) expenditure which the town is providing half as a match and the MMOF Grant the other half to begin design work for this facility.

ECO Transit current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays, and the Town of Vail has paid for all operations, maintenance and capital investments over the years. It is expected the RTA will continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

Lionshead Transit Center

ECO Transit's current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays and the town has paid for all operations, maintenance and capital investments over the years. It is expected the RTA would continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

Other Facilities

Lake Creek Village

ECO Transit operations at this facility are currently authorized under an encroachment license with the property owner. This encroachment license will be transferred to the RTA as soon as possible, but no later than December 31, 2024.

Phase 4: Transfer of Administrative Responsibilities and Personnel

During the transition period, the RTA will make specific decisions regarding the number of direct-hire staff needed and what, if any, administrative and technical functions may be contracted out. ECO Transit is only partially staffed with respect to these organizational functions and as a result pays an annual "administrative service fee" to the County for providing these services. This fee is based on a percentage of ECO's budget and varies from year to year, but it is generally around \$600k. Contracts for functions that must be stood up independently such as Legal, Finance, and HR are expected to be executed during Phase 1 of the transition prior to any transfer of revenues or other responsibilities.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA, or other arrangements are made. All decisions regarding the transition of administrative personnel shall be made by January 1, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transfer period.

Administrative personnel will be eligible to be transitioned once Eagle County confirms adequate administrative and financial procedures are in place. Staff positions that may be impacted during an initial round of transitions are:

Position	Associated FTE
ECO Transit Director	1
ECO Administrative and Customer Service Staff	4
ECO Transit Technology Staff	2
ECO Transit Planning Staff	1
Total Impacted FTE	8

Some specific considerations have already been identified with respect to Information Technology (IT) and the assumption of responsibility for State and Federal grant agreements. These are outlined below.

Specific Needs Related to Information Technology:

ECO Transit uses technology software and hardware that to a large extent are a part of the overall Eagle County IT ecosystem. The implementation of this technology ecosystem was never designed with any thought towards breaking off the ECO Transit components and operating them independently. Note that of the technology software and hardware specific to ECO Transit, much of it is legacy technology that is currently under review for both right-sizing and potential transition to a cloud-based model, whether or not RTA formation is successful.

Standing up a sustainable and independent technology function within 24 months of RTA formation may be impractical and cost prohibitive due to the lead time and resources necessary. RTA and Eagle County may determine to enter into an IGA for technology services until the RTA stands up its own capacity.

Some specific technology functions that should be addressed and related considerations include:

Backend Hardware: Server instances are highly virtualized and both server and storage hardware is shared across all departments. Actual individual hardware components involved are fairly minimal in number, with system redundancy considerations being a

significant element of overall design. It would be difficult to separate single pieces of hardware from one another and still have acceptable system redundancy (for both Eagle County and / or the RTA). Provisions for shared access to this hardware should be included in a future IGA until the RTA no longer operates at the Gypsum MSC or makes other arrangements for servers/storage.

Backend Software: Eagle County IT provides ECO Transit with both Enterprise software that is common to all Eagle County departments, as well as Line of Business (LOB) software unique to ECO's specific operating needs. Regarding the Enterprise software (Financials, HR / Payroll, Office Productivity, etc.), the RTA should select and implement their own systems based upon perceived needs and costs. The RTA should begin the process of identifying and contracting vendors for this process during the Phase 1 Administrative Establishment period.

In general, LOB software can be transferred to the RTA. The main issue centers on the highly complex Clever Devices CleverWorks solution which forms the backbone of ECO's vehicle location, communication, and data collection systems. ECO Transit currently has a vision of replacing CleverWorks with a more fit for purpose system. Assuming the short term outlook for this application, it would likely not make sense to invest in the required technology hardware and personnel resources necessary to port this system over to the RTA. Arrangements should be made within the IGA for Eagle County IT to continue providing support to this function until a new software system is identified and implemented, ideally by December 21, 2024.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Networking Hardware / Software: The Gypsum MSC is one of ECO's primary operating locations and is expected to remain so during and after the transition to an RTA. The MSC also provides office space and facilities for a combination of other Eagle County departments which all depend on Eagle County networking services in order to utilize their various software applications. In general, all networking equipment located at the MSC will continue to be necessary to support ongoing Eagle County department operations, and therefore cannot be transferred to the RTA. Where there are exceptions, such as the fixed outdoor wireless antennas used to communicate data between buses and CleverWorks, these items may be transferred at cost. Additionally, transferring over any maintenance agreement aspects related to the networking hardware and software may or may not be viable. Arrangements should be made within the IGA for Eagle County IT to continue providing support for these functions indefinitely. This arrangement would

require the RTA and associated users to comply with all Eagle County requirements regarding network security or forfeit access to the system.

Personal Computers: Personal computers assigned to ECO Transit staff can be physically transferred to the RTA if desired by both parties. Potential issues that may arise are associated with the privacy considerations (data on the PC) as well as software licensing. Prior to any transfer Eagle County IT will format the PC hard drives, wiping all data and rebuilding with software licensed by RTA. Any equipment transferred will be transferred at cost.

Peripheral Equipment: Printers / scanners, etc. County owned devices can simply be physically transferred over to the RTA. Multi function printers may require contractual amendments in order to move over any applicable maintenance function. Any equipment transferred will be transferred at cost.

Software Licenses: 1) Vendor licensing pertaining to LOB software can likely be transferred to the RTA given requisite contracting amendments are implemented. 2) Enterprise software licensing will likely require new purchases / agreements 3) Windows Operating System licenses likely can not be transferred and will have to be purchased as well.

Voice Services: County provided cellular phones can be transferred if the RTA wants to provide such a service to their staff. Traditional voice phone service will require the RTA to implement its own voice system.

State and Federal Grant Agreements:

ECO Transit accesses state and federal grant dollars for administrative and operating costs, rolling stock replacement, as well as other capital and/or planning projects. All ongoing capital grants and related reporting requirements will transfer to the RTA at the beginning of CDOT's 2025 fiscal year (July 1, 2024).

The RTA will apply for state capital and operating grants as a separate entity from CDOT's FY 2025 onwards, with the expectation that all of these elements will be fully transitioned by the beginning of CDOT's 2025 fiscal year (July 1, 2024).

Phase 5a: Transfer of Vehicle Maintenance Responsibilities and Personnel

ECO Transit Fleet vehicles are currently maintained by Eagle County's Fleet Department, with some services performed by the Town of Avon under an IGA. There are 2.5 Fleet Care Technicians/Transit Vehicle Detailers that are current employees of the ECO Transit department, along with one Fleet Asset Supervisor.

Fleet Maintenance:

Costs for maintenance, fueling, lubricants, parts, etc. are budgeted in the ECO Transit fund and paid via departmental transfer. Estimated costs are based on estimated (budget) and actual service hours. Upon RTA formation, it is assumed that Eagle County's fleet department will continue to provide these services for the RTA via an IGA with specified hours and costs, on terms similar to those contained in the sample IGAs included as Attachment D. The RTA will not be under any long term obligation to continue to utilize Eagle County's fleet department.

The Town of Avon performs fueling and limited maintenance for ECO Transit vehicles housed at the Swift Gulch facility via an IGA. Service is performed at the Fleet Maintenance Facility adjacent to the Avon Regional Transit Facility. Approximately 65-70% of the operations are fleet maintenance for vehicles and rolling stock for other public entities. Beaver Creek and ECO Transit buses are a substantial portion of this other local government maintenance work. Avon intends to continue offering fleet maintenance service at cost. Specific provisions for fleet maintenance performed at this facility will be included in the new IGA between the RTA and the Town of Avon referenced elsewhere in the Transition Plan. A sample of this IGA is included as Attachment B.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Transit Fleet Care Team:

ECO Transit currently employs one Fleet Asset Supervisor, two full-time year-round Transit Fleet Care Technicians, and one winter seasonal Fleet Care Technician.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient

revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Fleet Care personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions include:

Position	Associated FTE
Fleet Asset Supervisor	1
Fleet Care Technicians	2.5 (includes a Winter seasonal position)
Total Impacted FTE	3.5

Phase 5a: Transfer of Transit Facility Maintenance Responsibilities and Personnel

Trail and Facility Maintenance Personnel:

ECO Transit and ECO Trails currently share 3 FTE with combined responsibilities for Transit and Trails maintenance. One of these three positions is currently funded by ECO Trails.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA.

Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Transit/Trails Maintenance personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during an initial round of transitions are:

Position	Associated FTE
Transit/Trails Maintenance Supervisor	1
Transit Trails Maintenance Technicians	2
Total Impacted FTE	3

Eagle County may also choose to retain the FTE position currently funded by trails and/or add additional personnel to be paid in the future out of the Trails budget. Maintenance responsibilities related to the existing Eagle Valley Trail could also be included as a component of the future IGA for services between Eagle County and the RTA. Costs associated with any maintenance agreement(s) will be subtracted from the RTA's obligations to Eagle County.

Phase 6: Full Transfer of Operational Responsibilities and Personnel

Full transfer of operational responsibilities and personnel will take place during the last stage of transition, with the expectation the RTA will be responsible for either direct operation or contract administration related to all functions by the start of the 2024 Winter season in November.

Operations Personnel:

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Operations personnel shall be made but no later than July 31, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions are:

Position	Associated FTE
Operations Manager	1
Safety and Training Supervisor	1
Road Supervisors	4
Dispatchers	4
Bus Operators	51
Total Impacted FTE	61

Attachments:

ATTACHMENT A - INVENTORY OF ECO TRANSIT ASSETS

ATTACHMENT B - SAMPLE SWIFT GULCH IGA

ATTACHMENT C - SAMPLE VAIL TRANSPORTATION CENTER IGA

ATTACHMENT D - SAMPLE IGA FOR COUNTY FLEET SERVICE

Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
BC0043	Bldg Imp	2009 Berry Creek Childcare building improvements	Facilities Manag - 190-Facilities Management	12/31/2009	\$15,043.09
LBS001	Bldg	Leadville Bus Storage Facility	Facilities Manag - 190-Facilities Management	12/31/2008	\$1,172,677.33
840401	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #865	ECO Trans - 405-ECO Transit Authority	05/02/2005	\$290,427.00
840501	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #866	ECO Trans - 405-ECO Transit Authority	05/02/2005	\$290,427.00
848901	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #867	ECO Trans - 405-ECO Transit Authority	08/03/2006	\$343,794.00
849001	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #868	ECO Trans - 405-ECO Transit Authority	08/30/2006	\$343,794.00
858001	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #871	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$371,363.00
858101	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #872	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$371,363.00
858201	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #873	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$360,363.00
858301	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #874	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$360,363.00
858401	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #875	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$360,363.00
859301	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #876	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$372,919.00
859401	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #877	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$372,919.00
859501	Equipment-Heavy Vehicles	2008 Gillig BRT Low Floor Transit Bus #879	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$361,919.00
859601	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #878	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$361,919.00
864401	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #880	ECO Trans - 405-ECO Transit Authority	10/28/2009	\$379,893.00
864501	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #881	ECO Trans - 405-ECO Transit Authority	10/29/2009	\$379,893.00
864601	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #882	ECO Trans - 405-ECO Transit Authority	10/30/2009	\$363,924.00
866101	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #884	ECO Trans - 405-ECO Transit Authority	10/29/2010	\$383,488.00
866201	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #883	ECO Trans - 405-ECO Transit Authority	10/28/2010	\$383,488.00
866301	Equipment-Heavy Vehicles	2010 Chevrolet Paratransit Bus # 455	ECO Trans - 405-ECO Transit Authority	05/20/2010	\$111,715.50
869901	Equipment-Heavy Vehicles	2012 Gillig BRT Low Floor Transit Bus #885	ECO Trans - 405-ECO Transit Authority	12/12/2012	\$426,269.00
872901	Equipment-Mach & Equip	Jetsort Cash Counting Machine	ECO Trans - 405-ECO Transit Authority	12/04/2013	\$11,822.00
873001	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #889	ECO Trans - 405-ECO Transit Authority	10/18/2013	\$429,490.00
873101	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #888	ECO Trans - 405-ECO Transit Authority	10/17/2013	\$429,490.00
873201	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #886	ECO Trans - 405-ECO Transit Authority	10/16/2013	\$429,490.00
873301	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #887	ECO Trans - 405-ECO Transit Authority	10/16/2013	\$429,490.00
873501	Equipment-Heavy Vehicles	2007 Gillig LF BRT #869	ECO Trans - 405-ECO Transit Authority	03/19/2013	\$28,000.00
873601	Equipment-Heavy Vehicles	2007 Gillig LF BRT #870	ECO Trans - 405-ECO Transit Authority	03/19/2013	\$28,000.00
876201	Equipment-Heavy Vehicles	2014 Gillig BRT Low Floor Transit Bus #890	ECO Trans - 405-ECO Transit Authority	12/10/2014	\$443,839.00

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
876301	Equipment-Heavy Vehicles	2014 Gillig Low Floor BRT Transit Bus, 40' #891	ECO Trans - 405-ECO Transit Authority	12/10/2014	\$443,839.00
883101	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #456	ECO Trans - 405-ECO Transit Authority	02/10/2016	\$125,935.00
883201	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #457	ECO Trans - 405-ECO Transit Authority	02/10/2016	\$123,065.00
883601	Equipment-Heavy Vehicles	2016 Glaval Bus Entourage (Cutway) #458	ECO Trans - 405-ECO Transit Authority	11/04/2016	\$125,908.00
883701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility Bus #459	ECO Trans - 405-ECO Transit Authority	10/04/2016	\$135,749.00
883801	Equipment-Mach & Equip	Stationary Vault	ECO Trans - 405-ECO Transit Authority	04/28/2016	\$117,505.00
886401	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #892	ECO Trans - 405-ECO Transit Authority	08/14/2017	\$434,885.00
886501	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #893	ECO Trans - 405-ECO Transit Authority	08/14/2017	\$434,885.00
886601	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #894	ECO Trans - 405-ECO Transit Authority	08/14/2017	\$434,885.00
886701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility - #460	ECO Trans - 405-ECO Transit Authority	08/18/2017	\$149,336.00
890901	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #896	ECO Trans - 405-ECO Transit Authority	09/17/2018	\$465,915.00
891001	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #895	ECO Trans - 405-ECO Transit Authority	09/17/2018	\$465,915.00
893201	Equipment-Heavy Vehicles	2018 Arboc Spirit of Mobility	ECO Trans - 405-ECO Transit Authority	11/16/2018	\$154,887.00
895101	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	\$13,369.75
895201	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	\$13,369.75
895301	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #897	ECO Trans - 405-ECO Transit Authority	09/25/2019	\$463,261.00
895401	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #898	ECO Trans - 405-ECO Transit Authority	06/27/2019	\$463,261.00
895501	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #899	ECO Trans - 405-ECO Transit Authority	06/28/2019	\$463,261.00
895701	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	\$14,505.75
895801	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	\$14,505.75
895901	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	\$14,505.75
BG0048	Bldg Imp	Leadville Bus Barn	ECO Trans - 405-ECO Transit Authority	12/31/1997	\$52,540.00
EC0001	Land	Leadville Land Purchase	ECO Trans - 405-ECO Transit Authority	12/31/2007	\$165,607.00
ECO002	Equipment-Comp Software	Para Transit Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	\$20,890.28
ECO003	Equipment-Comp Software	ECO AVM System	ECO Trans - 405-ECO Transit Authority	08/11/2014	\$50,782.64
ECO004	Equipment-Mach & Equip	ECO Video Surveillance Equipment	ECO Trans - 405-ECO Transit Authority	10/31/2014	\$113,930.00
ECO005	Equipment-Comp Software	ECO Pass Auto Fare Media	ECO Trans - 405-ECO Transit Authority	05/31/2014	\$24,894.34
LBS002	Bldg Imp	2015 Leadville Bus Storage Facility Building Improvements (Solar)	ECO Trans - 405-ECO Transit Authority	11/02/2015	\$43,990.00

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Eagle County Government

Asset Listing

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Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0001	Bldg	1998 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/1999	\$63,589.00
TR0002	Bldg	1999 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/2000	\$154,939.00
TR0003	Bldg	2001 Bus Shelter Construction	ECO Trans - 405-ECO Transit Authority	01/01/2002	\$161,532.00
TR0025	Land Imp	Eagle Park-n-Ride Parking Lot	ECO Trans - 405-ECO Transit Authority	12/03/1999	\$187,188.00
TR0030	Bldg Imp	ECO PV Lighting System for Bus Shelters in Eagle County	ECO Trans - 405-ECO Transit Authority	11/01/2000	\$41,575.00
TR0033	Equipment-Comm Equip	800 Mhz Upgrade	ECO Trans - 405-ECO Transit Authority	12/31/2000	\$104,973.00
TR0039	Land Imp	Shelter 53-Eagle Valley HS Parking Lot Paving	ECO Trans - 405-ECO Transit Authority	11/12/2002	\$28,787.00
TR0045	Bldg	Shelter 100 - Lake Creek Village Apts - Lake Creek Com Station	ECO Trans - 405-ECO Transit Authority	12/26/2002	\$11,343.00
TR0047	Land Imp	Shelter 79-Minturn Forest Service Land Improvements	ECO Trans - 405-ECO Transit Authority	12/31/2003	\$50,878.00
TR0050	Bldg	Shelter 30 - Bear Lot	ECO Trans - 405-ECO Transit Authority	05/23/2006	\$24,264.00
TR0052	Bldg	Shelter 32 - Forest Service	ECO Trans - 405-ECO Transit Authority	12/31/2007	\$17,763.00
TR0053	Bldg	Stone Creek Bus Shelter #33	ECO Trans - 405-ECO Transit Authority	12/31/2007	\$17,297.00
TR0057	Bldg	Colorado Mountain College, West Bus Shelter #35	ECO Trans - 405-ECO Transit Authority	12/02/2008	\$11,430.78
TR0061	CIP	Eagle River Village - MHP Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/31/2018	\$20,980.00
TR8441	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	10/28/2020	\$985,041.00
TR8442	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	\$985,041.00
TR8443	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	\$985,041.00
ECO001C	Equipment-Comp Software	AVL/CAD Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	\$1,001,890.72
TR0051R	Bldg	Miller Ranch Replacement Bus Shelter #31R	ECO Trans - 405-ECO Transit Authority	12/31/2008	\$12,288.17
TR0058C	Bldg	Freedom Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	11/18/2019	\$205,907.53
TR0059C	Bldg	Avon Station Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/09/2019	\$108,239.83
TR0060C	Bldg	Dotsero Mobile Home Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	08/15/2019	\$37,806.59
TR0063c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	\$144,818.11
TR0064c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	\$144,818.10

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0065c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	\$144,818.11
858501	Equipment-Mach & Equip	2008 Toolcat Work Machine	EV Trails - 606-EV Trails	04/02/2008	\$42,065.00
894501	Equipment-Mach & Equip	2019 John Deere 1025R Tractor Mower	EV Trails - 606-EV Trails	09/16/2019	\$22,279.38
BC0085	Infrastructure-Trails	Freedom Park Parking Spots	EV Trails - 606-EV Trails	12/31/2007	\$28,994.00
TRL001	Infrastructure-Trails	Edwards Bike Path	EV Trails - 606-EV Trails	05/06/1999	\$275,000.00
TRL002	Infrastructure-Trails	E Edwards Trail	EV Trails - 606-EV Trails	01/01/2001	\$78,702.00
TRL004	Infrastructure-Trails	Willits Trail Funding	EV Trails - 606-EV Trails	11/16/2000	\$15,000.00
TRL005	Infrastructure-Trails	Honeywagon Trail Project	EV Trails - 606-EV Trails	12/22/2000	\$35,000.00
TRL006	Infrastructure-Trails	Eagle Vail Trail	EV Trails - 606-EV Trails	12/31/2005	\$677,886.00
TRL007	Infrastructure-Trails	Donavan/Honeywagon Trail	EV Trails - 606-EV Trails	01/01/2002	\$103,165.00
TRL010	Infrastructure-Trails	2000 E Edwards Trail Project	EV Trails - 606-EV Trails	12/31/2000	\$486,034.00
TRL013	Infrastructure-Trails	Avon to Dowd Trail Project	EV Trails - 606-EV Trails	12/20/2002	\$22,884.00
TRL030	Infrastructure-Trails	Avon to Dowd Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	\$65,910.00
TRL040	Infrastructure-Trails	Gypsum Dotsero Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	\$34,508.00
TRL051	Infrastructure-Trails	Eagle to Gypsum Trail	EV Trails - 606-EV Trails	12/31/2007	\$1,214,689.00
TRL063	CIP	Avon to Eagle-Vail Phase 4, Business District Construction in Progress	EV Trails - 606-EV Trails	12/31/2015	\$25,618.40
TRL064	CIP	Avon to Eagle-Vail, Business District to Kayak Crossing Trail 1152-191-8160.99 31904.Phase5	EV Trails - 606-EV Trails	12/31/2020	\$42,845.90
TRL065	CIP	Dowd Junction Trail 1152/2150-191-8160.99 31915.Down Junction	EV Trails - 606-EV Trails	12/31/2020	\$13,143.25
TRL071	Infrastructure-Trails	Cooley Mesa Trail	EV Trails - 606-EV Trails	12/31/2008	\$25,793.75
TRL041C	Infrastructure-Trails	Gypsum to Dotsero Phases V I-70 Overpass of Hwy 6 to River Road	EV Trails - 606-EV Trails	12/31/2014	\$367,669.66
TRL043C	Infrastructure-Trails	Gypsum to Dotsero Phases 2 and 3 BLM Horse Pasture to BLM Lava Parcel	EV Trails - 606-EV Trails	12/31/2014	\$709,893.48
TRL052B	Infrastructure-Bridges	2019 Addition from CIP	EV Trails - 606-EV Trails	12/31/2019	\$127,569.16
TRL052C	Infrastructure-Trails	Eagle to Horn Ranch Trail	EV Trails - 606-EV Trails	12/31/2019	\$7,891,561.15
TRL060C	Infrastructure-Trails	Avon to Eagle-Vail Phase II Post Blvd to I-70 Ramp	EV Trails - 606-EV Trails	12/31/2012	\$1,880,542.05
TRL061C	Infrastructure-Trails	Avon to Eagle-Vail Phase 1, Avon Rd to Post Blvd	EV Trails - 606-EV Trails	12/31/2014	\$590,002.39
TRL062C	Infrastructure-Trails	Avon to Eagle-Vail Trail - Phase 3 - Avon Trail	EV Trails - 606-EV Trails	12/31/2014	\$81,633.15

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Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
		Bridge			
Grand Total:				108 Assets	\$36,463,965.59

VEHICLE INVENTORY FUNDING											
Bus Number	Year	VIN	Funding	Purchase Price	% Federal	\$ Federal	% Local	\$ Local	Grant Amount	Grant PO #	Lien Maturity Date
								\$ -	\$1,132,037	291001283	
886	2013	15GGD2710D1183048	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
887	2013	15GGD2712D1183049	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
888	2013	15GGD2719D1183050	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
889	2013	15GGD2710D1183051	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
								\$ -	\$ 663,200	291001488	
890	2014	15GGD2715E1183077	5311	\$443,839	75%	\$331,600	25%	\$112,239			2024
891	2014	15GGD2717E1183078	5311	\$443,839	75%	\$331,600	25%	\$112,239			2024
892	2017	15GGD2719H3188873	5311	\$434,885	78%	\$340,000	22%	\$ 94,885	\$ 340,000	491000709	2027
			5311		48%	\$ 60,000			\$ 180,000	491000708	2025
456	2015	1FDGF5GT2FED21023	FASTER	\$125,935	13%	\$ 16,666	39%	\$ 49,269	\$ 50,000	491000717	2025
			5311		48%	\$ 60,000			\$ 180,000	491000708	2025
457	2015	1FDGF5GTXFED21027	FASTER	\$125,935	13%	\$ 16,667	39%	\$ 49,268	\$ 50,000	491000717	2025
			5311		47%	\$ 60,000			\$ 180,000	491000708	2026
458	2016	1FDGF5GT1GEC58885	FASTER	\$126,908	13%	\$ 16,667	40%	\$ 50,241	\$ 50,000	491000717	2026
459	2017	1GB6GUBG0G1281023	5317	\$135,759	71%	\$ 96,000	29%	\$ 39,759	\$ 96,000	491000778	2027
460	2017	1GB6GUBL4G1276792	FSTR	\$149,336	70%	\$104,000	30%	\$ 45,336	\$ 104,000	491001178	2027
893	2017	15GGD2710H3188874	5339	\$434,885	79%	\$344,000	21%	\$ 90,885	\$ 344,000	491001071	2027
894	2017	15GGD2712H3188875	Local	\$434,885	0%	\$ -	100%	\$434,885	\$ -	N/A	N/A
895	2018	15GGD2716J3191428	5339	\$465,915	79%	\$370,400	21%	\$ 95,515	\$ 370,400	491001279	2028
896	2018	15GGD2718J3191429	5339	\$465,915	80%	\$372,732	20%	\$ 93,183	\$ 372,732	491001291	2028
461	2018	1GB6GUBL3G1276069	5339	\$154,887	57%	\$ 88,000	43%	\$ 66,887	\$ 88,000	491001282	2028
								\$ 1,111,827		491001458	
897	2019	15GGD2716K3192497	5339	\$463,261	80%	\$370,609	20%	\$ 92,652			2029
898	2019	15GGD2718K3192498	5339	\$463,261	80%	\$370,609	20%	\$ 92,652			2029
899	2019	15GGD271XK3192499	5339	\$463,261	80%	\$370,609	20%	\$ 92,652			2029
201	2020	7JZTH13J6LL000282	VW Settlement 5339(c)	\$985,041	47% 39%	\$467,567 \$383,334		\$134,140	\$1,402,700 \$1,150,000	491002068 491001931	2030 2030
202	2020	7JZTH13J8LL000283	VW Settlement 5339(c)	\$985,041	47% 39%	\$467,566 \$383,333		\$134,142	\$1,402,700 \$1,150,000	491002068 491001931	2030 2030
203	2020	7JZTH13JXLL000284	VW Settlement 5339(c)	\$985,041	47% 39%	\$467,567 \$383,333		\$134,141	\$1,402,700 \$1,150,000	491002068 491001931	2030 2030
901	2021	15GGD2713M3195960	5339	\$542,000	74%	\$400,000	26%	\$142,000		491002249	2031
903	2021	15GGD2717M3195962	5339	\$542,000	74%	\$400,000	26%	\$142,000		491002249	2031
904	2021	15GGD2719M3195963	5339	\$542,000	74%	\$400,000	26%	\$142,000	\$1,200,000	491002249	2031
902	2021	15GGD2715M3195961	FSTR	\$542,000	74%	\$400,000	26%	\$142,000	\$400,000	491002266	2031
905	2021	15GGD2710M3195964	Local	\$542,000	44%	\$237,161	56%	\$304,839		N/A	N/A



Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	3. Eighth Amendment to Regional Transportation Operations Facility IGA
Access	Public
Type	Action (Consent)
Preferred Date	Nov 09, 2021
Fiscal Impact	Yes
Dollar Amount	84,636.00
Budgeted	Yes
Budget Source	ECO Transit
Recommended Action	Approve

Public Content

Prepared By: Tanya Allen

Department: ECO Transit

Executive Summary: This is the annual renewal of the IGA between Eagle County and Avon for use of the Swift Gulch Transit facility. ECO currently stages up to 9 vehicles out of the facility. Buses staged at the facility are subject to negotiated lease, maintenance, cleaning, and fueling costs as outlined in the attachments provided.

Reviewing Attorney: Christina Hooper

**Approved As
To Form:**

DocuSigned by:
Christina Hooper
FC69D7FCDF3A4BB...

- **BoCC signature?:** Yes

- **County Manager signature?:** No

DocuSigned by:
Rhea Silvercorn
444EFF6D9F7F48E...

1- Exhibit A-7 Lease Payment Calculation.pdf (264 KB)

2- Exhibit B Fleet Maintenance ECO.pdf (30 KB)

Administrative Content

Signature Required Information

Attach **ALL** exhibits, including the insurance certificate. **Do not attach the contract or resolution**, that will be provided by the reviewing Attorney.

EIGHTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR BUS
STORAGE & SERVICE AT THE I-70 REGIONAL TRANSPORTATION OPERATIONS
FACILITY

THIS EIGHTH AMENDMENT ("Eighth Amendment") is effective as of 12/7/2021 by and between the Board of County Commissioners of Eagle County a body corporate and politic, doing business as ECO Transit (hereinafter "ECO"), located at 3289 Cooley Mesa Road, Gypsum, Colorado, and the Town of Avon a Colorado home rule municipality (hereinafter "Avon"), located at One Lake Street, Avon, Colorado. ECO and Avon shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an agreement dated the 29th day of October, 2013, for Bus Storage and Service at the I-70 Regional Transportation Operations Facility (the "Original Agreement"); and

WHEREAS, by a First Amendment dated the 9th day of December, 2014, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Second Amendment dated the 22nd day of December, 2015, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Third Amendment dated the 15th day of November, 2016, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fourth Amendment dated the 12th day of January, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fifth Amendment dated the 13th day of November, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Sixth Amendment dated the 17th day of December, 2019, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Seventh Amendment dated the 12th day of January, 2021, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, the Parties desire by this Eighth Amendment to further modify the scope of Services and compensation as set forth in the Original Agreement.

EIGHTH AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the Parties agree as follows:

1. The Original Agreement shall be amended by the replacement in its entirety of Exhibit A (the Lease Payment Calculation), with the new Lease Payment Calculation attached hereto as **Exhibit A-7**, and incorporated herein by reference.
2. The Original Agreement shall be amended by the replacement in its entirety of Exhibit B (Avon Fleet Maintenance Service Rate Sheet), with the new Rate Sheet attached hereto as **Exhibit B-2**, and incorporated herein by reference.
3. Capitalized terms in this Eighth Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the Eighth Amendment conflict with, modify or supplement portions of the Original Agreement, the terms and provisions contained in this Eighth Amendment shall govern and control the rights and obligations of the parties.
4. Except as expressly altered, modified and changed in this Eighth Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof
5. This Eighth Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

I-70 REGIONAL TRANSPORTATION OPERATIONS FACILITY
EXHIBIT A-7
LEASE PAYMENT CALCULATION

LEASE RATES AND CHARGES

Lease payment calculations consist of Capital, Operations and Maintenance (“O&M”), and Asset Management and will be charged as a budget neutral operation. Capital and Asset Management charges will remain fixed for the term of the Agreement. O&M costs will be audited each year and may be subject to change upon written notice by the Town of Avon no later than June 1 of any given year, which adjustment shall take effect no sooner than January 1 of the succeeding year.

Operations and Maintenance Cost			
	FY 2021	FY 2022	Comments
		Projected Costs	
Utilities	\$39,506	\$35,086	$\$16,744.60 - \text{Gas} \times 62\% = \$10,381$ $\$33,418.25 - \text{Electric} \times 62\% = \$20,719.32$ $\$4,929.21 - \text{Water \& Sanitation} \times 62\% = \$2,962.59$ Total: $\$10,381 + \$20,719.32 + 2,962.59 + 3\% \text{ inflation}$
Snow Management	\$7,442	\$7,442	Same: $\$11,812/\text{year-all of Swift Gulch (60/40 Transit/Fleet)} = \$7,087 + 3\%$
Pest Control	\$900	\$590	Orkin ($\$950 \times 0.62\%$)
Security	\$6,348	\$4,247	Security, Alarms & sprinklers ($\$690 \times 62\%$)
Broadband/Internet/Wi-Fi	\$0	\$3,224	$\$5,200 \times 62\%$
Janitorial	\$13,000	\$10,230	contract and Avon Staff ($\$12,000 \text{ and } \$4,500 \times 62\%$)
Coffee Service	\$2,100	\$1,000	reduced
Computer and Printer	\$0	\$0	Currently using Avon Computer and ECO printer
Telephone	\$1,550	\$3,549	$\$3,724 \times 62\%$ (in support of security and alarms)
Insurance Premium	\$11,195	\$10,225	$\$16,491.91 \times 62\%$
Building Maintenance (Facilities)	\$27,030	\$61,281	$\$37,550 \times 62\% + \$38,000 \text{ emergency garage repair and maintenance (doors and Plumbing)}$
Total	\$109,071	\$136,873	
Per bus stall per month	\$378.72	\$475.25	

SHARED CAPITAL INVESTMENT (Capital Portion)	
Local Match(credit \$568,843 for residual value & for design contributions: ECO \$238,000 & TOA \$146,332	\$1,289,489 funded via bonds by TOA
Number of Indoor Stalls	24
interest rate	4.69% TOA's bond rate
duration (years)	40 years
# monthly payments	480 months
equivalent monthly rate	0.39%
Amortized capital, total	\$53,729 /month
Amortized capital, per bus per month	\$248 /bus/month
Amortized capital, per bus per season	\$2,978.35 /bus/year

SHARED ASSET MANAGEMENT (AM portion)	
Target Asset Replacement Fund	\$550,000 HVAC, pavement, misc. repairs
Replacement Frequency	25 years
Linear set aside target	\$22,000 per year
Local Match Needed	100%
Local Match AM Set Aside	\$22,000 total per year
Number of Stalls	24
	\$76 /bus/month
	\$917 /bus/year

LEASE PAYMENT SUMMARY BUSES LARGER THAN 32 FT.	FY 2021
Capital portion	\$248 /bus/month
O&M portion	\$475 /bus/month
AM portion	\$76 /bus/month
Total Monthly	\$799 /bus/month
Total Seasonal	\$9,588 /bus/year
BUSES SMALLER THAN 32 FT. (Four buses in a row instead of three)	\$661
Total Monthly for 8 Buses + 1 small bus	\$84,636.00 /year

BUS WASH COSTS			
Operation and Maintenance Costs	2021	2022	Comments
Utilities	\$ 3,243.35	\$ 2,414.57	Gas \$16,744.60x14%+3% = \$2,414.57
	\$ 4,966.51	\$ 4,818.91	Electric \$33,418.25x14%+3% = \$4,818.91
	\$ 10,963.33	\$ 8,728.44	Water dedicated Line (\$8,474.1) + 3%
Trash	\$ 1,200.00	\$ 1,200.00	same
Modem	\$ 1,512.53	\$ -	Landline no longer needed
R&M Building and Facilities	\$ 1,700.00	\$ 10,141.00	HVAC Maint, Garage Door Repair, Chem test, Motor Repair
R&M Other Specialized Equipment	\$ 21,939.00	\$ 21,939.00	equipment replacement
Other Purchase/Contract Service	\$ 6,000.00	\$ 8,000.00	Sludge removal-drain cleanout/Wash Maint
Staff Time	\$ 10,499.82	\$ 11,129.80	Bldg Maintenance Staff @ 8hrs/week +3%
Other Misc Operating Supplies	\$ 9,500.00	\$ 5,500.00	supplies,softner, soap, nozzles, pump and motor replacement
Total Yearly Expense	\$ 71,524.54	\$ 73,871.72	
Number of Vehicles Washed			
Bus Wash/Carriage Wash	3,143	\$ 3,053.00	2020 Actual
Car Wash	892	\$ 641.00	2020 Actual
Total Equivilant washes	10,321	\$ 9,800.00	Buses are 3 times cars
Cost/equivilant washes	\$ 6.93	\$ 7.54	
Cost/Bus Wash	\$ 20.79	\$ 22.61	
Cost for Car to use Avon Bus Wash	\$ 7.00	\$ 7.50	
Fee for Avon Employee to download money	\$ 2.50	\$ 2.60	5 min effort 3% increase
Fee for Avon Employee to wash bus	\$ 25.75	\$ 27.00	5% increase
ECO Transit Bus Wash and Fueling		\$ 52.21	Per Bus
Fee for Avon Employee to Clean Bus Only		\$ 27.00	Hand Clean Bus when wash is down
Fee for Avon Employee to Fuel Bus Only		\$ 5.25	As requested by ECO Transit Drivers
Fee for Avon Employee to download money Only		\$ 5.25	As requested by ECO Transit Drivers

EXHIBIT B-2

AVON FLEET MAINTENANCE SERVICE RATE SHEET

1. Contractor Services and Hourly Rate:

At the verbal or written request of ECO Transit, Avon may provide repair and replacement work for ECO buses. For any such repair or replacement services, ECO will pay Avon a unit hourly shop rate of \$110.00 per hour for light duty vehicles and equipment and \$120.00 per hour for heavy duty vehicles and equipment which is the same rate as previous. Materials and sublet work shall be charged at cost plus twenty-five percent (25%).

2. Fuel Rate:

ECO Transit will pay Avon a unit fuel rate of cost plus \$0.15/gallon.

3. Warranty:

Contractor will perform all services in a prompt, efficient and workmanlike manner. Contractor shall promptly correct any defective work. This warranty shall be in lieu of all other warranties, express or implied. Contractor's sole liability hereunder, whether in tort or in contract, is expressly limited to the warranty provided for herein.

**INTERGOVERNMENTAL AGREEMENT
FOR LEASE OF THE ECO TRANSIT WELCOME CENTER SPACE AT THE
VAIL TRANSPORTATION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is entered into the ^{27th}~~18th~~ day of March, 2014, between the Board of County Commissioners of Eagle County, a body corporate and politic ("**County**"), and the Town of Vail, a Colorado municipal corporation, hereinafter referred to as the "Town" (individually at "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, the Town owns, operates and maintains the Vail Transportation Center located at 241 South Frontage Road East, Vail, Colorado 81657 (the "VTC"); and

WHEREAS, the County wishes to lease certain space within the VTC for bus-ticket sales and the provision of information services concerning local and regional transportation, as well as information regarding the Town of Vail, Vail Resorts, Greyhound, and local hotels and businesses; and

WHEREAS, the Town is willing to lease said space to the County upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Parties do hereby agree as follows:

1. **Term.** The initial term ("**Initial Term**") of this IGA shall commence upon execution of this Agreement by both parties and shall end on December 31, 2014, unless earlier terminated as hereinafter provided.
2. **Renewal Term.** After expiration of the Initial Term, this IGA shall automatically renew on the same terms and conditions for up to five (5) additional one-year terms (each one year period will individually be referred to as a "**Renewal Term**"). Each Renewal Term will commence on January 1 and end on December 31 of the succeeding calendar year.
3. **Premises.** The Town hereby grants to the County the right to lease and occupy the following space at the VTC:

Space No. 400 consisting of an approximately 197 square foot area located on level 4 of the VTC, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. (the "Premises").

The Town will allow the County to place a Ticket Vending Machine outside of space No. 400 with access to power provided by the Town. Area of the needed space will be at least 3 feet wide by 2 feet deep.

4. **Lease Payment Amount.** As consideration for lease of the Premises under this Agreement, the County shall pay to Vail for each term as follows:

- County will compensate the Town of Vail for use of the Premises in the form of bus tickets valued in an amount not to exceed \$50,000 per year. The bus tickets will be for the use of Town of Vail employees.

5. **Budgeting and Appropriation.** The County's obligations under this Agreement are subject to the County's annual right to budget and appropriate the sums necessary to lease the Premises. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of the County within the meaning of any constitutional or statutory debt limitation. Notwithstanding anything to the contrary contained in this IGA, the County shall have no obligations under this IGA with respect to any period after the end of the fiscal year in which funds have been appropriated therefore by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). If applicable funds are not appropriated for a forthcoming Term, the County may terminate this Agreement without penalty, effective upon the commencement of the period for which funds have not been appropriated. the County will use its best effort to notify the Town of such non-appropriation of funds and resulting termination at the earliest possible date.

6. **Payment.** Payment will be made as follows:

- On a monthly basis, County will report and reconcile bus ride activity reports for passes dedicated to the Town of Vail billing code in the ridership software. Rides by pass will be reconciled at a rate of \$1.50 per ride, not to exceed \$85 per employee per month. Reports will be available to the Town no later than the 15th of the month following the billing period.

7. **Rights and Limitations on Use of the Premises.** The following rights and limitations apply to the County's use of the Premises:

- (a) The County shall have access to the Premises only during normal operating hours for the VTC.
- (b) The County agrees to accept the Premises in its existing condition and agrees not to make any installation on the Premises, except as may be removed without damage to the Premises.
- (c) The County agrees to take good care of the Premises and to leave the Premises in the same condition as when first occupied at the commencement of this Agreement, reasonable wear and tear expected.
- (d) The County shall be permitted to display signage necessary for its operations and as required by Greyhound Lines, Inc. The County will, at its own expense, maintain in good condition, all permitted signs and shall, on the expiration or termination of this Agreement, remove all such permitted signs and repair any damage that may be

caused by such removal.

- (e) The County agrees to immediately notify the Town of any defects or dangerous conditions in and about the Premises of which the County becomes aware. The County agrees to reimburse the Town for the cost of repairing any damage to the Premises caused by acts or omissions of the County.
 - (f) The County shall not permit the Premises to be used for any purpose prohibited by law, and will use the Premises in accordance with the general rules and regulations adopted by the Town governing the operation of the Premises.
 - (g) The County has the right to contract with a third-party independent contractor to provide bus-ticket sales and information services on its behalf. County's independent contractor will be required to comply with the limitations on use of the Premises contained herein.
 - (h) The Town shall provide County one daily parking pass per month for parking at the Vail Transportation Center through the course of the lease.
8. **Termination.** The County or the Town may terminate this IGA without cause by providing at least forty-five (45) days prior written notice to the other Party.
9. **Utilities.** The Town agrees that it will, at its own expense, furnish the necessary electricity, heating, lighting, trash removal, and water for the leased premises. the County shall provide janitorial and other services necessary to maintain the Premises in a clean and orderly condition, as well as special lighting lamps not normally furnished by the Town, at the County's own cost and expense.
10. **Inspection.** The Town shall have the right to enter the Premises for the purpose of inspecting or protecting the Premises.
11. **Liability and Indemnification.** The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.
12. **Insurance.** The County must carry valid insurance for any individuals and property that are involved in use of the Premises. The Parties must each carry property damage and general liability insurance policies, each in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.
13. **Relationship of the Parties.** The relationship between the Parties is that of cooperating independent governmental entities and nothing herein shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or joint ownership interest in the real property.
14. **No Waiver of Governmental Immunity.** Nothing in this IGA shall be construed to

waive limit, or otherwise modify any governmental immunity that may be available by law to the Town or the County, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the County, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

15. **Notice.** Any notice, demand, or other communication required or permitted to be given by any provision of the Lease shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, address as follows:

To the Town: Town of Vail
Pam Brandemeyer
Assistant Town Manager
755 Frontage Road
Vail, CO 81657
Ph.: (970) 479-2100

To the County:
Eagle County
Director of Transportation for ECO Transit
3289 Cooley Mesa Road
P.O. Box 1070
Gypsum, CO 81637
Ph.: 970-328-3520

16. **No Third-Party Beneficiaries.** Nothing contained in this IGA is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of the Town, the County or Eagle County. Absolutely no third-party beneficiaries are intended by this IGA. Any third-party receiving a benefit from this IGA is an incidental and unintended beneficiary only.

17. **Miscellaneous.**

- a. Except as provided herein, no amendment, alteration, modification or addition to this Agreement shall be valid or binding unless in writing and signed by the Parties.
- b. The caption of each section is added as matter of convenience only and is to be considered of no effect in the construction of any provision contained herein.'
- c. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.
- d. Should either party bring suit to enforce the terms of this Agreement, the Parties shall bear their own respective costs, expenses, and attorneys' fees.

- e. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

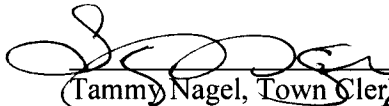
// Signature Page Follows //

IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first above written.

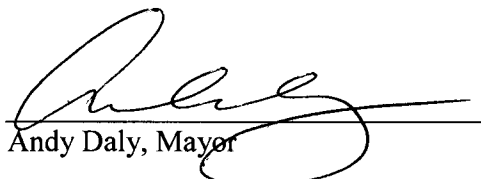
TOWN OF VAIL

TOWN OF VAIL, STATE OF
COLORADO, By and Through Its MAYOR

ATTEST:


Tammy Nagel, Town Clerk



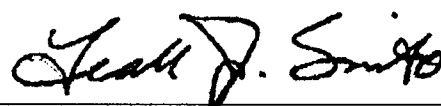
By: 
Andy Daly, Mayor

Date: March 18, 2014

EAGLE COUNTY

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

ATTEST:


Leah J. Smith
Clerk to the Board of
County Commissioners




Jillian H. Ryan, Chairman

By:  , Deputy

Date: 5/27/14

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF EAGLE
AND
THE COUNTY OF EAGLE, STATE OF COLORADO
FOR
MAINTENANCE SERVICE OF POLICE DEPARTMENT VEHICLES**

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 23 day of January, 2007, by and between the Town of Eagle (hereinafter referred to as the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (hereinafter referred to as the "County").

WITNESSETH:

THAT, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree hereby as follows:

1. SCOPE:

The County does hereby agree to perform maintenance services for the Town of Eagle located within the County of Eagle, State of Colorado. Said maintenance services shall be limited to the following unless approved in writing by the County:

See attached IGA Rate Schedule for Service

2. PERIOD OF AGREEMENT:

The term of this agreement shall commence the 1st day of March, 2007, shall expire on the 1st day of March, 2008; however, this Agreement shall automatically renew on an annual basis, each March 1st unless terminated in accordance with this Agreement.

3. REMUNERATION:

A. The Town agrees to pay the County a rate of \$70.00 per hour for mechanic's time performing the above maintenance services. Such rate is subject to amendment and modification by mutual agreement of the parties upon each renewal period or at a time otherwise agreed to by the parties.

In the event the county agrees to perform additional services to those outlined in Paragraph 1, the hourly rate shall be negotiated by the Eagle Fleet Supervisor prior to the

County performing any additional maintenance services. See attachment for IGA rate schedule for specific service rates.

- B. The County shall bill the Town for maintenance services on the first of every month. Payment by the Town is due and owing to the County by the 30th of the month. Any payments made by the Town to the county must be made out to the Eagle County Motor Pool Fund.

4. INDEMNIFICATION/HOLD HARMLESS:

To the extent allowed by law the Town shall hold the County harmless from all claims by the Town or by third parties asserted against the County arising out of the County's maintenance service of the Town vehicles.

5. MISCELLANEOUS:

- A. The Town recognizes that the County is merely providing a service for the Town and that County vehicles are the number one priority of the Eagle County Fleet Mechanics.
- B. Either party may terminate this Agreement with or without cause upon thirty (30) days' notice in writing to the other party.
- C. All written notices shall be given by certified mail to the following address:

Eagle County Motor Pool
P. O. Box 250
Eagle, CO 81631

Town of Eagle
P. O. Box 609
Eagle, CO 81631

- D. The provisions of this agreement shall extend to and be binding upon the respective parties hereto, their successors and assigns. Notwithstanding the foregoing, financial obligations of the Town and the County, respectively, payable after the current fiscal year, are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available.
- E. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

F. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the Town or the county other than that contained herein.

G. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

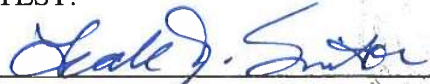
H. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this agreement, this Agreement shall be considered null and void as of the date of such court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23 day of January, 2007.

THE COUNTY:

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

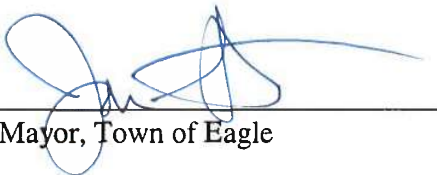
ATTEST:

By: 
Clerk of the Board of
County Commissioners

By: 

ATTEST:

By: 
Clerk

By: 
Mayor, Town of Eagle

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as this ____ day of _____, 202_ (the "Effective Date") by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (the "County") (each a "Party" and collectively the "Parties").

WHEREAS, the Town utilized a local mechanic for maintenance of the Town's fleet vehicles until their recent retirement, and now wishes to use the Eagle County Fleet Management's services for such maintenance; and

WHEREAS, the Parties are authorized to enter into this Agreement by Article XIV, § 18 of the Colorado Constitution and C.R.S. § 29-1-203, which allow governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the maintenance of Town police department vehicles by the County.
2. Services. The County, through Eagle County Fleet Management, agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the service or work described in **Exhibit A**.
3. Term. This Agreement shall commence upon the Effective Date and shall continue through _____.
4. Termination. This Agreement may be terminated by either Party, with or without cause upon 30 days' prior written notice to the other party. The County shall be entitled to compensation for services performed prior to such termination, and both Parties shall thereafter be relieved of all duties and obligations under this Agreement.
5. Hold Harmless. The Town shall hold the County harmless for any claims from third parties arising out of the County's maintenance of the Town's vehicles.
6. Miscellaneous.

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

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

c. *Integration.* This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

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

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

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

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

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

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

j. *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 are subject to annual appropriation, and thus any obligations of the Town hereunder 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 Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EAGLE COUNTY, COLORADO

ATTEST:

County Clerk

EXHIBIT A

1. *Rate.* The Town agrees to pay the County a rate of \$110.00 an hour for mechanic's time performing maintenance services.
2. *Payment.* The County shall bill payment on the first of every month. Payment is due from the Town by the 30th of the same month.
3. *Scope of Maintenance Services.* The County shall be responsible for routine maintenance of Town police vehicles, including without limitation regular oil changes, proper tire inflation, engine operation, transmission, air conditioning and any other repairs or major components necessary for the safe operation of police vehicles.



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: August 23, 2022

Agenda Item: Ordinance 14, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Concerning the Requirements for Licensed Liquor Establishments"

REQUEST: The Town Council is requested to consider adopting Ordinance 14, Series 2022 as it relates to updating language in the municipal code as it relates to liquor license managers.

BACKGROUND: During its most recent legislative session, the Colorado General Assembly passed House Bill 22-1415 ("HB 1415"), which modifies the requirements for certain kinds of licensed liquor businesses to register a manager with the Colorado Department of Revenue.

Prior to the enactment of HB 1415, liquor licensees were required to designate a liquor manager who controls the sale of alcohol at their licensed premises. New licensees are required to submit the name of their manager with their application to state and local licensing authorities. C.R.S. § 44-3-301(8). If an existing licensee failed to report a change in registered liquor manager to the state and local licensing authorities, their license could be suspended. C.R.S. § 44-3-301(8) (prior version).

Additionally, licensees that maintained multiple premises – including hotel and restaurant licensees, tavern licensees, and lodging and entertainment licensees – were required to have a separate registered manager for each licensed premises. C.R.S. § 44-3-413 (prior version). If the registered manager for any licensed premises changes, the licensee was required to notify the state and local licensing authorities within five days, and assign a new manager within 30 days of the change.

Finally, state and local licensing authorities were empowered to refuse to accept any person as a licensee based on their "character, record, and reputation." C.R.S. § 44-3-413(12) (prior version). Licensing authorities were authorized to conduct a criminal background check into any person a licensee sought to designate as their liquor manager. Id. Licensing authorities could charge up to a \$75 fee to compensate the authority for the costs incurred in conducting a background check to assess the putative liquor manager's character, record, and reputation. C.R.S. § 44-3-413(13) (prior version).

ANALYSIS: As a result of HB 1415, the Town may no longer run a criminal background check on a putative liquor manager. The Town may also no longer revoke a license based on a licensee's failure to update the Town concerning a change in liquor managers.

Finally, to the extent that there are licensees within the Town's jurisdiction that have multiple separate locations, the liquor manager for those premises may be based at a location that is outside of the Town's jurisdiction. This will not prevent the Town from communicating with these liquor managers, but may make it more difficult to do so, as these managers may now be managing more than one licensed premises.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: There is no staff impact.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This Ordinance has no direct link to our strategic plan and is an item to keep the municipal code compliant with state laws.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Ordinance 14, Series 2022 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Chapter 5.10 of the Eagle Municipal Code Concerning Requirements for Licensed Liquor Establishments.

ATTACHMENTS:

1. 14 Liquor Manager Update-O081022

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 14
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING CHAPTER 5.10 OF THE EAGLE MUNICIPAL CODE CONCERNING THE
REQUIREMENTS FOR LICENSED LIQUOR ESTABLISHMENTS

WHEREAS, HB 22-1415 amended various parts of the Colorado Revised Statutes that apply to liquor licensing by the Town; and

WHEREAS, Chapter 5.10 of the Eagle Municipal Code must be amended to track the changes made by HB 22-1415.

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

Section 1. Chapter 5.10 of the Eagle Municipal Code is hereby amended as follows:

Section 5.10.030. – Delegation of authority to Town Clerk.

* * *

2. *Changes of manager.* The Town Clerk may administratively approve an application for a change of a manager for a licensed establishment where, after reasonable investigation and consultation with the Eagle Police Department and other appropriate agencies, all the following circumstances are found to exist:

* * *

~~b. The new manager has applied to the Police Department for fingerprinting and a background investigation; and~~

b.c. There is no information known by the Town Clerk that could support denial of the application under applicable law.

* * *

Section 5.10.080. – General penalty guidelines for violations.

* * *

10. Failure to report manager , corporate or financial change, C.R.S. § 44-3-301, Regulation 47-304
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* * *

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON AUGUST 23, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk